

# Hiab Business Partner Code of Conduct

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We, Hiab Corporation and our affiliates (collectively, “Hiab” or “we”), aim to be a global leader in sustainable cargo flow and related services. As an essential part of that we strive for continuous improvement to promote sustainable, ethical and responsible ways of working.

Our business partners - defined as any external person or company that Hiab engages with in relation to its business, including but not limited to suppliers, agents, dealers, distributors, technical consultants, advisors, and joint bidding partners - are an integral part of our success. We choose them with care and on the basis of objective factors such as quality, sustainability, reliability, delivery and price. Furthermore, we expect from our business partners competence and continuous improvement in quality, sustainability, cost control and innovation.

The business practices and actions of our business partners may impact us and our reputation. We have adopted this Hiab Business Partner Code of Conduct (“the Code”) to ensure that all our business partners such as suppliers and other third parties know what is expected of them. We require everyone who conducts business with us to adhere to the legal and ethical standards and frameworks that we follow.

This Code outlines the minimum requirements for our business partners in addition to all relevant applicable laws and regulations. Moreover, we encourage our business partners to have ambitious goals that go beyond these requirements. We expect our business partners to use their best efforts to apply the same standards with their suppliers and subcontractors. Cooperation is needed to assess and avoid any adverse impacts on people, society and the environment and we and our business partners shall always mitigate or remediate such impacts should they occur.

Essentially, we are committed to full compliance with applicable laws and regulations and expect the same of our business partners. This Code as well as the Hiab Code of Conduct lay their foundation on international codes such as the United Nations (UN) Universal Declaration of Human Rights, the International Labor Organization (ILO) Declaration on Fundamental Principles and the Rights at Work and the UN Convention against Corruption.

We are a signatory member of the UN Global Compact and committed to the UN Guiding Principles on Business & Human Rights as well as the OECD Guidelines for Multinational Enterprises.

All Hiab business partners must comply with this Code and must demonstrate compliance towards the standards of this Code either by committing themselves formally to this Code or by maintaining similar standards in their own code of conduct or company policies. We expect full compliance, data transparency and data accuracy from our business partners and we may conduct auditing activities in order to verify our business partners’ compliance with this Code.

# I People & Society

## Human and Labour Rights

Respecting human rights, including labour rights is an integral part of how we do business in Hiab.

### Equal Opportunities & Non-Discrimination

Our business partners shall treat their employees and other stakeholders in a fair and equal manner. They shall maintain an inclusive working environment and shall not discriminate based on gender identity, sexual orientation, race, religion, nationality, age, physical ability or other similar characteristics.

### Freely Chosen Employment

We are committed to ensuring that all forms of modern slavery, including forced labour, compulsory labour, human trafficking or similar are not taking place in our own operations or in our supply chain. Our business partners shall not engage in or support any kind of exploitation or abuse including but not limited to restrictions of movement, excessive recruitment fees, confiscation of identity documents, withholding of wages or benefits, abusive working conditions, debt bondage or violence.

### Young Employees

Our business partners shall not engage in or tolerate child labour under any circumstances or contract with subcontractors or suppliers using or supporting such labour. The minimum working age is the age for completing compulsory education and never less than the age of 15. Our business partners shall implement an appropriate mechanism to verify the age of its employees. Young employees that are under the age of 18 shall not perform work that is likely to jeopardise their health or safety, including night shifts and overtime. The working hours of young employees shall not conflict with their school hours.

### Respectful Treatment & Non-Harassment

Our business partners shall treat their employees with dignity and respect, and shall ensure that its employees have a harassment-free working environment. Our business partners shall not tolerate any type of harassment or abuse of its employees, whether direct or indirect, physical, mental, sexual or verbal.

### Working Conditions

Our business partners shall ensure that fair compensation is paid to their employees and comply with all applicable labour laws including those relating to minimum wages, working and overtime hours, sufficient breaks and rest time, sick leave and annual holidays as well as mandatory benefits. All workers shall receive equal pay for equal work and qualification. Workers shall be compensated for overtime according to local legislation. Deductions from wages as a disciplinary measure shall only be permitted as limited and temporary

measures if allowed by national laws, regulations or collective agreements, under conditions and to the extent prescribed there. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. A workweek shall not be more than 60 hours per week, including overtime, except temporarily in emergency or unusual situations. All overtime must be voluntary. Employees shall be allowed at least one day off every seven days.. Our business partners shall keep records of their employees' working hours.

## **Right to Freedom of Peaceful Assembly and Freedom of Association**

Our business partners shall respect their employees' right to freedom of peaceful assembly and freedom of association and collective bargaining in accordance with all applicable laws and regulations.

## **Privacy**

Our business partners shall collect and use personal data in accordance with the applicable Data Protection Laws. All personal data shall be processed lawfully, fairly and in a transparent manner while ensuring that such data is relevant and used solely for the purpose and duration of which it is collected. Our business partners shall use care and diligence and implement adequate and documented security controls and take necessary preventive measures to protect any data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure.

Data privacy and security are crucial requirements for the use of Artificial Intelligence (AI). Business partners ensure that all developments using AI are subject to applicable laws and regulations

## **Land Rights**

We expect our business partners to respect the rights to land tenure of local communities and indigenous peoples impacted by any of their operations, and to prevent unlawful evictions of any kind. Business partners should also respect and apply the principle of free, prior and informed consent at all times and under any circumstances.

## **The use of Security Forces**

A business partners using/employing security forces must ensure and regularly monitor that their security forces do not use excessive force, torture or cruel treatment, or physically harm any person while performing their duties or intervene with anyone's freedom of association. All security forces employees must also be appropriately trained in dealing with vulnerable persons, including children.

## **Ethical Recruitment**

Business partners should respect the principles of the relevant International Labour Organisation Guidelines<sup>1</sup> in their recruitment activities, or if recruiting workforce through a recruitment agency, require the agency to respect these principles, which include but are

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<sup>1</sup> [ILO: "General principles and operational guidelines for fair recruitment and Definition of recruitment fees and related costs."](#)

not limited to, the following:

- Any potential recruitment fees should be covered by the agency or the recruiting company and not the individuals being recruited. Business partners can check the definition of what constitutes a 'recruitment fee' from the applicable International Labour Organisation Guideline.<sup>2</sup>
- Written contracts must be provided to all individuals being recruited, detailing the terms and conditions of their employment in their own language and in an easily understandable format and in accordance with national laws, regulations, employment contracts and applicable collective agreements.

## **Health & Safety**

Securing a safe and healthy work environment for everyone we interact with is part of our daily work at Hiab.

## **Working Environment**

Our business partners shall provide their employees a safe and healthy working environment in compliance with all applicable laws and regulations. Appropriate health and safety information, training and safety instructions shall be in a language understood by workers and all necessary safety equipment must be provided to our business partners' employees. The working environment shall be healthy including appropriate drinking water, clean toilets, emergency exits, adequate ventilation, lighting and temperature levels, acceptable levels of noise and dust pollution and access to first aid supplies. If the nature of the work requires dormitories for employees, sufficient space, cleanliness and safety shall be ensured. Their access must not be restricted inappropriately.

## **Emergency Preparedness, Resting and Facilities**

Our business partners shall have effective safety programs in place covering at least human safety, exposure to dangerous chemicals and biological substances, and emergencies such as fire, spills, natural disasters or pandemics. This includes relevant emergency preparedness plans, evacuation procedures, appropriate hazard detection, training and drills and adequate emergency infrastructure in the buildings. Building permits indicating the legitimate and fit-for-purpose use of the facilities must be available on request for Hiab or anyone formally performing work on behalf of Hiab in, for example, an inspection or auditing capacity.

The business partners shall provide the appropriate resting areas and facilities to their employees.

The business partners' employees shall not be under the influence of alcohol or illegal drugs while working for or on behalf of Hiab.

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<sup>2</sup> ILO: [\*"General principles and operational guidelines for fair recruitment and Definition of recruitment fees and related costs."\*](#)

## **Occupational Health and Safety**

Our business partners shall provide its personnel with appropriate personal protective equipment and all other necessary safety equipment. . Clear procedures shall be in place to prevent and record occupational injuries and illnesses appropriately. Our business partners shall implement corrective actions to eliminate the root causes of injuries and illnesses. Near misses and dangerous conditions shall be reported and the appropriate actions to remedy and learn from these situations shall be taken. Where hazardous substances are used, relevant supervision controls and emergency plans shall be provided.

Awareness of safe and healthy behaviours and best practices should be promoted amongst employees and raising safety concerns is encouraged.

If Hiab's design, procedures or missing procedures are resulting in, or contributing to an incident, the case details should be shared with Hiab.

## **II Environment**

### **Greenhouse Gas Emissions, Environment Protection and Permits**

Hiab is committed to act on climate change mitigation and reduce our greenhouse gas emissions over the whole value chain to keep global warming below 1.5 °C.

We expect our business partners to actively monitor, report, set targets, and strive to reduce greenhouse gas emissions in their own operations, as well as in their value chain. All of our business partners are required to measure the carbon footprint of their own products and services and act accordingly to mitigate the negative impacts on the climate.

We expect that our business partners act responsibly, consider the environment when making decisions and that they share our long-term environmental commitments. Our business partners shall make all reasonable efforts to protect the environment and biodiversity, and to keep the negative impact of their activities and products on the environment as low as possible. In particular, our business partners shall obtain, maintain and comply with all environmental permits, licences and registrations necessary for their operations, as well as the internationally recognized environmental standards.

If requested by Hiab, business partners shall provide environmental performance data as input for environmental assessments, product life cycle assessments, and/or product declarations and labels, including deforestation-free due diligence information.

### **Pollution Prevention, Air Emissions, Waste and Hazardous Substances**

Our business partners shall monitor, control and appropriately treat wastewater, air emissions (particles, nitrous oxide, sulphur oxides etc.), noise emissions and solid waste generated from its operations, and prevent soil and groundwater pollution. Business partners should practise pollution prevention and use of natural resources reduction, including striving to reduce waste to the extent possible and water conservation. The business partner must ensure adequate control and minimise the adverse environmental

impacts that may occur from storing and handling of chemicals and hazardous substances.

Our business partners shall have an adequate and systematic approach to take environmental aspects into account that includes, if applicable, establishing a suitable environmental management system. Our business partners shall adhere to all applicable environmental laws and regulations and Hiab's requirements regarding the restriction or regulation of specific hazardous substances including labelling for recycling and disposal. If requested by Hiab, business partners shall provide hazardous substances declarations for all parts provided to Hiab, in a timely and accurate manner.

## **III Governance**

### **Responsible Sourcing of Minerals**

To the extent applicable to the business partner's operations, it shall adopt a policy and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten and gold in the products they manufacture to reasonably assure that they are sourced in a way consistent with the Organisation for Economic Co-operation and Development (OECD) Guidance for Responsible Supply Chains of Minerals from Conflict Affected and High-Risk Areas or an equivalent and recognized due diligence framework.

Additionally, we expect that the business partners ensure that all minerals used in batteries (for example Cobalt, Lithium, Graphite or Nickel) are sourced without any human rights or environmental violations. Business partners shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available on our request.

### **Anti-Corruption**

Our business partners shall comply with applicable laws and regulations concerning bribery and corruption. The business partners shall not offer, promise or give any form of bribe, facilitation payment or anything of value to anyone to obtain any improper advantage or to otherwise improperly influence anyone.

The business partners shall maintain an effective, risk-based and proportionate anti-corruption programme designed to ensure compliance with applicable anti-corruption laws and regulations.

### **Gifts & hospitality**

Our business partners shall not, directly or indirectly, offer, promise or give any gifts or hospitality to any third party, including government officials, in order to obtain or retain business or a business advantage for Hiab.



The business partners shall not offer, promise or give gifts to Hiab's employees or representatives or anyone else, unless the gift is allowed by local law, the value is reasonable, the context is open and transparent and only when it is customary to do so. Cash or cash equivalents shall not be offered, promised or given. Hospitality, such as social events, meals or entertainments may be offered if it is allowed by local law, the cost is reasonable, the context is open and transparent and there is a legitimate business reason to do so. Hospitality or gifts shall not be offered, promised or given in situations of contract negotiations, bidding or award.

## **Conflict of Interest**

Our business partners shall avoid any interaction with Hiab employees which may conflict, or make an impression of conflicting, with that employee's duty to act in the best interest of Hiab.

The business partners shall inform if a Hiab employee or his/ her family member holds a material financial or other interest in their business. We expect our business partners to notify us if a Hiab employee or his/ her family member holds a managerial position, works for or holds financial interest at the business partner.

## **Anti-Money Laundering and Financial Integrity**

Our business partners shall comply with applicable laws and regulations concerning money laundering and fraud and shall be firmly opposed to all forms of money laundering and fraud.

The business partners shall register and report its transactions correctly in accordance with legal obligations and good accounting practices.

The business partners shall provide to Hiab information regarding business transactions involving Hiab accurately and honestly.

The business partners shall take reasonable steps to prevent and detect any illegal form of payments, and prevent its financial transactions from being used by others to launder money or finance terrorism.

## **Sanctions & Trade Compliance**

The business partners shall inform Hiab without undue delay if the business partners or any of its owners, directors, officers or any affiliate or other person acting on behalf of the company, becomes subject to trade sanctions.

The business partners shall inform Hiab of the products, services, software or technology it supplies to Hiab that are subject to export controls or licence requirements. The business partners shall provide Hiab with any documentation, certifications and information as may be requested by Hiab in connection with the production, export and sale of Hiab products and services.



## **Fair Competition**

The business partners commit to competing in a fair manner and in compliance with all applicable competition laws and regulations. The business partners shall not engage in collusive bidding, price fixing, price discrimination, illegal market sharing or other unfair trade practices.

## **Confidential Information, Intellectual Property Rights (assets) and Counterfeit Parts**

Our business partners are required to protect confidential information from unauthorised access, disclosure and misuse as well as to respect confidential information and intellectual property rights of Hiab and others.

The business partners certify that only authentic materials are used in products delivered to Hiab and that the products delivered contain no counterfeit parts. The business partners shall develop, implement, and maintain effective methods and processes appropriate to their products or services to minimise the risk of introducing counterfeit parts and materials into the products or services they provide.

## **Reporting, Grievance Mechanism and Protection of Identity and Non-Retaliation**

Our business partners shall maintain a reporting mechanism that gives their employees and other stakeholders an opportunity to raise concerns without risk of retaliation and ensure that appropriate procedures are in place to handle such cases. The confidentiality, anonymity, and protection of reporters shall be maintained, unless prohibited by law. Our business partners shall commit to correcting any non-compliance with this Code.

Business partners, their employees and partners shall have the right to raise concerns through governmental reporting channels, where available, in compliance with applicable legislation.

## **Monitoring & Auditing**

The business partners shall effectively monitor conformity with this Code within its own organisation and ensure that its personnel are aware of the standards and principles set forth in this Code.

The business partners shall incorporate the principles and requirements of this Code in all agreements with its suppliers and business partners (jointly referred as the “sub-suppliers”). In the event that the business partners become aware of non-conformity by sub-suppliers, the business partners shall notify Hiab without delay. The business partners shall effectively monitor the business of its sub-suppliers with respect to

conformity with the principles and requirements set forth in this Code.

Hiab and/or its authorised third party representative shall be entitled to monitor and evaluate the business partner's conformity with this Code by taking such steps as performing self-assessments, and/or onsite audits, at any time according to appropriate confidentiality measures. Audits may include conducting interviews with freely selected personnel, at the premises of the business partners and/or other locations where work is carried out on behalf of the business partners. The business partners shall cooperate in and facilitate such monitoring, including by responding in a timely fashion to reasonable information requests and/or for access to property and/or personnel.

The business partners shall provide any information as may be requested by Hiab in relation to the business partner's conformity with this Code.

### **Corrective Action & Material Breach**

The business partners shall take all steps that are necessary and appropriate to remedy any non-conformity with this Code which has been identified in the course of an audit. Hiab and the Business partners shall on a mutual agreement decide on measures and timeline for corrective actions.

In case there has been a material breach of this Code, Hiab may, should it consider it appropriate, engage in good faith discussions with the business partners to seek to identify steps to be taken by the business partners to address such material breach. Notwithstanding that option, Hiab shall be entitled, in its sole discretion to terminate any and/or all agreements between Hiab and the business partners, or if applicable, any purchase orders thereunder, in each case upon giving 14 calendar days written notice.

A material breach is defined as a non-conformity that persists and/or non-conformity where the business partners fail to take remedial actions, despite written demands by Hiab to the business partners to do so in a defined time frame.

### **Reporting of Significant Violations & Compliance Concerns**

The business partners shall report any significant, repeated or material violations of the standards set forth in this Code. This includes, but is not limited to, breaches that could have substantial legal, ethical, environmental, or reputational impacts. Violations can be reported to the Hiab contact person or Hiab "Speak up Line" at

<https://www.speakupfeedback.eu/web/Hiab>.