

## Lanab Group AB

# Trading policy & Supplier Code of Conduct

### INTRUDUCTION

This Code of Conduct applies to all suppliers and other business partners of Lanab Group AB, a limited company registered in Sweden with Company Registration Number 556376-5188, and all companies fully or partially, directly or indirectly owned by Lanab Group AB.

The Code of Conduct was drafted in English, and the English version is binding. If there are other language versions of the document, such translations shall be treated purely as reference materials, and in case of discrepancies the English version shall prevail.

The Code of Conduct defines our requirements in relation to suppliers, as well as our other business partners. Through the Code of Conduct, we fulfil obligations toward Lanab Group's Board of Directors, employees, customers, shareholders and other stakeholders. Lanab Group's suppliers and other business partners are encouraged to inform their suppliers of Lanab Group's Code of Conduct. Most of our requirements are based on internationally accepted standards such as the United Nations Universal Declaration of Human Rights, the UN Convention on the Rights of the Child and applicable ILO Conventions, and legislation in individual countries.

### 1. LEGAL REQUIREMENTS

We generally require that the business activities of our suppliers and other business partners always comply with the local legislation in the respective countries of operation. If the requirements under the Code of Conduct differ from the national legislation in a country or territory, the legislation always prevails. In such cases, suppliers must notify Lanab Group immediately, before the Code of Conduct is signed. However, Lanab Group's requirements may in some cases be more stringent than the national legislation.

### 2. CHILD LABOUR IS UNACCEPTABLE

#### 2.1 Child labour

Lanab Group does not accept child labour. No employee may be under 16 or younger than the minimum age for employment, if over 16. The company must take such preventive measures as are required to ensure that no person younger than the statutory minimum age for employment is employed.

### 3. HEALTH AND SAFETY

#### 3.1 Building safety

We require our suppliers and other business partners to always prioritise their employees' safety. We do not accept the use of hazardous equipment or operations in substandard buildings.

#### 3.2 Fire safety

Emergency exits on all floors must be clearly marked and have good lighting. No part of the evacuation route may be blocked. Evacuation through emergency exits must always be possible during working hours. All employees at the workplace, including managers and other staff, must be trained regularly in how to act in case of a fire or other emergencies. Evacuation drills must be performed regularly and involve all employees. Evacuation plans and fire safety equipment must be available.

#### 3.3 Accidents in the workplace and first aid

Employers must actively prevent that employees are injured in accidents at the workplace. First aid kits must be available.

### **3.4 Work environment**

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

## **4. EMPLOYEE RIGHTS**

### **4.1 Fundamental rights**

4.1.1 We do not accept forced labour in any form. We do not accept undeclared workers manufacture goods or perform services on behalf of Lanab Group.

4.1.2 All employees must be treated with respect and dignity. We do not accept the use of offensive treatment or bodily punishment by our suppliers, their sub-suppliers or other business partners. No employees may be harassed or offended physically, sexually, psychologically or verbally.

4.1.3 All employees have the right to organize themselves, to join organizations of their choice and to negotiate collectively. Lanab Group does not accept the use of disciplinary or discriminating measures by employers in relation to employees who organise themselves or who join an organisation for the peaceful protection of their statutory rights.

4.1.4 No employees may be discriminated against in connection with recruitment or allocation of tasks based on gender, marital status, skin colour, age, pregnancy, sexual orientation, faith, political opinion, nationality, ethnicity, illness or disability.

4.1.5 All employees have a right to a written employment contract in the language of the relevant country. The terms of employment must be specified in the contract. The employer must ensure that all employees are informed of their statutory rights and obligations.

### **4.2 Salary, benefits, working hours and leave**

Salaries must be paid regularly and in a timely manner. When salaries are fixed, the employee's experience, qualifications and performance must be taken into account. Lanab Group's minimum requirement is that the employer must at least pay the statutory minimum wage, a customary industry salary or a salary determined by way of a collective agreement (the highest level applies). Additionally, all other forms of statutory benefits and compensation shall be payable. Unreasonable deductions are not allowed. Employees have a right to a written salary specification including the basis of calculation.

## **5. ACCOMMODATION**

If the company provides accommodation for its employees, the fire safety and hygiene provisions in Clause 3 above shall apply to such accommodation as well. The accommodation must be separate from the workplace with a separate entrance. Entrance to the accommodation must be free for residents.

## **6. THE ENVIRONMENT**

The company's suppliers and other business partners must comply with all environmental laws and regulations applicable in their countries of operation.

### **6.1 Environmental permits**

The company must have relevant environmental and operating licenses.

### **6.2 Waste management**

All waste, in particular hazardous waste, must be disposed of in a responsible manner and in accordance with local regulations.

## 7. SYSTEMIC APPROACH

In order to comply with Lanab Group's Code of Conduct and local labour law and environmental regulations, our suppliers and other business partners must have policies and management systems in place required in relation to their operations.

## 8. INSPECTIONS AND COMPLIANCE

### 8.1 Transparency and collaboration

Lanab Group expects all suppliers and other business partners to respect the Code of Conduct and make their best efforts to comply with its requirements. We also expect our suppliers and other business partners to be transparent.

We believe in cooperation and will be happy to cooperate with our suppliers and other business partners to achieve sustainable solutions and support suppliers and other business partners who comply with our Code of Conduct. Please report any breaches of Lanab Group's Code of Conduct immediately to the local Lanab Group management, or to [inkop@lanabgroup.se](mailto:inkop@lanabgroup.se).

### 8.2 Inspections

All suppliers and other business partners must notify Lanab Group continuously of where each product is manufactured. This information must also comprise sub-suppliers. Relevant documents must be saved and presented in case of an audit.

We reserve the right to make unannounced visits at any time at any entity that manufactures goods or performs services on behalf of Lanab Group. We also reserve the right to hire an independent third party to carry out audits and to assess compliance with our Code of Conduct.

### 8.3 Chain of suppliers

Lanab Group's Code of Conduct applies to our companies, direct suppliers, other business partners and producers of goods and services on behalf of Lanab Group. However, we would like our suppliers and other business partners to impose similar social and environmental requirements on their own suppliers.

### 8.4 Improvement measures

The purpose of Lanab Group's audits is to find out if the actual circumstances and conditions in a workplace differ from the requirements set forth in the Code of Conduct. The audited company is given the chance to improve by proposing and implementing a plan of action. Lanab Group will review the implementation of the plan and verify that the deficiencies have been corrected.

If the company fails to carry out sustainable improvements by the applicable deadline, the business relationship with Lanab Group may suffer. Failure to cooperate or repeated serious infringements of Lanab Group's Code of Conduct or local legislation may result in reduced orders or assignments and, as a last resort, termination of the business relationship.

**Lanab Group AB**  
**October 2019**

**Niclas Lindqvist**  
**CEO**