

# Code of Conduct

## INTRODUCTION

*This code of conduct is based on the highest internationally accepted standards and each manufacturer guarantees that the conditions and undertakings herein shall apply within their own manufacturing facilities as well as its subcontractors.*

### 1. General Principle

1.1 All manufacturers contracted to make products for KEBACK AB must operate in full compliance with the local and national laws of their respective countries and with all other applicable laws, rules and regulations.

Requirements in this Code of Conduct are minimum requirements and do not restrict more beneficial policy standards.

1.2 KEBACK AB will only do business with companies that use sound and ethical practices, minimise the potential for conflicts of interest, prohibit the giving or receiving of gifts and gra-tuities and which place the utmost importance in truth and full disclosure.

### 2. Legal and ethical business practices

Manufacturers and subcontractors must fully comply with all applicable local, state, federal, national and international laws, rules and regulations including, but not limited to, those relating to wages, hours, labour, health and safety and immigration.

Manufacturers and subcontractors must be ethical in their business practices.

### 3. Child Labour

Children or minors under the minimum working age established by local law or having completed compulsory schooling or under the age of 15 years (or 14 years in those countries referred to in article 2.4 of ILO convention no. 138). Workers under eighteen (18) years of age shall not be used in work that carries health or safety risks.

### 4. Forced Labour

KEBACK AB will not purchase products or components thereof from manufacturers that use forced labour, prison labour, indentured labour or exploited bonded labour, nor shall personnel be

required to lodge ‘deposits’ or original identity papers upon commencing employment with the company or permit their manufacturers to do so.

## 5. Health and Safety

5.1 The working environment shall be safe and healthy and the manufacturer shall take adequate steps to prevent accidents and injury to health arising out of, is associated with or occurs in the course of work by minimising the causes of hazards inherent in the working environment.

5.2 Clean bathrooms and access to potable water shall be provided for use by all workers. If dormitory facilities are provided for workers they shall be clean, safe, meet the basic needs and must be sufficiently lighted and ventilated. If the supplier provides employee housing facilities, these shall be safe and hygienic, and shall provide satisfactory personal privacy and space.

5.3 Fire alarm, fire exits and fire extinguishers shall be available and displayed as well as regularly maintained, charged and inspected. The exits shall allow for the orderly evacuation in case of fire or other emergencies. Emergency exit routes shall be posted and clearly marked in all sections of the manufacturer’s facilities and dormitory facilities.

Emergency exits shall be kept clear at all times.

5.4 The manufacturer shall keep at least one well-stocked first aid kit easily accessible in each working or dormitory area.

## 6. Freedom of Association

The manufacturer shall recognise and respect the rights of workers to freely associate and to bargain collectively in accordance with the laws of the countries in which they are employed.

## 7. Discrimination and equal treatment

The manufacturer shall not engage in or support discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on race, colour, caste, national origin, religion, disability, gender, sexual orientation, union membership, political affiliation, maternity, marital status or age.

## 8. Harassment

The manufacturer may not subject employees to corporal punishment, physical, sexual, psychological, or verbal harassment or abuse. In addition, the manufacturer may not use monetary fines as a disciplinary practice. Behaviour, including gestures, language and physical contact that are sexually coercive,

threatening, abusive or exploitative will not be tolerated.

## 9. Working Hours

9.1 Manufacturers shall not require their workers to work more than the limits on regular and overtime hours allowed by the law of the country in which they are employed. Except under extraordinary business circumstances, workers shall be entitled to one day off in every seven day period.

Manufacturers must inform their workers at the time of their hiring if mandatory overtime is a condition of their employment. Manufacturers shall not compel their workers to work excessive over-time hours.

9.2 Workers shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

## 10. Wages and benefits

10.1 All workers and employees shall be paid at least the minimum total compensation required by law applicable in the country of employment including all mandated wages, allowances and benefits. All workers and employees shall have the right to equal pay for equal work as well as periodic holiday with pay.

10.2 Provisions and regulations applicable to mandated benefits including but not limited to housing, meals, transportation and other allowances, health care, child care, sick leave, emergency leave, pregnancy and menstrual leave, vacation, religious, bereavement and holiday leave as well as contributions for social security, life, health and other insurance must be strictly complied with.

## 11. Environment

11.1 The manufacturer shall comply with all environmental laws and regulations applicable to the local surroundings and its business. Practices that minimise the impact on the environment shall be encouraged. Care must be taken with any environmentally sensitive substance or process.

11.2 When the manufacturer has the choice between two chemicals with the same function, he shall choose the chemical that is the least hazardous to the environment.

11.3 KEBACK AB strongly encourages its Suppliers and their subcontractors to surpass mere compliance with local environment laws by adopting best practice principles and to continuously seek improved methods to minimise any adverse environmental impact of their operations.

## 12. Implementation

The manufacturer shall translate this Code of Conduct into the local language and display the conditions prominently in the places of work and workers dormitory facilities.

## 13. Monitoring and compliance

13.1 KEBACK AB nominated representatives are entitled to visit the manufacturers and its subcontractor's plants at any time in order to inspect the conditions therein and investigate whether or not the Code of Conduct is being complied with.

13.2 The manufacturer shall fully co-operate with KEBACK AB during inspections carried out at its or its subcontractors facilities, there included also the providing of relevant documents in order to enable KEBACK AB to fully carry out the inspection.

## 14. Sanctions

Violations by the manufacturer, or by the manufacturer's subcontractors, of this Code of Conduct shall be appropriately remedied at the cost of the manufacturer.

KEBACK AB reserves the right to take necessary measures to ensure future compliance with the Code of Conduct. Failure to comply with the Code of Conduct may ultimately result in termination without compensation of the relationship between KEBACK AB and the manufacturer.

## 15. Facility security

Adequate security must be maintained within the premises of the manufacturer to prevent the introduction of non-manifested goods into outbound shipments.

## AGREEMENT OF THE MANUFACTURER

We, the undersigned, acknowledge receipt of this Code of Conduct. We have read, understood and agree that we comply and will continue to comply with all the conditions stipulated herein.

We also undertake to ensure that all subcontractors engaged on our behalf comply and will comply with all the conditions stipulated herein and understand that clause 15 is applicable also in case only the subcontractor has committed any breach hereof.

KEBACK AB

Tomas Nilsson  
Import Manager