



# Supplier Code of Conduct

**Policy Owner:** Group Head of Procurement and Supply-Chain  
**Version:** 1.6  
**Review:** Last updated October 2025. This Policy will be reviewed and updated annually  
**Signed off by:** Heras HoldCo As, Board of Directors

## **1 INTRODUCTION**

This Supplier Code of Conduct is globally valid and applies to Heras HoldCo AS and its subsidiary companies ("the Group"). It is publicly disposed and incorporated in the Group routines and clearly communicated internally and externally.

The ethical principles contained in this document describe the principles of the Group and its affiliates for responsible acting regarding ethics, working conditions, health and safety as well as environment. The ethical principles are in accordance with the *Ten Principles of the United Nations Global Compact* and *applicable ILO standards*.

The document forms an integral part of the agreements between the Group and its suppliers. The Group expects its suppliers to comply with these principles and promote the same standards throughout their own supply chains.

## **2 ETHICAL BUSINESS COMMITMENT AND FAIR COMPETITION**

a) The suppliers will adhere to all applicable local, national and supra-national laws and regulations. In countries, or in specific situations where there is no law or regulation governing a particular activity or operation, the Group expects its suppliers to conduct their operations consistent with the principles of this Policy. The Group shall be entitled to verify in a suitable manner whether its suppliers comply with these principles.

b) The suppliers will never, directly or through intermediaries, offer, promise or make any understandings about any personal or improper advantage to obtain or retain a business or other advantage from the Group or a third party, whether public or private.

c) In the course of making business decisions or carrying out their job responsibilities, the supplier's employees shall avoid conflicts of interests between personal interests and the interests of the business and its business objectives.

d) The suppliers are committed to the principles of lawful and free competition under observation of the relevant national and international legislation.

e) The supplier adopts a zero-tolerance approach to fraud, bribery and corruption and is committed to acting professionally, fairly and with integrity in all business dealings and relationships wherever it operates.

## **3 EMPLOYMENT IS FREELY CHOSEN BY EMPLOYEES**

a) There is no forced, bonded or involuntary prison labour. Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable time.

b) The suppliers shall ensure that their operations do not contribute to human trafficking or forced labour. This includes, among others, the implementation of measures to prevent and address human trafficking within their supply chains, and the protection of workers from exploitation and abuse.

c) The suppliers shall comply with all applicable national and international regulations regarding human trafficking, including the *UN Protocol to Prevent, Suppress and Punish Trafficking in Persons*.

## **4 FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED**

a) Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

b) The employer adopts an open attitude towards the activities of trade unions and their organisational activities.

c) Workers' representatives are not discriminated against and have access to carry out their representative functions in the workplace.

d) Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates and does not hinder the development of parallel means for independent and free association and bargaining.

## **5 WORKING CONDITIONS ARE SAFE AND HYGIENIC**

a) A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of associated with or occurring in the course of work, by minimizing, so far as it is reasonably practicable, the causes of hazards inherent in the working environment.

b) Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.

c) Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

d) Accommodation, where provided, shall be clean, safe and meet the basic needs of the workers.

## **6 CHILD LABOUR SHALL NOT BE USED**

a) There shall be no use of child labour.

b) Persons under 18 shall not be employed at night or in hazardous conditions.

c) The supplier shall observe the relevant International Labour Organisation standards.

## **7 PAYMENT OF MINIMUM WAGES**

a) Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event, wages should always be high enough to meet

basic needs and to provide some discretionary income.

b) All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

c) Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

## **8 WORKING HOURS ARE NOT EXCESSIVE**

a) Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.

b) In any event, workers shall not on a regular basis be required to work more than 48 hours per week and shall be provided with at least one day off for every 7-day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

## **9 NO DISCRIMINATION IS PRACTICED**

a) There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

## **10 REGULAR EMPLOYMENT IS PROVIDED**

a) To every extent possible work performed must be based on recognised employment relationship established through national law and practice.

b) Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprentice-ship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

## **11 NO HARSH OR INHUMANE TREATMENT IS ALLOWED**

a) Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

b) The supplier is expected to commit to and respect the protection of internationally proclaimed human rights, in particular ILO's Human Rights Guidelines.

c) The suppliers shall not be complicit in human rights abuses.

## **12 ENVIRONMENT PROTECTION**

a) The suppliers shall run their business in a way which, at a minimum, protects and preserves the environment. This includes amongst others the maintenance of natural resources, the avoidance of the use of dangerous or hazardous substances to the extent possible and a responsible handling of wastes.

b) The suppliers shall comply with all applicable national and international environmental legislations and obtain all necessary environmental permits to run their business.

c) The suppliers shall monitor their environmental impacts and apply strategies and targets to reduce risks and negative impacts and improve on opportunities and positive impacts.

## **13 CONFLICT MINERALS**

a) The suppliers shall ensure that their sourcing practices do not contribute to human rights abuses, armed conflict, or environmental degradation. This includes, among others, the avoidance of sourcing minerals from conflict-affected and high-risk areas unless they can demonstrate that their supply chain is conflict-free.

b) The suppliers shall comply with all applicable national and international regulations regarding conflict minerals, including the U.S. Dodd-Frank Act and the EU Conflict Minerals Regulation. They shall exercise due diligence on the source and chain of custody of conflict minerals and provide necessary documentation to verify compliance.

## **14 SANCTIONS**

a) The supplier shall fully comply with all applicable sanctions and trade control laws and regulations, including without prejudice to the generality of the foregoing, those of Norway, the EU, the US, the UK and sanctions regulations in the jurisdictions where the supplier operates.

b) The supplier shall ensure and implement effective internal controls to minimise the risk of any non-compliance with relevant sanctions and trade control laws and regulations, including training and support for their employees and contract workers.

The supplier shall have procedures in place to ensure that third parties, including agents, subcontractors, or other third parties involved in contracts with the Group, comply with applicable sanctions and trade control laws and regulations.

c) By entering into the Contract with the Group, the supplier warrants that it, along with its subcontractors, is not in any way sanctioned under applicable sanctions laws, including but not limited to sanctions imposed by the EU, US, UK or UN. Moreover, the supplier warrants that it, along with its subcontractors, is not, under direct or indirect

ownership, control, or acting on behalf of a sanctioned individual or entity, or Russian citizens, individuals residing in Russia, or legal entities established in Russia.

c) In the event that the supplier, its owners, any key personnel or subcontractor become subject to sanctions, or if there is reasonable cause to believe they may be subject to sanctions, the supplier shall immediately inform the Group in writing. The Group shall also be notified if the supplier becomes aware of any breach of this provision or of any breach or suspected breach of applicable sanctions and trade control regulations. Additionally, the supplier shall promptly notify the Group in writing of any changes in its ownership or control.

## **15 DOCUMENTATION**

a) The supplier is obliged to comply with the requirements and expectations outlined in this Code of Conduct, and the Group may request documentation to verify compliance with these requirements and expectations, including information about the supplier and its deliveries. The Group may also request other information necessary for the Group to comply with its legal obligations and any inquiries from national authorities related to the deliveries under the Contract. The Group can also require this work to be documented within a reasonable time on one or more occasions of the following ways:

- Conduct self-risk assessment provided by the Group
- Follow-up communications with the Group
- Own or independent third-party control of the working conditions at the production site

b) The Group may at any time require documentation to be provided or check whether the requirements are met fulfilled.

## **16 RIGHT OF ACCESS**

a) The Group must have access to all necessary systems, including finances, pay and working conditions. The right of access includes, among other things, audit and verification, interviews, inspection, control and document review.

b) The supplier must provide reasonable assistance free of charge for such inspection for 3 years after the last payment found place.

c) The supplier must ensure that the Group has a corresponding right of access to the supplier's premises subcontractors.

## **17 RIGHT TO CONTROL THE PLACE OF PRODUCTION**

a) The Group reserves the right to carry out notified or unannounced checks on production site at the supplier and/or subcontractor during the contract period.

## **18 REACTION TO VIOLATION**

a) Breach of this Code of Conduct constitutes a breach of contract which can cause reactions.

b) Violations of ethical guidelines must be corrected. The supplier is obliged to make corrections at his own expense and/or order a subcontractor to make such corrections, within a reasonable period set by the Group. Done rectification must be documented in writing and rectification of the breach is not considered to have taken place before that the necessary documentation is available.

c) In the event of a breach, the Group can also order the supplier to stop all deliveries and work. The Group direct financial loss caused by such an outage, as well as the supplier's costs, are covered the supplier.

d) In the event of a significant breach of ethical guidelines, the Group can terminate the contract immediately effect. Repeated breaches will always be considered a material breach of contract. The same goes for if the supplier fails to correct

## **19 FEEDBACK AND CONTINUOUS IMPROVEMENT**

a) The Group encourages the use of our [Whistleblower Portal](#) to report misconduct, such as violations of environmental, human rights, competition and corruption law, without risk of retaliation. This applies to all individuals working in or affected by the value chain.

b) The Group encourage the stakeholders to provide feedback on challenges and successes they face in upholding the principles of this Code of Conduct. This should be addressed with the immediate contact person in the Group. The purpose of feedback is so that the Group can work with suppliers to support them in adhering to the code.

## **20 FLOW-DOWN REQUIREMENTS**

The supplier shall ensure that all subcontractors and third parties involved in delivering goods or services to the Group are held to standards consistent with this Code of Conduct. The supplier is responsible for communicating these requirements and ensuring compliance. Non-compliance by such parties may be treated as a breach of the supplier's obligations.

## **21 DECLARATION OF CODE OF CONDUCT**

Name of the Company: \_\_\_\_\_

Date/Place: \_\_\_\_\_

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_