

CODE OF CONDUCT FOR SUPPLIERS

INTRODUCTION

Nexer (and all companies within the Nexer Group, hereinafter called “Nexer”) aims to have a positive impact on economical, environmental and social issues within our industry. To accomplish that, all our suppliers need to understand and follow this Code of Conduct.

The Nexer Code of Conduct (hereinafter called “the Supplier Code”) applies to all our suppliers, including sub-contractors, consultants, distributors and agents (hereinafter called “suppliers”). The Supplier Code is mandatory for all Nexer’s suppliers.

The Supplier Code is based on industry standards and established international framework.

COMPLIANCE WITH INDUSTRY STANDARDS AND ESTABLISHED INTERNATIONAL FRAMEWORK

At any given time, our suppliers are required to comply with the laws and regulations in the countries where their operations are held and shall obtain and maintain all required licenses and permits relevant to the business. If the current law stipulates higher requirements than described in this Supplier Code, our suppliers are required to comply with the applicable law.

Regulations (other than national laws) that must be followed by suppliers are:

- International Labour Organisation’s Declaration on Fundamental Principles and Rights at Work
- The United Nations Universal Declaration of Human Rights

Furthermore, our suppliers need to be able to show that they fulfil all legal obligations such as (but not limited to) payment of taxes, environmental regulations, accurate records and social welfare contributions.

WORKING CONDITIONS

WORK ENVIRONMENT

Suppliers are required to protect both their employees and visitors to their work locations. Alongside applicable health and safety laws, our suppliers are obliged to take the necessary precautions to protect everyone from workplace injuries, occupational diseases, contagious diseases and other possible hazards.

ZERO TOLERANCE OF ALCOHOL AND DRUGS

All work from our suppliers is required to be performed without any influence from alcohol or drugs (narcotics, non-medicinal use of pharmaceuticals).

EMPLOYMENT CONTRACT

Supplier personnel shall be provided a written employment contract stating the conditions of the employment.

FREEDOM OF ASSOCIATION AND THE RIGHT TO BARGAIN COLLECTIVELY

Our suppliers are obliged to recognise and respect the right of personnel to enjoy freedom of association and collective negotiations (in alignment with applicable legislation).

REASONABLE PAY AND REMUNERATION

Supplier personnel are protected by legal requirements and/or levels in accordance with a central collective agreement covering working hours, remuneration, holiday, sick leave and parental leave. Salaries are to be paid regularly and directly to the employee in accordance with the employment contract.

DISCRIMINATION

Nexer expects all our suppliers to not tolerate discrimination, harassment or less favourable treatment due to gender, age, ethnic origin, different age groups, religion, trade union activity, pregnancy, minorities, indigenous people or other legally protected characteristics. Suppliers must strive for diversity, equality and inclusion for the above-mentioned fields. Furthermore, suppliers must recruit in an ethical way.

CHILD LABOUR

Nexer does not allow any use child labour. Suppliers are required to work against all forms of child labour.

MODERN SLAVERY AND FORCED LABOUR

Nexer does not allow any use forced labour or any other unfair or illegal practices. Suppliers and partners shall not participate in, or benefit from any form of forced labour, including (but not limited to) bonded labour, involuntary prison labour, slavery, servitude or work performed under the menace of a penalty or coercion. All workers shall have the right to enter into and terminate their employment freely, and work shall be conducted on a voluntary basis.

WHISTLEBLOWING

Supplier will provide an anonymous complaint mechanism for its employees to report possible violations of this Code and Supplier's own Code of Conduct. Supplier will protect whistleblower confidentiality and prohibit retaliation.

COMMUNICATION

Nexer's suppliers need to communicate with care when representing Nexer. This means:

- Never disclose confidential business information about Nexer or Nexer's customers, business partners or suppliers.
- Do not post or share anything that's confidential business information, discriminatory or would constitute a threat, intimidation, or harassment.
- Irony and sarcasm should be avoided.

ENVIRONMENTAL

ENVIRONMENTAL IMPACT

Suppliers need to be committed to reducing their negative environmental impact including but not limited to areas such as a shift towards sustainable energy, decarbonisation, biodiversity, energy efficiency, working towards better water and air quality, reducing waste, recycling and biodiversity, animal welfare, soil quality, noise emissions, responsible chemical management and sustainable resources management. Furthermore, suppliers need to be able to provide visibility of their progress towards this commitment. Our suppliers need to encourage the development and use of technologies that are environmentally friendly and work towards reducing negative environmental aspects in the supply chain. Nexer has the right to access GHG emissions reporting.

BUSINESS ETHICS AND ANTI-CORRUPTION

CORRUPTION

Nexer's commitment is to operate with transparency, trust and integrity continuously. Whether it is on a corporate or personal level, corruption, extortion or bribery is not acceptable in our organisation. This approach applies to all markets where Nexer operate and all our business relations. Our suppliers are expected to not offer, promise, give, request, accept or agree to receive significant gifts or entertainment (including events, trips and other travelling arrangements) to or from third parties.

Suppliers are required to follow the trade sanctions, export control laws and regulations that apply to our business as well as relevant economic sanctions.

FAIR COMPETITION

No form of price collusion, cartel or abuse of market position is permitted.

CONFLICTS OF INTEREST

Employees of the supplier are required to manage their personal and financial interests in a way that ensures that they do not conflict with or could be perceived as conflicting with the supplier's operations. Furthermore, relationships with business partners, such as subcontractors, may not be utilised for the employee's own personal gain.

COUNTERFEIT PARTS

The supplier is expected to develop, implement, and maintain effective methods and processes appropriate to their products to minimise the risk of introducing counterfeit parts and materials into deliverable products.

INTELLECTUAL PROPERTY

Suppliers must protect the intellectual property, trade secrets and confidential information (including personal data and personally identifiable information) of Nexer and its customers.

INDIGENOUS PEOPLE

Suppliers and partners shall respect the rights of indigenous and tribal peoples and their social, cultural, environmental, and economic interests, including their connection with lands and other natural resources. The supplier recognises the necessity to preserve the natural livelihood of people. The supplier shall not engage in the unlawful eviction of and deprivation from land, forest, and waters.

AUDIT

An audit may be conducted in the form of self-assessments and/or by on-site audits conducted by Nexer personnel, or a third-party appointed or approved by Nexer. The audits include inspection of health and safety, together with interviews of employees and access to accurate and comprehensive documentation regarding compliance with the Supplier Code.

FOLLOW-UP

Nexer have the right to request certain information from our suppliers to verify that the supplier acts in compliance with this Supplier Code. The information needs to be provided in such a way that Nexer may fulfil its obligations with regards to monitoring, reporting and verification of our supply chain. Our suppliers are required to comply with such requests in a full and timely manner.

FAILURE TO COMPLY

Should a supplier fail to comply with the regulations in this Supplier Code, or applicable laws, Nexer are entitled to terminate any agreement with the supplier.

I/we the undersigned authorised representative/s of the supplier, hereby certify that the Supplier accepts and complies with the Nexer Code of Conduct for Suppliers.

Date: _____

Company name: _____

Signature: _____

Name: _____