

**inwido**



Code of Conduct  
For business partners

## Introduction

Inwido's business concept is to offer products and quality at the best price. Quality also means that our products must be manufactured in a way that is environmentally and socially sustainable. We have a responsibility towards everyone who contributes to our success. We are therefore committed to working closely with our suppliers and business

partners to achieve a long-term, sustainable social and environmental standard in the factories that manufacture Inwido's products and in the operations of other business partners.

Inwido is committed to responsible business and wants the responsibility to permeate the entire value chain in the business. This also includes suppliers and contractors and their subcontractors as well as other business partners. We therefore ask all suppliers and contractors to Inwido AB (corporate organisation number 556633-3828) and all companies included in the Group (henceforth referred to as Inwido or the Company) to support this Code of Conduct. It is the responsibility of Inwido's suppliers and other business partners to inform their employees and subcontractors about Inwido's Code of Conduct, and to ensure that these are implemented in every factory and workplace that produces, finishes, packs or otherwise handles goods or performs services for Inwido.

Inwido will lead by example and comply with the requirements in this Code of Conduct in all our operations.

All observations, discussions and written information received from the supplier are to be treated confidentially by Inwido and any third party organizations appointed by Inwido. Our ambition is to, on an aggregated level, report on suppliers compliance to the Code of Conduct requirement in the annual sustainability report.

We base our requirements mainly on internationally agreed standards such as the Universal Declaration of Human Rights, the principles in The UN Global Compact, The UN Convention on the Rights of the Child and applicable ILO Conventions, as well as national legislation.

This Code of Conduct is drafted and valid in the English language. Where there are different language versions of this document these shall be considered translations of convenience only and the English version will prevail in any case of discrepancy.

## 1. Legal requirements

Inwido's general rule is that all our suppliers and other business partners must, in all their activities, follow the national laws in the countries in which they operate. Should any requirement in this Code conflict with the national law in any country or territory, the law must always be followed. In such cases the supplier must notify Inwido immediately, before signing this Code. However, Inwido's requirements may go beyond the requirements set out in national law.

## 2. Ethics

Inwido value the fact that all the operations of the Company are characterized by honesty, integrity and fair play. Thus, it is vital to ensure that dishonesty, disloyalty or corruption does not harm Inwido's good reputation.

Inwido has a zero tolerance policy on bribery and corruption. This applies to all the Company's business dealings and transactions in all the countries in which the Company or its subsidiaries and business partners operate.

What is considered as a bribe is regulated in each countries legislation.

Inwido particularly wish to point out, that the Company do not take any commission from our suppliers. Should any of our Company employees, openly or implied, ask for a commission of any kind, the supplier is requested to immediately inform Inwido.

### 2.1 Advantages

Inwido's employees are not allowed to request, accept, arrange, offer or give any kind of advantages. The term "advantage" could include, but is not limited to: gift, loan, money (regardless currency), fee, reward, journeys, service, bonus, vouchers of any kind, order samples for personal use, employment contract, discount on private purchases and

other favors such as sponsoring and event tickets with a value that exceeds locally established limits, or that is not customary and otherwise accepted.

Inwido does not allow the offer or receipt of hospitality whenever such arrangements could affect the outcome of business transactions, i.e. the purpose is to obtaining or retaining business with Inwido.

## 2.2 Confidential information

Employees and/or business partners of Inwido must never disclose confidential company information to any person outside or within the Company, except with a prior permission from the Company.

Confidential information includes but is not limited to; Inwido's financial and commercial relationships, buying, offers, strategies, supplier information, information on suppliers' capacity, IT solutions, campaigns, new sales markets, analyses, sensitive personnel data, information concerning Inwido and/or the business carried on within Inwido and which is not generally known outside the Company; in other words, has not been published or otherwise communicated by or through Inwido.

## 3. Child Labour Is Not Accepted

(Refer to ILO Conventions 138 and 182 and to the UN Convention on the Rights of the Child)

### 3.1 Child Labor

Inwido does not accept child labor. No person shall be employed at an age younger than 15 (or 14 where the national law so allows) or younger than the legal age for employment if this age is higher than 15. The company must take the necessary preventive measures to ensure that it does not employ anyone below the legal age of employment.

### 3.2 Young Workers

All legal limitations on the employment of persons below the age of 18 years must be followed. We acknowledge that according to the UN Convention on the Rights of the Child, a person is a child until the age of 18. We recognize the rights of every child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. The minimum age for admission to hazardous work is 18 years.

## 4. Health And Safety

### 4.1 Building Safety

We require our suppliers and other business partners to make employees' safety a priority at all times. No hazardous equipment or unsafe buildings are accepted, local legislation applies.

### 4.2 Fire Safety

Emergency exits on all floors must be clearly marked, well lit and unblocked all the way out of the building. Evacuation through emergency exits must always be possible during working hours. Everyone working on the premises, including managers and guards, must be regularly trained in how to act in case of fire or other emergency. Regular evacuation drills for all employees are required; evacuation plans and firefighting equipment must be in place.

### 4.3 Accidents and First Aid

The employer must work proactively to avoid accidents causing harm to any employee in the workplace. Relevant first aid equipment must be available and other legally required medical supply or help.

### 4.4 Working Environment

The premises must be regularly maintained and cleaned and must provide a healthy working environment.

## 5. Workers' Rights

### 5.1 Basic Rights

5.1.1 We do not accept any forms of forced or bonded labour and we do not accept the use of prison labor or illegal labor in the production of goods or services for Inwido. (Refer to ILO Conventions 29 and 105)

5.1.2 Migrant workers shall have exactly the same entitlements as local employees. Any commissions and other fees in connection with employment of migrant workers must be covered by the employer. Workers employed through an agent or contractor are the responsibility of Inwido's supplier and other business partners, and are thus covered by this Code.

5.1.3 Every employee shall be treated with respect and dignity. Under no circumstances does Inwido accept if Inwido's suppliers, their subcontractors or other business partners use humiliating or corporal punishment, and no employee shall be subject to physical, sexual, psychological or verbal harassment or abuse.

5.1.4 All employees have the right to form or join associations of their own choosing, and to bargain collectively. Inwido does not accept disciplinary or discriminatory actions from the employer against employees who choose to peacefully and lawfully organize or join an association. (Refer to ILO Conventions 87, 98 and 135)

5.1.5 No employee shall be discriminated against in employment or occupation on the grounds of sex, race, color, age, pregnancy, sexual orientation, religion, political opinion, nationality, ethnic origin, disease or disability. (Refer to ILO Conventions 100 and 111)

5.1.6 All employees are entitled to a written employment contract, in the local language, stipulating the employment terms and conditions. The employer has a responsibility to ensure that all employees are aware of their legal rights and obligations.

### 5.2 Wages, Benefits, Working Hours and Leave

As background to this chapter we quote from the Universal Declaration of Human Rights Article 23:3, as guidance concerning our ambition for our suppliers and business partners:

"Everyone who works has the right to just and favorable remuneration ensuring for himself and his family an existence worthy of human dignity..."

5.2.1 Wages must be paid regularly, on time, and must reflect the experience, qualifications and performance of the employee. Inwido's minimum requirement is that employers shall pay at least the statutory minimum wage, the prevailing industry wage or the wage negotiated in a collective agreement, whichever is higher.

5.2.2 Ordinary working hours must not exceed the legal limit per week. Overtime hours must not exceed the numbers allowed by the law of the country.

5.2.3 The employees shall be granted and correctly compensated for any types of paid leave to which they are legally entitled. Examples of such leave include annual leave, maternity/parental leave and sick leave.

## 6. Housing Conditions

If a company provides housing facilities for its employees, the requirements regarding fire safety and cleanliness under point 3 above should also cover the dormitory. The dormitory must be separated from the workplace and have a separate entrance. Employees should have free access to the dormitory.

## 7. Environment

The environment is of increasing concern globally and Inwido expects its suppliers and other business partners to act responsibly in this respect. Our suppliers must comply with all applicable environmental laws and regulations in the country of operation. In particular, we are concerned about how the production of our material and other products contributes to climate change and water stress.

At the latest by the commencement of the agreement, the supplier shall provide complete environmental information, for example, by means of product information documentation or material safety datasheets for the items included in the purchase. This concerns the contents of the products, their environmental characteristics and handling instructions both

for the use of the product and for any occurring residue. In addition, the supplier pledges to answer any occurring environmental questionnaires from Inwido.

On request, the supplier shall satisfy Inwido's requirements for product information by means of life cycle analyses, environmental statements, etc.

## 7.1 Environmental Permits

The company must have the relevant environmental permits and licenses for its operations.

## 7.2 Handling of Chemicals

Chemicals used must be in compliance with applicable environmental laws and regulations in the country of operation. Chemical containers must be properly labeled and safely stored.

The supplier shall register or pre-register all the chemical substances in their products, intended for use within Inwido, according to REACH (Registration, Evaluation, Authorization and Restriction of Chemicals).

The supplier must at all time, also after the agreement has terminated, act according to and be compliant with EU legislation and any national legislation regarding REACH.

## 7.3 Water Management and Wastewater Treatment

Water is a scarce resource in many parts of the world and should be used as efficiently as possible. All outgoing wastewater from wet processes must be treated before it is discharged. The treated wastewater quality must meet the requirements in local legislation.

## 7.4 Waste Management

Any waste and in particular hazardous waste must be taken care of in a responsible manner and in accordance with local law.

## 8. Systems Approach

In order to maintain compliance with Inwido's Code of Conduct for business partners, local labor laws and environmental laws, it is important that Inwido's suppliers and other business partners have the necessary policies and management systems in place.

## 9. Monitoring And Enforcement

### 9.1 Supply Chain

Inwido's Code of Conduct applies only to our direct suppliers, other business partners and manufacturers of goods or services for Inwido and their downstream subcontractors. However, we encourage our suppliers and other business partners to impose social and environmental requirements upstream in their supply chain, for example on suppliers of products and raw materials. Examples of such requirements include banning the use of forced labor and child labor, chemical restrictions and treatment of wastewater.

### 9.2 Transparency and Co-operation

Inwido expects all its suppliers and other business partners to respect this Code of Conduct and to actively do their utmost to achieve our standards. We also expect our suppliers and other business partners to be transparent and not intentionally mislead any auditors in the event of audit. We believe in co-operation and we are willing to work with our suppliers and other business partners to achieve sustainable solutions and to promote suppliers and other business partners who are in compliance.

Ethical behavior is required by Inwido and any breaches of Inwido's Code of Conduct for suppliers must immediately be reported to Inwido's local management.

### 9.3 Monitoring

All suppliers and other business partners are obliged to keep Inwido informed at all times of where each product is being produced, including subcontracting. Relevant documentation must be maintained for follow up purposes. We reserve the right to make unannounced visits to all units producing goods or services for Inwido, at any time. We also reserve the right to appoint an independent third party of our choice to conduct audits in order to evaluate compliance with our Code of Conduct. In the event of audit we require unrestricted access to all areas of the premises, to all documents and to all employees for interviews.

### 9.4 Corrective Action

If Inwido performs an audit it is to identify gaps between the requirements between this Code of Conduct and the actual practices. If gaps are identified the supplier should suggest corrective actions which can be decided together with Inwido. If supplier does not comply or presents unwillingness to take action to correct gaps it may lead to reduced business and ultimately the end of the business relationship with Inwido.