

# Supplier Code of Conduct

## 1. INTRODUCTION

The business of Bluefors is guided by its four core values: **Innovation, Passion, Collaboration, and Excellence** as outlined in the **Code of Conduct of Bluefors**. In addition to its Code of Conduct, Bluefors expects its suppliers and business partners to respect these same core values and place a high priority on ethical and sustainable business practices. This Supplier Code of Conduct ("**Code**") outlines the minimum standards and requirements that Bluefors expects all its suppliers to comply with when conducting business with Bluefors.

In this Code, references to "you" means any individual or legal person which provides products, components, materials, or services to Bluefors. This also includes your own suppliers, contractors and other stakeholders participating in the delivery of products, components, materials, or services to Bluefors. You must ensure that the requirements outlined in this Code are communicated to such parties and that they comply with the requirements stated in this Code.

Bluefors may amend its Code of Conduct and this Code from time to time. The latest versions are available on the website of Bluefors at [Governance & Ethics - Bluefors.com](https://bluefors.com/governance-ethics).

In addition to the standards and requirements set out in this Code, you agree to observe and comply with the standards and requirements stated in the Responsible Business Alliance (RBA) Code of Conduct (Labor, Health & Safety, Environment, Ethics and Management System).

## 2. LEGAL COMPLIANCE AND ETHICAL BUSINESS PRACTICES

### 2.1. Legal and Regulatory Compliance

Comply with all applicable laws and regulations. This Code is not a substitute for applicable laws and regulations. If a requirement in this Code contradicts any applicable local laws or regulations, you will comply with whichever is more stringent.

### 2.2. Business Integrity and Anti-Corruption

Never engage in any form of fraud, bribery, corruption, extortion, or embezzlement.

Always comply with applicable local and international anti-corruption laws and regulations, including without limitation the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. Ensure that your directors, employees, and any third parties acting on your behalf do not offer, promise, give or accept any bribes, or make or accept improper payments to obtain new business, retain existing business, or secure any other improper advantage.

Do not provide any bribe or kickback scheme or otherwise offer any incentive to Bluefors employees, directors, shareholders, or other related parties (or any person or close member of family to any of the aforementioned) to obtain or retain any business (whether directly or through an intermediary). Do not provide Bluefors employees, directors, shareholders, or other related parties (or any person or close member of family to any of the aforementioned) with any gift, corporate hospitality, or other benefit/benefits in any situation in which it might influence, or appear to influence, a person's decision in relation to you or your business with Bluefors. Gifts should never be provided during an open tender/bidding or in case there are on-going contract negotiations or other open decision-making matters with regards to Bluefors.

Minor ordinary hospitality with regards to ordinary business relations is acceptable when such hospitality is not provided in connection with the aforementioned situations or otherwise in an attempt to receive financial or other benefit.

### 2.3. Conflicts of Interest

Disclose to the Legal department of Bluefors ([legal@bluefors.com](mailto:legal@bluefors.com)) or your business contact at Bluefors all conflicts of interest in your engagement with Bluefors.

Avoid any interaction with Bluefors employees that may conflict, or appear to conflict, with that employee's duty to act in the best interests of Bluefors.

### 2.4. Fair Competition

Compete in a fair manner in compliance with all applicable competition laws and regulations. Do not enter into any agreements or arrangements with your competitors or potential competitors to increase prices, restrict competition, or manipulate markets. Implement and maintain standards and procedures to ensure that your directors and employees do not engage in any anti-competitive practices.

### 2.5. Trade Compliance and Export Control

Comply with all applicable export control laws and regulations, including without limitation international trade sanctions issued by the United Nations, European Union, or United States of America. Inform the Trade Compliance department of Bluefors ([kyc@bluefors.com](mailto:kyc@bluefors.com)) without delay if you, your immediate owner or ultimate beneficial owner, or any of your directors, officers or other representatives is or becomes subject to international trade sanctions or restrictions.

Inform Bluefors if any of the products, services, or technology you supply to Bluefors is subject to any export controls or export license requirements, including without limitation U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Provide to Bluefors upon request information about the manufacturing location of the products or components you supply to Bluefors with proof of origin. Do not source any materials or components from entities subject to applicable sanctions or from countries that are under embargo from the U.S. or EU.

### 2.6. Intellectual Property, Confidential Information and Data Protection

Comply with all applicable laws and international treaties regarding the protection of intellectual property rights (including copyrights under national laws and international agreements). Respect and protect the intellectual property and confidential or proprietary information of Bluefors and third parties. Do not publish, use, or disclose such information to any unauthorized third party.

Do not disclose your cooperation with Bluefors, use Bluefors name or logo as a reference in any public or non-public material or channels, or use any trademarks of Bluefors without the prior written approval of Bluefors.

Respect the privacy rights of data subjects and comply with relevant data protection laws and regulations when processing personal data. Implement and maintain appropriate technical and organizational measures to protect data processing and information systems.

Bluefors follows ISO 27001 requirements (information security, cybersecurity and privacy protection), Organizational controls sections, and is required to leverage this through the supply chain. This means that our ICT suppliers (meaning IT tools, software/app and IT service providers) are required to be compliant with industry-standard cybersecurity requirements (i.e., ISO 27001 or equivalent), however, no need to be standard-certified. Listed below are relevant standard clauses to supply chain controls:

- 5.19 - Information security in supplier relationships (Annex A): CONTROL - Processes and procedures shall be defined and implemented to manage the information security risks associated with the use of supplier's products or services.

- 5.20 – Addressing information security within supplier agreements (Annex A): CONTROL - Relevant information security requirements shall be established and agreed with each supplier based on the type of supplier relationship.
- 5.21 - Managing information security in the information and communication technology (ICT) supply chain (Annex A): CONTROL - Processes and procedures shall be defined and implemented to manage the information security risks associated with the ICT products and services supply chain.
- 5.22 - Monitoring, review and change management of supplier services (Annex A): CONTROL - The organization shall regularly monitor, review, evaluate and manage change in supplier information security practices and service delivery.

Bluefors reserves the right to perform a risk assessment on the supplier's cybersecurity practices whenever deemed necessary. This assessment may include, but is not limited to, reviewing security policies and evaluating incident response protocols. For 'key' and 'preferred' suppliers (related software and/or IT services) this may be an annual review.

## 2.7. Conflict Minerals and Land Rights

Bluefors is committed to avoiding the sourcing and use of minerals originating from conflict-affected and high-risk areas (including without limitation the Democratic Republic of the Congo or an adjoining country). Exercise due diligence on the source and chain of custody of any tantalum, tin, tungsten, and gold in products you supply to Bluefors to assure that they are sourced in compliance with the OECD Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or an equivalent and recognized due diligence framework. Comply with applicable laws and regulations relating to such conflict minerals, including EU Regulation 2017/821. Provide the relevant certificates and records to Bluefors and verify your compliance with the aforementioned obligations.

Respect the legal land rights of individuals, indigenous people, and local communities in all operations and avoid any negative impacts on local communities within which you operate.

## 3. LABOR AND HUMAN RIGHTS

Respect internationally recognized human rights, including those set out in the International Bill of Human Rights, the UN Guiding Principles on Business and Human Rights, and the principles set out in the International Labour Organization's Declaration on Fundamental Principles and Rights at Work. In particular, observe and comply with the following requirements.

### 3.1. Fair Employment and Non-Discrimination

Treat employees in a fair and equal manner. Do not engage in or support discrimination or harassment based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Treat employees with dignity and respect and ensure that no worker is subject to any harassment, abuse, or other forms of intimidation.

### 3.2. Child or Forced Labor

Employment must always be voluntary. Never use any child or forced labor (as defined under applicable laws and regulations). Do not employ or use workers under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Do not use any forced labor (including trafficked, indentured, or bonded labor) or contract with

subcontractors or suppliers using child labor or forced labor (as defined under applicable laws and regulations). Mental and physical coercion, slavery and human trafficking are prohibited.

### 3.3. Terms of Employment

Ensure that compensation paid to your employees (including contractors, temporary or part-time employees) complies with applicable wage laws, including those relating to minimum wages, overtime hours, paid leave and mandatory benefits. Ensure that working hours do not exceed any statutory limit. Overtime must be voluntary and always compensated. All employees must be provided with freely agreed employment documents that respect the employee's legal and contractual rights.

### 3.4. Freedom of Association

Respect your employees' right to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Employees must have the right to form and join trade unions and other worker organizations without harassment, interference, or retaliation.

### 3.5. Health and Safety

Provide a safe and healthy working environment to all employees in compliance with applicable laws and regulations. Provide relevant health and safety information, training, and protective equipment to employees. Maintain a system to recognize and avoid potential risks in your operations, prevent accidents and injuries, and implement effective safety measures covering human safety, emergency preparedness and exposure to health and safety hazards (such as dangerous chemicals or substances).

## 4. ENVIRONMENTAL AND SUSTAINABILITY RESPONSIBILITY

Comply with all applicable environmental laws and regulations. Obtain and keep current all required environmental permits, approvals, and registrations for your operations. Comply with any applicable environmental reporting and monitoring requirements and provide the required information to Bluefors.

Conduct your business in a manner so that negative impacts on the environment are avoided or minimized. Monitor, control, minimize and appropriately treat emissions and pollutants and other waste generated from your operations. Systematically manage your environmental work and responsibilities by establishing and maintaining a relevant environmental management system.

Participate upon request to a reasonable extent in the environmental program of Bluefors to prevent or reduce emissions and waste resulting from your business operations with Bluefors. If specified in your agreement with Bluefors, comply with any requirements regarding the prohibition, restriction, labelling for recycling or disposal of specific materials or substances.

If applicable, assess and report to Bluefors on your products' compliance with local and international chemical regulations and assist Bluefors in ensuring compliance. In particular, observe the requirements and limitations imposed on EU SVHC (Substances of Very High Concern) designated chemicals. Upon request, provide the required information and test results to Bluefors. Inform the Technical Compliance department of Bluefors ([compliance@bluefors.com](mailto:compliance@bluefors.com)) without delay of any material changes in technical or chemical properties or regulatory status of your product when this information becomes available.

At Bluefors, we acknowledge the vital role of environmental responsibility in our business operations and product development. We expect our suppliers to align with these standards to minimize adverse effects on the community, environment, and natural resources. Our environmental and sustainability recommendations encompass the following four (4) themes:

**Environment** (carbon neutrality & circularity), **Social Responsibilities** (Safety & People), **Governance** and **Supply Chain Responsibility**.

*These recommendations cover various areas of environmental responsibility, including:*

**Environmental Permits and Reporting, Hazardous Substances management, Solid Waste Management, Air Quality Management and Pollution Prevention, Material Compliance, Water Management and Energy Efficiency and Greenhouse Gas Reduction.**

Should you have any inquiries, suggestions, or opportunities for collaboration, please do not hesitate to reach out to [sustainability@bluefors.com](mailto:sustainability@bluefors.com)

## 5. MONITORING AND REPORTING

Regularly monitor your compliance with this Code. Provide to Bluefors upon request access to relevant information and documents to verify your compliance with this Code. If Bluefors has reasonable grounds to suspect that you have breached this Code, then Bluefors may itself or through a third-party auditor under a duty of confidentiality audit any matters deemed material in terms of this Code and in order to validate your compliance with this Code, including but not limited to, your premises, tools, accounts and relevant documents as well as records, in the presence of your representative.

Inform Bluefors immediately if you become aware of a breach of this Code by your own employees or other persons under your responsibility (such as your suppliers or other stakeholders). Send such reports to [legal@bluefors.com](mailto:legal@bluefors.com) or through the Whistleblowing reporting channel of Bluefors at <https://www.bluefors.com>. Provide your employees with the means to raise their concerns about compliance with this Code. Any employee who makes such a report in good faith must be protected from retaliation.

If Bluefors finds, in its reasonable opinion that you have materially violated this Code, Bluefors has the right to terminate the business relationship with you with immediate effect.

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Supplier confirms that it has read this Code, fully understands the standards and requirements set out in this Code and hereby acknowledges and agrees to comply with this Code.

Place and date \_\_\_\_\_

Company

Signature

Name

Title