
NORDKALK SUPPLIER CODE OF CONDUCT

Foreword

The aim of the Nordkalk Group (“Nordkalk”) is to pursue long-term profitable business in an ethical, sustainable and responsible manner. This is done by continually improving processes, products and services while taking into account *inter alia* the economic, human, social and environmental aspects. Nordkalk’s values - Openness, Fairness, Courage, Trust and Respect - guide all Nordkalk’s operations.

Nordkalk expects all the parties providing Nordkalk with products or services, a party like this later referred to as the “Supplier”, to commit to this Nordkalk Supplier Code of Conduct (“Supplier Code”). In addition, the Supplier and Nordkalk may agree on further standards in supply agreements. This Supplier Code has been created to ensure that Nordkalk’s values and ethical standards are clearly understood and supported by all Nordkalk’s Suppliers including also their suppliers and employees and other stakeholders. Nordkalk expects all of its Suppliers to work in the spirit of Nordkalk’s values, commit to sustainability and to adhere to similar good working standards and business ethics. The Supplier is expected to comply with this Supplier Code even if it stipulates higher standards than required by national or local laws or regulations.

This Supplier Code has been renewed and approved on March 2022 and replaces the earlier versions of Nordkalk Supplier Code of Conduct (dated 20 April 2015 and 10 June 2020).

Legal Compliance

The Supplier is obliged to comply with the laws of the applicable legal systems including without limitation legal requirements and local rules. Such laws and regulations typically concern for example the environment, waste management, labour rights, safety and product safety.

What does this mean in practice?

- Follow the legislation and regulatory developments in the relevant area and communicate the significant changes also to Nordkalk.
- Require that your suppliers, customers, consultants and other business partners comply with applicable laws and act responsibly.
- Do not allow illegal activities.

Fair Competition

The Supplier is obliged to conduct its business and compete in accordance with applicable antitrust and competition rules and policies.

What does this mean in practice?

- Avoid unnecessary dealings with your competitors and do not agree on prices, market sharing, production volumes or alike. Keep in mind that sharing this type of confidential information can lead to a violation of antitrust rules.
- Do not engage in vertical competition infringements with your distribution networks, such as hindering parallel trade and operating a resale price maintenance policy.

Anti-Corruption & Anti-Bribery

Nordkalk has a zero-tolerance approach towards all forms of bribery and corruption. The Supplier shall not tolerate corruption or bribery either.

The Supplier shall not make any improper payments or other arrangements which could be seen to intend to influence or corrupt the recipient. Such improper payments and arrangements may include e.g., bribes, gifts, favours, gratuities, loans, benefits and entertainment.

The Supplier is obliged to confirm that neither it nor its affiliates, beneficial owners or directors have been prosecuted in any jurisdiction for corruption, economic sanctions, export control or money laundering related offences.

What does this mean in practice?

- Never accept or offer or promise bribery, facilitation payments, illegal rebates, or any other unethical payments.
- Cooperation with public officials usually carries higher risk of bribery, especially concerning hospitality and gifts, and you as the Supplier, are aware of this risk and have relevant procedures in place to recognize and prevent bribery.
- Do not offer or accept gifts or hospitality that might influence your decision-making as a supplier or Nordkalk's employees or managers decision-making as a purchaser. The Supplier shall ensure its compliance with applicable export and import laws, regulations on sanctions and sectors subject to restrictions (such as use for military purposes) administrated, enacted or enforced by any competent jurisdiction or authority.

Human Rights & Employee's Rights

The Supplier is expected to, in the same way Nordkalk does, respect human rights as defined by the United Nations' Universal Declaration of Human Rights and comply with recognised international labour standards as defined by the International Labour Organization (ILO) and UN Global Compact.

The Supplier is expected to take steps and measures to prevent and mitigate negative human rights impacts, and to avoid causing, contributing or being linked to negative human rights impacts. The Supplier shall treat people with respect and give them equal opportunities for personal growth and professional development, which means that the Supplier shall not allow discrimination.

The Supplier shall not use child or forced labour at any of its operations or activities and shall take active measures to ensure that bullying or harassment do not take place.

The Supplier shall not participate in, or benefit from, any form of modern slavery, forced, compulsory or bonded labour. All employment must be freely chosen, and employees shall be free to leave work or terminate their employment within a reasonable notice period.

The Supplier shall respect the employees' right to freedom of association and collective bargaining, pay sufficient wages and benefits, and ensure that employees' working hours are in accordance with all applicable regulations.

What does this mean in practice?

- Do not discriminate based on a person's gender, age, race, ethnicity, disabilities, nationality, sexual orientation, religious beliefs, political affiliations, marital or economic status or

position, and take measures to protect employees from bullying or harassment, sexual or otherwise.

- Follow employees' working hours and make sure that overtime is used in exceptional situations (e.g., production peaks) and employees receive applicable overtime pay.
- Entitle all employees to enter and sign an employment contract in a language they can understand and do not make employees hand over their passports or other identity documents.
- Make sure that employees are free to terminate their employment relationship in accordance with applicable laws and collective bargaining agreements.
- Do not engage children under the age of 18 in tasks that are harmful to their health and safety (e.g., night work), or engage children under the age of 15 (14 or 16 in some countries) in work in such a way that their schooling is hindered or adversely affected.

Health & Safety

The Supplier shall ensure that any of its or its subcontractors personnel who are entering into or working at Nordkalk's sites shall comply with all Nordkalk's reasonable procedures and instructions relating to for instance health and safety, logistics, conduct and security at the sites or ports.

The Supplier shall ensure the health, safety and security of employees, visitors and other people impacted by its operations. A job safety management system according to OHSAS 18001 or any equal system must be implemented, or otherwise demonstrated that the operations fulfil those requirements as included in the systems.

The Supplier shall, at a minimum, comply with all applicable safety and health laws and regulations in the countries in which they operate.

The Supplier shall take necessary steps to ensure that employees are protected from sickness, disease and injury arising from their employment. The Supplier shall, for example, provide all employees with necessary free protective equipment and instructions of the use of such equipment. It is the Supplier's responsibility to arrange a proper monitoring on the use of necessary protective equipment when the work task so requires. Employees shall have the right to refuse to work if the conditions are unsafe, and without fear of being subject to any form of punishment for doing so.

The Supplier shall provide appropriate safety and health information as well as training for employees in a language understood by them. Training and accident records must be kept.

The Supplier shall also have procedures in place for handling emergencies such as fire, spills, and natural disasters. The Supplier shall ensure that there are appropriate emergency plans and evacuation procedures, appropriate hazard detection and suppression equipment, training and drills, and adequate emergency exits.

What does this mean in practice?

- When entering into Nordkalk's site, learn local safety rules, and instruct your employees to listen to safety instructions, watch the site-specific safety demonstration and use proper personal protective equipment (PPE) as instructed.
- Follow the safety of your own employees and provide them with relevant tools and protective equipment.

Environment & Sustainability

The Supplier shall comply with environmental legislation and ensure that the necessary permits are in place.

The Supplier shall minimize the negative environmental impact on soil, water, air and biodiversity, Supplier shall demonstrate continuous improvement and, whenever possible, use the best available techniques (BAT). The Supplier shall strive for continuous improvement of the overall environmental performance related to environmental aspects. The Supplier shall identify, monitor, manage, and reduce emissions to air from its operations. The Supplier shall seek for low carbon solutions, when possible.

The Supplier shall manage any waste generated from its operations, products or customer's assets in its possession.

The Supplier shall have in place an environmental management system according to ISO 14001 or similar type of other system, or otherwise demonstrate that the operations fulfil those requirements as included in the systems.

The Supplier respects the local communities in its operating countries and areas and aim to minimize any negative or harmful impacts to them.

What does this mean in practice?

- Take the environment into account in all your activities and follow environmental laws and other rules.
- Have in place mechanisms supporting continuous improvement in reducing environmental impact.

Product Safety

All products and services shall meet the quality and safety criteria specified in relevant agreements as well as the applicable legal requirements.

The Supplier shall manage the product safety risks throughout the entire supply chain.

The Supplier shall use raw materials of known origin and ensure the traceability of raw materials and finished products.

The Supplier shall ensure that delivered products, if used as intended, are safe for people and the environment.

What does this mean in practice?

- Mark any products in accordance with the relevant legal requirements.
- Ask and follow origin of raw materials for products or manufacturing activities.
- **In case of any product safety issues arise, inform your customers without delay.**



Nordkalk

Supply Chain

The Supplier shall ensure that all its suppliers recognise and respect the requirements of this Supplier Code.

Enforcement

Nordkalk reserves the right for itself, as well as for its customers, to from time to time conduct due diligence, visits or audits to ensure the Supplier's compliance with this Supplier Code. The Supplier is expected to keep reliable and transparent documentation and records about the requirements of this Supplier Code. The Supplier shall provide information and documentation on the topics covered in this Supplier Code upon Nordkalk's request.

If Nordkalk finds that the Supplier is not meeting the requirements and expectations set out in this Supplier Code, Nordkalk will discuss with the Supplier about issues to be corrected or improved. The Supplier shall then, without undue delay, take the commercially reasonable corrective actions.

Nordkalk reserves the right to cancel outstanding orders, suspend future orders and/or terminate the contract with the Supplier in case of a material breach of this Supplier Code. Should the main contract between Nordkalk and the Supplier, to which this Supplier Code is appended or attached, contain separate termination rules, it is nevertheless understood by both parties that breach of this Supplier Code may be considered a material breach of contract, thus entitling Nordkalk to terminate the contract.