



# Dextra Group

## Code of Conduct for Suppliers

### 1 Introduction

Dextra Group has a strong commitment to economic, environmental and socially sustainable development. As a result of this commitment, Dextra Group has subscribed to the principles of the United Nations Global Compact ([www.unglobalcompact.org](http://www.unglobalcompact.org)). Dextra Group expects all its businesses to comply with the UN principles in addition to the laws of the countries where its businesses are located.

As a global leader in its core businesses, Dextra Group strongly believes that it is in the mutual interest of both Dextra Group and its suppliers to meet the present and future requirements of markets and society. This includes demonstrating responsibility towards the people taking part in the manufacture and delivery of products and services.

In order to make its position clear to all suppliers, Dextra Group has established the Dextra Group Code of Conduct for Suppliers (“**Code**”). The Code describes Dextra Group corporate social responsibility requirements for suppliers. As a condition of doing business with Dextra Group, we expect suppliers to comply with these requirements.

In the Code, the term “Dextra Group” refers to all Dextra group companies.

### 2 Dextra Group' general requirements of suppliers

#### 2.1 Area of application

The Code applies to the supplier and all supplier Group companies (“**Supplier**”). The Supplier shall inform all Supplier Group companies on their obligations in relation to the Code and the Supplier is responsible towards Dextra Group for all supplier Group companies' compliance with the Code.

#### 2.2 General Responsibilities

The Supplier shall take all necessary actions to ensure Supplier's compliance with this Code, without undue delay. In addition to complying with the Code, the Supplier shall comply with applicable local laws.

The Supplier is solely responsible for the costs of complying with the Code.

If Dextra Group finds or suspects incidents of non-compliance with the Code related to the Supplier and Dextra Group informs the Supplier hereof, Dextra Group expects the Supplier to investigate and correct issues of non-compliance as soon as possible and within an agreed timeframe. If the Supplier does not show willingness to correct these issues Dextra Group will consider terminating the business relationship with the Supplier. Any such termination of any business relationship between Dextra Group and the Supplier is considered a termination for cause and does not entitle the Supplier to any kind of compensation. If the Supplier uses sub-suppliers for its supplies to Dextra Group and/or acts as a distributor or wholesaler towards Dextra Group, the Supplier shall use his best endeavors to ensure that its sub-suppliers comply with the Code.



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## 2.3 Site Audit

Dextra Group may conduct announced audits at the Supplier's sites, including the Supplier's manufacturing facilities in order to verify that the Supplier is in compliance with the Code (“CoC Audit”). CoC Audits may be performed either by Dextra Group employees or by a third party auditor chosen by Dextra Group.

In order to verify the Supplier's compliance with the Code, the Supplier shall be prepared to provide Dextra Group access to relevant and reasonably requested information and documentation, during an audit. All auditors carrying out CoC Audits are bound to confidentiality by written agreements. All information and results obtained in connection with a CoC Audits will be handled confidentially by Dextra Group and will only be shared with the Supplier. Dextra Group will only use such information for internal purposes.

## 3 Supplier behavior

### 3.1 Child Labour

Dextra Group does not accept the use of child labor as a part of the full-time work force at the Supplier. This includes employing children under the age of 15, children younger than the legal minimum age, or children younger than age of completing compulsory school.

Juvenile (children between the age of 15 and 18) are only allowed to be employed by the Supplier, provided that the work complies with local laws and the ILO Minimum Age Convention.

In general, all children under the age of 18:

- must not be employed in hazardous work which, by its nature or the circumstances, is likely to harm the health, safety or morals of children;
- must not work night shifts; and
- are entitled to more breaks than adults.

### 3.2 Discrimination

Dextra Group respects cultural differences and does not do business with a Supplier if the Supplier practices discrimination at work based on race, religion, gender, age, nationality or sexual orientation. Supplier's employees must not be exposed to any physical punishment, threats of violence or physical, sexual, psychological or verbal harassment or maltreatment in the work place or in work-related situations.

### 3.3 Forced Labor

The Code does not permit forced or involuntary labor at the Supplier. This includes forced prison work, work on a forced contract, slavery and other forms of work, which are done against one's will or choice.

Dextra Group does not tolerate employment which confines the employee in unreasonable debt bondage, for example, through fee-charging employment agencies.



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### 3.4. Working Environment

Dextra Group supports the fundamental human right to have sound working conditions. The Supplier must ensure a good and safe working environment which complies with all applicable rules and laws. As a minimum:

- Workers must not be exposed to work without being properly protected and trained.
- Facilities must comply with applicable laws and rules about construction safety and fire protection - and fire alarms.
- Facilities must provide appropriate light and ventilation
- All dangerous materials must be stored in safe places and used in safe and controlled ways.
- All machinery must be properly maintained and shielded.
- Facilities for meals, resting and sleeping, must, if provided, be kept clean and safe.

### 3.5 Working Hours and Salary

Dextra Group recognizes the need for a sound balance between working time and leisure time for all employees.

Unless the law provides otherwise, the maximum working time at the Supplier's sites is 48 hours per week plus maximum 12 hours overtime work. All workers shall be allowed to have at least one day off for a period of seven days unless the national law/rules provide otherwise

Salaries for work and overtime shall be in accordance with the applicable national law or applicable national rules. Deductions in salary due to company fines or penalties must never compromise minimum salary.

### 3.6 Right to privacy

Supplier shall respect his employees' right to privacy when it gathers or keeps personal information or implements employee monitoring practices.

### 3.7 Environment

Environmental considerations are an integral part of Dextra Group business practices. Supplier shall commit to reducing the environmental impact of its manufacturing process.

#### • **Pollution Prevention and Resource Reduction**

The Supplier shall avoid pollution and actively strive to reduce material consumption.

#### • **Chemicals and Hazardous Materials**

The Supplier shall ensure that chemicals and hazardous materials are handled, stored and disposed of in an environmentally safe way.

#### • **Air Emissions**

The Supplier shall ensure that air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from



operations are to be characterized, monitored, controlled and treated as required by law prior to discharge.

- **Wastewater and Solid Waste**

The Supplier shall ensure that wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required by law prior to discharge or disposal.

- **Recycling and Reuse of Materials and Products**

The Supplier shall contribute to the recycling and reuse of materials and products to the extent possible.

### **3.8 Protection of Personal Data**

The Supplier shall comply with personal data protection laws of the European Directive 95/46/EC, the countries' law in which the Supplier and Dextra Group are incorporated, where the contemplated transaction will take place, and any other applicable jurisdictions. The Supplier shall also ensure that he will not transfer any personal data to any third party, unless an express approval has been issued by Dextra Group and such third party undertakes to comply with the Code.

### **3.9 Confidentiality**

The Supplier acknowledges and agrees that from time to time, the Supplier may acquire confidential or proprietary information or materials from Dextra Group pursuant to or in connection with the performance of the transaction and agrees in such instance that the Supplier shall:

- not use or divulge or communicate or make available by any means to any person (other than as permitted here) or with the written authority of Dextra Group) any such information or materials; and
- prevent the unauthorized publication or disclosure or use of any such information or materials by any person and in any event take sufficient security measures and take sufficient care and precaution with regard to the same at all material times.

The Supplier shall ensure that his employees are aware and comply with the confidentiality and non-disclosure provisions contained in this clause and shall indemnify Dextra Group against any loss or damage which Dextra Group may suffer or incur as a result of any breach of confidence by any of our employees.

The aforesaid obligations of confidentiality shall not apply to information that is:

- required to be disclosed pursuant to any applicable law (but only to the extent so required under such applicable law); or
- is in the public domain through no fault or breach of confidentiality by the Party in question.

### **3.10 Anti-Corruption**

Corruption and bribery are recognized as barriers to sustainable development and free trade. Dextra Group does not accept these practices and therefore does not offer or accept any kind of undue payment in any of our business transactions. The Supplier shall act accordingly.