

SAJACO NORDIC AS

Supplier Code of Conduct

Requirements for suppliers, manufacturers and business partners

Version: 2026

Owner: Sajaco Nordic AS

This document replaces previous supplier code of conduct versions used in the group for purchasing and supplier follow-up. All purchasing and supplier follow-up is now handled through Sajaco Nordic AS unless otherwise agreed in writing.

Introduction

Sajaco Nordic AS is a customer-oriented import, wholesale and product development company without its own manufacturing operations. Sajaco Nordic AS develops, imports and distributes products within bags, luggage, leather goods, gloves, accessories and related product categories.

Sajaco Nordic AS supports the UN Global Compact and the OECD Guidelines for Multinational Enterprises. We acknowledge our responsibility to respect human rights, safeguard decent working conditions and contribute to sustainable development throughout our own operations and supply chain.

This Supplier Code of Conduct applies to Sajaco Nordic AS, our suppliers, manufacturers, subcontractors and relevant service providers. Suppliers of Sajaco Nordic AS products are responsible for ensuring that their own manufacturers, subcontractors and material/component suppliers comply with the requirements in this Code.

Suppliers shall provide details of the actual production site, manufacturers and subcontractors used for Sajaco Nordic AS products upon request. Changes in production site, subcontractors, materials or production processes must be notified to and approved by Sajaco Nordic AS before production if the change may affect compliance, traceability, quality, product safety or working conditions.

If any breach of this Supplier Code of Conduct should occur, employees, supplier employees or other stakeholders are encouraged to report this to: info@sajaconordic.com. Information will be treated confidentially. Sajaco Nordic AS prohibits retaliation against anyone for raising or helping to address such concerns.

1. Legal requirements

Suppliers must be aware of and comply with national legislation and regulations in the countries where they operate. Compliance with local law is a minimum requirement.

The requirements in this Code are in addition to applicable laws, regulations, conventions and guidelines. Where local law and this Code address the same issue, the requirement that provides the greater protection for workers, people or the environment shall apply.

2. Working environment

Employees shall be provided with a safe, healthy and hygienic workplace.

2.1 Health and safety: Suppliers must meet legal requirements relating to working conditions and working environment. Suppliers shall prioritise the health and safety of their employees, ensure safe equipment and premises, provide appropriate protective equipment, and handle hazardous substances and waste safely.

2.2 Housing facilities: If the supplier provides employee housing, such facilities shall be safe and hygienic and provide satisfactory personal privacy and space.

2.3 Emergency preparedness: Suppliers shall have appropriate routines for fire safety, evacuation, first aid, accident prevention and reporting of work-related injuries and incidents.

3. Working conditions

Sajaco Nordic AS requires suppliers to respect basic human rights and to treat employees in accordance with the ILO Declaration on Fundamental Principles and Rights at Work.

3.1 Discrimination: Employees shall be assessed and treated based on their abilities and qualifications, not on personal characteristics, background, gender, religion, ethnicity, political opinion, disability, age, sexual orientation or similar circumstances.

3.2 Forced labour: No form of forced labour, involuntary labour, bonded labour, prison labour or uncompensated work is accepted. No person may be detained at work against their will or required to surrender identity papers or deposits as a condition of employment.

3.3 Disciplinary practices: Employees shall be treated with respect and dignity. Physical, sexual, verbal or psychological punishment, harassment, coercion or abuse is not accepted. Pay deductions for disciplinary reasons are not accepted unless regulated by collective agreement or permitted by law.

3.4 Child labour: Child labour is not accepted. No person may be employed below the age for having completed compulsory schooling or below the age of 15 years, unless local law allows 14 years in line with ILO Convention No. 138. If child labour is found, the supplier shall take corrective action that protects the child and does not worsen the child's social situation.

3.5 Wages and working hours: Suppliers shall comply with national laws, collective agreements and industry standards regarding wages, overtime pay, benefits and working hours. Employees are entitled to a written employment contract or legally accepted employment documentation.

3.6 Freedom of association and collective bargaining: Employees shall be free to exercise their legal rights to join, form or work for organisations representing their interests. Suppliers shall not threaten, penalise or interfere with employees' legal and peaceful exercise of such rights.

3.7 Alcohol and unlawful drugs: The workplace must be free from alcohol and unlawful drugs during working hours to ensure a safe working environment.

4. Environment, chemicals and product compliance

Sajaco Nordic AS works to reduce direct and indirect environmental impact. Suppliers are expected to comply with all relevant environmental legislation, regulations and industry standards, and to work continuously to improve their environmental performance.

Suppliers shall handle hazardous substances and waste in a safe and legal manner. Products, materials and components supplied to Sajaco Nordic AS shall comply with applicable requirements in the markets where the products are sold, including relevant chemical restrictions and product safety requirements.

Suppliers must be able to provide documentation upon request, including REACH/POPs/CLP declarations, test reports, Safety Data Sheets (SDS) and other technical documentation relevant to the product or material.

Suppliers shall maintain traceability for materials, components, production sites and subcontractors. Documentation must be kept available for Sajaco Nordic AS and relevant authorities when requested.

5. Traceability, subcontractors and production site approval

Suppliers must provide the actual production site for each product/order upon request and must not move production to another factory or subcontractor without notifying Sajaco Nordic AS where this may affect compliance, quality, traceability, product safety or working conditions.

Subcontractors and material/component suppliers used for Sajaco Nordic AS products must comply with this Code. The supplier is responsible for communicating the Code to relevant subcontractors and for ensuring their compliance.

Sajaco Nordic AS may request names, addresses and contact details for subcontractors involved in production, processing, material supply or component supply.

6. Application and monitoring

Sajaco Nordic AS management is responsible for ensuring that work related to this Code is an ongoing process and for documenting and communicating expectations to suppliers.

Employees responsible for purchasing products and services within Sajaco Nordic AS shall ensure that relevant suppliers are informed about this Supplier Code of Conduct. Suppliers shall ensure that a local-language version or understandable explanation of the Code is available to employees involved in production for Sajaco Nordic AS where relevant.

Sajaco Nordic AS purchasing and supplier follow-up functions are responsible for supporting and monitoring suppliers and manufacturers. Any non-compliance with this Code must be reported, acted upon and followed up.

Sajaco Nordic AS reserves the right to carry out announced or unannounced inspections of suppliers, manufacturers and relevant production sites. Inspections may also be conducted by an independent third party appointed by Sajaco Nordic AS.

Upon request, suppliers or manufacturers shall provide relevant documentation such as labour force registers, records of hours worked and wages paid, work-related injuries and accidents, preventive action taken, fire protection measures, evacuation drills, subcontractor details and other appropriate information.

If a supplier or manufacturer fails to implement agreed improvements within the agreed timeframe, Sajaco Nordic AS may suspend orders, stop deliveries, or cease doing business with the supplier or manufacturer.

7. Anti-corruption and business ethics

No form of bribery, extortion, facilitation payments, improper gifts, kickbacks or other unethical business behaviour is tolerated.

Incidents of suspected bribery attempts or other unethical behaviour should be reported to info@sajaconordic.com or to the relevant purchasing manager. Sajaco Nordic AS prohibits retaliation against anyone for raising or helping to address such concerns.

Suppliers shall conduct business with integrity, avoid conflicts of interest, keep accurate records, and comply with applicable anti-corruption and competition laws.

8. Acceptance and signature

By signing this document, the supplier confirms that it has read, understood and will comply with the Supplier Code of Conduct of Sajaco Nordic AS. The supplier also confirms that it will communicate the requirements to relevant manufacturers, subcontractors and employees involved in production or services for Sajaco Nordic AS.

Supplier company	
Company registration no.	
Address	
Contact person / position	
E-mail	
Date and place	
Signature and stamp	
Authorized signer at Sajaco Nordic AS	John Petter Flyvholm, CEO
Sajaco Nordic AS address	Høstbakken 11, NO-1793 Tistedal, Norway