

Sajaco Nordic Holding Group

Require Code of Conduct

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INTRODUCTION

Sajaco Nordic Holding is a customer-oriented import/wholesales company, without our own manufacturing operations. We support the UN's Global Compact and OECD's guidelines for multinational enterprises. We acknowledge that we have a duty to safeguard the human rights of those involved in our enterprise as well as contributing to a sustainable development. Our Code of Conduct applies to our own business operations and to all our dealings with suppliers of products and services. The code is an integral part of our business and reflects our regard for working conditions, working environments and the environment in general. Sajaco Nordic Holding requires its suppliers to respect the principles of the Supplier Code of Conduct in their business operations and to comply with it in their business practice. Suppliers of Sajaco Nordic Holding products are responsible for ensuring that their manufacturers fulfil our Supplier Code of Conduct. Suppliers shall provide details of the manufacturers they use upon Sajaco Nordic Holding request.

If any breach of Sajaco Nordic Holding Code of Conduct should occur, we encourage our employees and suppliers' employees to report any such breach to: info@carlobolaget.se. Your information will be treated confidential and Sajaco Nordic Holding prohibits retaliation against anyone for raising or helping to address this type of issue.

1. LEGAL REQUIREMENTS

We expect our suppliers to be aware of the national legislation regarding their business operations in those countries where they operate, and to follow this legislation as a minimum requirement. However, the requirements of the code are not limited to laws, regulations, conventions and guidelines. The requirements of the Supplier Code of Conduct are to be observed in addition to national legislation.

2. WORKING ENVIRONMENT

Employees shall be provided with a safe and healthy workplace. **2.1 Health and safety** The supplier must meet the minimum laws and requirements pertaining to working conditions and the working environment. We also require our suppliers to prioritise the health and safety of their employees. We expect appropriate working protection to be used, equipment and premises to be safe, hazardous substances and waste to be handled in a safe way. **2.2 Housing facilities** If the supplier provides employee housing facilities, these shall be safe and hygienic, and shall provide satisfactory personal privacy and space.

3. WORKING CONDITIONS

Sajaco Nordic Holding requires its suppliers to respect basic human rights and requires that employees be treated in accordance with the ILO Declaration on Fundamental Principles and Rights at Work (1998). **3.1 Discrimination** Sajaco Nordic Holding values and respects different cultural backgrounds and traditions. Employees shall be appraised and treated on the basis of their own ability and qualifications to carry out their work, not on the basis of personal characteristics or convictions.

3.2 Forced labour No form of forced labour, involuntary or uncompensated work will be accepted. This includes all forms of compulsory agreements and illegal labour. No person may be detained at work against his or her will for any period of time. **3.3 Disciplinary practices** Employees shall be treated with respect and dignity. Under no circumstances may any employee be subject to corporal punishment or other forms of physical, sexual or psychological punishment, harassment or coercion. Pay deductions may not be made for disciplinary reasons, unless this is regulated by collective agreement or permitted by law. **3.4 Child labour** The UN Convention on the Rights of the Child (1989), the ILO Convention on Minimum Age for Employment (no. 138, 1973) and the ILO Convention concerning the Prohibition and Immediate Action for the Elimination of the Worst Forms of Child Labour (no. 182, 1999) are guidelines for all activities, which take place in the company's name. No person may be employed below the age for 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). If a child is found to be working for a supplier manufacturing Sajaco Nordic Holding products, we request that measures are taken to rectify the problem without worsening the child's social situation. If corrective action is not implemented after this situation is brought to our attention, Sajaco Nordic Holding will replace the supplier. **3.5 Wages and working hours** Suppliers shall stipulate working hours and pay wages and overtime pay as a minimum in accordance with national laws and agreements, or in accordance with local industry standards. Employees are entitled to a contract of employment. **3.6 Freedom of association and the right to collective bargaining** Employees shall be free to exercise their legal rights to join, form or work for organisations which represent their interests as employees. Suppliers must not threaten or penalize workers, or in any other way restrict or interfere with employees' legal and peaceful exercise of their rights. Suppliers shall respect employees' rights to collective bargaining. **3.7 Alcohol and unlawful drugs** the workplace must be free from alcohol and unlawful drugs in order to provide a good and safe working environment. Suppliers shall ensure that alcohol and unlawful drugs are not used during working hours.

4. ENVIRONMENT

Sajaco Nordic Holding is actively working to continually reduce its direct and indirect environmental impact. Suppliers are expected to work in line with Sajaco Nordic Holding environmental policy. Suppliers shall therefore be well informed about and comply with requirements in accordance with national legislation, regulations and industry standards. This involves being aware of and monitoring their environmental impact, and constantly working to improve environmental performance in their operations. As a minimum requirement, suppliers shall handle hazardous substances and waste in a safe way. Requirements restricting hazardous substances in those markets where Sajaco Nordic Holding sells its products, as well as any additional requirements made by Sajaco Nordic Holding, shall be met.

5. APPLICATION AND MONITORING

Sajaco Nordic Holding management is responsible for ensuring that work relating to the code of conduct is an on-going process, and for documenting and communicating how well we and our suppliers meet the requirements. Sajaco Nordic Holding expects a high level of integrity in all business interactions. The business relation and our work with sustainable development in the supply chain are depended on co-operation, mutual trust and respect. We strive for long-term relationships and mutual development. We believe in active dialogue and cooperation with suppliers in order to agree on realistic action plans in every individual case of deviation from the code, without compromising our long-term goals. Observation, discussions and information that we receive during monitoring CSR performance from our suppliers are treated confidentially by Sajaco Nordic Holding or any of us appointed 3rd party organisation. **5.1 Application** Employees responsible for purchasing products and services within Sajaco Nordic Holding shall ensure that the relevant suppliers are well informed about the Supplier Code of Conduct. Suppliers shall ensure that a local language version of the code is available to employees involved in production for Sajaco Nordic Holding. Managers shall be aware of this code, and responsible for its application within their area of responsibility. They shall also be aware of the relevant national laws and regulations. **5.2 Monitoring** Our purchasing organisations are responsible for supporting and monitoring suppliers and manufacturers. Any non-compliance with the code must be reported, acted on and followed up. In order to ensure that the code of conduct is practised, Sajaco Nordic Holding reserves the right to carry out unannounced inspections of suppliers and manufacturers. Inspections can also be made by an independent third party of our choice. The suppliers or manufacturers should on request provide a labour force register, records of hours worked and wages paid, work-related injuries and accidents, preventative action taken, fire protection measures implemented and evacuation drills carried out, as well as other appropriate information. If a supplier or manufacturer fails to implement the agreed-upon improvements in accordance with the action plan and within the settled time frame, Sajaco Nordic Holding will cease doing business with the supplier or manufacturer.

6. ANTI CORRUPTION

No form of extortion and bribery, including improper offers for payments to or from employees, or organizations, is tolerated.

Incidents of suspected bribery attempts or other unethical behaviour should be reported to info@sajaconordic.com and info@carlobolaget.se or to our Purchase Managers. Sajaco Nordic Holding prohibits retaliation against anyone for raising or helping to address this type of issue.

ACCEPTANCE & SIGNATURE

Acceptance of Supplier Agreement of Sajaco Nordic Holding.

Company Stamp:

Address

E-mail

I, the undersigned, do hereby warrant that I have authority to sign for the above- identified company having the above- identified address. I hereby enter this agreement on behalf of this organization, including on behalf of myself. I fully understand and will comply with the Supplier Agreement of Sajaco Nordic Holding.

Signature

Position

Date & Place

This page should be signed and stamped and sent back in original to the following address,

Sajaco Nordic AS

Høstbakken 11

NO-1793 Tistedal

Norway

Authorized signer at Sajaco Nordic Holding

Petter Flyvholm
CEO