STRØMMES24 SUPPLIER CODE OF CONDUCT

Requirements for Responsible Business Conduct

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Applies to	Suppliers, manufacturers and relevant sub-suppliers
Approved by	Board of Directors
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Replaces	Guidelines for Suppliers – Strømmes24 AS, updated October 2025

1. Purpose and scope

Strømmes24 strives to conduct business responsibly and with respect for people, society and the environment. This Supplier Code of Conduct defines the minimum requirements and expectations that apply to suppliers, manufacturers and relevant sub-suppliers involved in products or services supplied to Strømmes24.

The Code is based on internationally recognised principles for responsible business conduct, including relevant United Nations and International Labour Organization conventions, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct and the OECD Due Diligence Guidance for Responsible Business Conduct.

Suppliers shall comply with applicable national laws and regulations. Where this Code and local law address the same subject, the requirement providing the higher level of protection for people or the environment should be applied, unless this would conflict with mandatory law. This Code complements Strømmes24's purchasing contracts, Supplier Self-Assessment Questionnaire, product compliance requirements and risk-based supplier follow-up and does not replace other contractual or legal obligations.

2. Supplier responsibility and due diligence

Suppliers are expected to identify, prevent, mitigate and account for actual and potential adverse impacts on people, working conditions, society and the environment within their own operations and relevant supply chains. The supplier shall maintain proportionate processes for identifying social, environmental and business-conduct risks and shall take appropriate preventive and corrective action where risks or adverse impacts are identified.

Relevant risk assessments, actions and follow-up shall be documented and made available to Strømmes24 upon reasonable request. Suppliers are expected to cooperate openly with Strømmes24's due diligence, supplier assessments, audits and improvement activities and to communicate relevant requirements in this Code to production sites and sub-suppliers. Compliance in the supply chain shall be monitored based on risk.

Strømmes24's approach is based on transparency, cooperation and continuous improvement. A weakness or audit finding does not automatically lead to termination where the supplier demonstrates willingness and ability to improve and implements credible and documented corrective actions.

3. Human rights and labour rights

3.1 Forced labour and responsible recruitment

All forms of forced, bonded, prison, indentured or involuntary labour are prohibited. Workers shall be free to leave employment after reasonable notice and shall not be required to surrender passports, identity documents or other personal papers as a condition of employment. Workers shall not be required to pay recruitment fees or related employment costs. Where such fees are identified, the supplier shall ensure appropriate remediation.

Employment terms shall be explained in a language workers understand before employment begins. Particular attention shall be given to risks affecting migrant, temporary, agency and other vulnerable workers.

3.2 Freedom of association and collective bargaining

Workers shall have the right, without discrimination, to form and join trade unions of their own choosing and to bargain collectively where permitted by law. Employers shall not interfere with or obstruct lawful worker organisation, and worker representatives shall not be discriminated against and shall be able to carry out legitimate representative functions.

Where freedom of association or collective bargaining is legally restricted, suppliers shall not hinder lawful alternative forms of independent worker representation, dialogue and negotiation.

3.3 Child labour and young workers

Child labour is prohibited. The minimum age for employment shall comply with applicable law and relevant ILO requirements. Persons under 18 shall not perform work that is hazardous or likely to harm their health, safety, development or education.

Suppliers shall maintain appropriate procedures for age verification and for responsible remediation if child labour is identified. Any remediation shall prioritise the child's best interests and continued access to education.

3.4 Equality, non-discrimination and humane treatment

There shall be no discrimination in recruitment, compensation, access to training, promotion, termination or retirement based on characteristics unrelated to legitimate job requirements. Harassment, sexual harassment, physical or verbal abuse, threats, intimidation and other degrading or inhumane treatment are prohibited. Workers shall be treated with dignity and respect.

3.5 Wages, working hours and regular employment

Wages and benefits shall at minimum comply with applicable national laws and binding industry requirements. Workers shall receive clear and understandable information about wages, deductions and payment terms. Wages shall be paid regularly and in full, and unlawful or disciplinary wage deductions are prohibited.

Suppliers are expected to work towards wages that meet workers' basic needs and provide some discretionary income, taking into account local living conditions and relevant international labour standards.

Working hours, overtime and rest periods shall comply with applicable national laws and relevant international labour standards.

Normal working hours should generally not exceed 48 hours per week. Overtime shall be voluntary, limited and compensated in accordance with applicable law and relevant collective agreements.

Total working hours should generally not exceed 60 hours per week, including overtime. Any exceptions must be permitted under applicable law, consistent with relevant international labour standards and subject to appropriate safeguards to protect workers' health and safety.

Workers shall normally receive at least one day off in every seven-day period, or equivalent rest arrangements permitted under applicable law and relevant international labour standards.

Suppliers shall maintain accurate and reliable working-time records and take appropriate measures to prevent excessive or involuntary overtime.

Regular employment

Obligations arising from regular employment shall not be avoided through improper use of short-term, casual, labour-only, apprenticeship or similar arrangements.

Workers shall receive written employment terms in a language they understand. Employment relationships shall comply with applicable labour laws and provide workers with the rights and protections to which they are entitled.

4. Health and safety

Suppliers shall provide a safe and healthy working environment and maintain systematic processes to identify, assess and control occupational health and safety risks. This includes appropriate workplace risk assessments, personal protective equipment, machinery safeguards, safe work procedures, regular and documented training, emergency preparedness, fire protection, evacuation procedures and first-aid arrangements.

Suppliers shall record and investigate occupational accidents, injuries and significant near misses and implement corrective actions. Workers shall have access to clean drinking water, hygienic sanitation and appropriate welfare facilities. Where worker accommodation is provided, it shall be safe, clean, adequately ventilated and separated from hazardous production areas.

Critical or significant health and safety findings shall be corrected without undue delay and documented through an appropriate corrective action process.

5. Environment and climate

Suppliers shall comply with applicable environmental laws and permits and shall work systematically to identify, monitor and reduce significant environmental impacts from their operations and supply chains. Environmental management shall be proportionate to the nature and scale of the supplier's activities and shall address relevant impacts such as energy use, greenhouse-gas emissions, water consumption, wastewater, pollution, waste, hazardous waste, chemicals and use of natural resources.

Suppliers are expected to promote resource efficiency, prevent unnecessary waste and seek safer alternatives to hazardous substances where feasible. Relevant impacts on biodiversity, land, forests, water resources and ecosystems shall be avoided or minimised where applicable.

Relevant environmental, material or climate-related product information shall be provided to Strømmes24 when reasonably requested. Where environmental or material certifications are claimed, suppliers shall be able to provide valid certificates and scope information. Suppliers shall also work to reduce unnecessary packaging and the use of virgin plastic and cooperate with Strømmes24 on practical packaging improvements where relevant.

Strømmes24 expects products not to be individually packaged in plastic unless necessary to protect product quality, hygiene or safety during handling, storage or transport. Suppliers shall seek alternative packaging solutions where feasible and minimise unnecessary plastic packaging.

6. Responsible sourcing, production sites and traceability

Suppliers shall maintain appropriate oversight of the production sites and relevant sub-suppliers involved in products supplied to Strømmes24. The actual production site used for Strømmes24 products shall be identified when requested, and changes to production sites, material subcontractors or other material production arrangements shall be notified before implementation where notification or approval is required.

Suppliers shall maintain controls to prevent unauthorised subcontracting or undisclosed outsourcing and shall maintain reasonable traceability of products, materials and relevant sub-suppliers based on product and supply-chain risk. Known gaps or limitations in upstream traceability shall be disclosed transparently and addressed through reasonable improvement efforts.

Where materials carry specific social or environmental risks, suppliers shall provide relevant origin, certification or sourcing information when requested.

7. Product compliance and chemical management

Suppliers shall ensure that products and packaging supplied to Strømmes24 comply with applicable legal and customer requirements in the markets for which the products are intended. Appropriate controls shall be maintained for product safety, restricted substances, chemicals, labelling and required conformity documentation.

For products supplied to the Norwegian or EEA market, suppliers shall comply with applicable REACH restrictions and other relevant chemical requirements and shall provide relevant test reports, declarations, material information, certificates and other compliance documentation upon request. Product compliance requirements shall be communicated to relevant production sites and sub-suppliers.

The supplier shall promptly inform Strømmes24 of failed tests, restricted substances, product-safety concerns, regulatory inquiries or other material non-compliance affecting supplied products or materially similar products.

8. Business ethics and responsible conduct

Suppliers shall conduct business ethically, transparently and in accordance with applicable law. Bribery, corruption, extortion, kickbacks and facilitation payments are prohibited. Gifts, hospitality or other benefits shall not be offered or accepted where they could improperly influence a business decision, and actual or potential conflicts of interest involving Strømmes24 employees or representatives shall be disclosed.

Suppliers shall comply with applicable sanctions, export-control, competition and anti-money-laundering requirements. Business records shall be accurate, and suppliers shall not falsify certificates, test reports, audit reports, origin information, production-site information or other documentation provided to Strømmes24. Confidential and personal information shall be protected against unauthorised access, use or disclosure.

9. Grievance mechanisms and whistleblowing

Suppliers shall maintain effective channels through which workers and relevant stakeholders can raise concerns regarding human rights, labour rights, health and safety, environmental matters, corruption or other misconduct. Such mechanisms shall be accessible to workers, including migrant, temporary and agency workers where relevant, and concerns shall be handled confidentially and fairly.

Retaliation against persons who raise concerns in good faith is prohibited. Credible concerns shall be investigated and, where appropriate, followed by remediation and corrective actions.

10. Social audits, documentation and corrective actions

For production sites in higher-risk countries or where otherwise required by Strømmes24, suppliers shall ensure that a valid social audit such as amfori BSCI, SMETA or an equivalent recognised audit is available. The latest relevant social audit report shall be provided to Strømmes24 upon request and, where required, before the relevant production site is approved or used.

Audit findings shall be reviewed and addressed through documented corrective action plans where necessary. Corrective action plans shall identify the required actions, responsible persons and realistic deadlines, and evidence of progress and closure shall be maintained and provided when requested.

A lower social audit rating does not automatically exclude a supplier or production site where there is transparency, credible improvement work and documented corrective action. Serious, repeated, overdue or inadequately addressed findings may, however, result in increased monitoring, re-audit, conditional approval, suspension of orders or termination. Strømmes24 reserves the right to determine whether the remaining risk is acceptable.

11. Sub-supplier requirements

Suppliers are responsible for communicating relevant requirements from this Code to production sites and sub-suppliers involved in products or services supplied to Strømmes24. Relevant requirements shall, where appropriate, be incorporated into supplier expectations, purchase terms, contracts or equivalent controls.

The supplier shall monitor compliance based on risk and follow up material deviations. The supplier remains responsible for the conformity of products supplied to Strømmes24 and for appropriate management of risks associated with its selected production sites and sub-suppliers.

12. Animal welfare

Where animal-derived materials or animal-related activities are relevant, animal welfare shall be respected and applicable laws and recognised good practice shall be followed. Unnecessary suffering shall be avoided, and suppliers shall provide information on the origin and certification of animal-derived materials when reasonably requested.

13. Follow-up, non-compliance and continuous improvement

Strømmes24 may follow up compliance with this Code through dialogue, Supplier Self-Assessment Questionnaires, document review, social audit reports, corrective action plans, supplier meetings, site visits, third-party audits or other proportionate measures based on risk.

Where non-compliance is identified, the supplier is expected to cooperate openly and implement appropriate corrective actions within agreed deadlines. Strømmes24 will normally seek improvement through dialogue and documented follow-up where this is credible and proportionate.

Serious violations, repeated non-compliance, lack of transparency, refusal to cooperate, falsification of documentation, unauthorised subcontracting or failure to implement agreed corrective actions may result in conditional approval, suspension of orders or termination of the business relationship.

14. Supplier acknowledgement

By signing this Supplier Code of Conduct, the supplier confirms that it has received, understood and accepts the requirements set out above and will communicate relevant requirements to production sites and sub-suppliers involved in products or services supplied to Strømmes24.

Supplier	**Strømmes24 AS**
Company name	[Supplier legal name]
Name / title	[Name / title]
Date	[Date]
Signature	
Company stamp (if applicable)	