



SUPPLIER CODE OF CONDUCT

- 1. Scope of Application:** The provisions of this Code of Conduct set forth Gardit A/S's expectations for all suppliers that are registered with Gardit A/S or with whom it does business. Gardit A/S expects that these principles apply to suppliers and their employees, parent, subsidiary or affiliate entities, and subcontractors. Gardit A/S expects suppliers to ensure that this Code of Conduct is communicated to their employees, parent, subsidiary, and affiliated entities as well as any subcontractors, and that it is done in the local language and in a manner that is understood by all. For a supplier to be registered as a Gardit A/S supplier or to do business with Gardit A/S, the supplier is required to read and acknowledge that this Code of Conduct provides the minimum standards expected of Gardit A/S Suppliers. In addition, suppliers should note that certain provisions of this Code of Conduct will be binding on the supplier in the event the supplier is awarded a contract by Gardit A/S pursuant to the terms and conditions of any such contract. Failure to comply with certain provisions may also preclude suppliers from being eligible for a contract award, as reflected in the solicitation documents of one or more organizations in Gardit A/S. Prospective suppliers are invited to review the specific terms and conditions of contract and procurement policies of the organization(s) within Gardit A/S with which they would like to do business in order to ascertain their current and future eligibility.
- 2. Continuous Improvement:** The provisions as set forth in this Code of Conduct provide the minimum standards expected of suppliers to Gardit A/S. Gardit A/S expects suppliers to strive to exceed both international and industry best practices. Gardit A/S also expects that its suppliers encourage and work with their own suppliers and subcontractors to ensure that they also strive to meet the principles of this Code of Conduct. Gardit A/S recognizes that reaching some of the standards established in this Code of Conduct is a dynamic rather than static process and encourages suppliers to continually improve their workplace conditions accordingly.
- 3. Management, Monitoring and Evaluation:** It is the expectation of Gardit A/S that its suppliers, at a minimum, have established clear goals toward meeting the standards set forth in this Code of Conduct. Gardit A/S expects that its suppliers will establish and maintain appropriate management systems related to the content of this Code of Conduct, and that they actively review, monitor, and modify their management processes and business operations to ensure they align with the principles set forth in this Code of Conduct.
- Labour:**
- 4. Freedom of Association and Collective Bargaining:** Gardit A/S expects its suppliers to recognize the freely exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.



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5. Forced or Compulsory Labour: Gardit A/S expects its suppliers to prohibit forced or compulsory labour in all its forms
6. Child Labour: Gardit A/S expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.
7. Discrimination: Gardit A/S expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place. Gardit A/S expects its suppliers to take all appropriate measures to ensure that neither themselves nor their parent, subsidiary, affiliate entities or their subcontractors are engaged in any gender-based or other discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits.
8. Wages, Working Hours, and Other Conditions of Work: Gardit A/S expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favourable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.
9. Health and Safety: Gardit A/S expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective



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clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.

Human Rights:

10. Human Rights:

Gardit A/S expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

11. Harassment, Harsh or Inhumane Treatment:

Gardit A/S expects its suppliers to create and maintain an environment that treats all employees with dignity and respect. Gardit A/S further expects that its suppliers, their parent, subsidiary, and affiliated entities as well as any subcontractors, will neither use or engage in, nor allow their employees or other persons engaged by them to use or engage in, any: threats of violence, verbal or psychological harassment or abuse, and/or sexual exploitation and abuse. Gardit A/S expects its suppliers to take all appropriate measures to prohibit their employees or other persons engaged by the suppliers, from engaging in sexual exploitation and abuse.

Gardit A/S also expects its suppliers to create and maintain an environment that prevents sexual exploitation and abuse. Moreover, no harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

Environment:

12. Environmental:

Gardit A/S expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

13. Chemical and Hazardous Materials:

Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

14. Wastewater and Solid Waste:

Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled, and treated as required prior to discharge or disposal

15. Air Emissions:

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to



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be characterized, monitored, controlled, and treated as required prior to discharge or disposal.

16. Minimize Waste,
Maximize Recycling:

Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Ethical conduct:

17. Corruption:

Gardit A/S expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

18. Conflict of Interest:

Gardit A/S suppliers are expected to disclose to Gardit A/S any situation that may appear as a conflict of interest and disclose to Gardit A/S if any Gardit A/S official or professional under contract with Gardit A/S may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

19. Gifts and Hospitality:

Gardit A/S will only accept any invitations to sporting or cultural events, offers of holidays or other recreational trips, transportation, or invitations to lunches or dinners that are within a reasonable amount. Gardit A/S expects its suppliers not to offer any benefit such as free goods or services, employment, or sales opportunity to a Gardit A/S staff member in order to facilitate the suppliers' business with Gardit A/S.

20. Post-employment
restrictions:

Post-employment restrictions may apply to Gardit A/S staff in service and former Gardit A/S staff members who participated in the procurement process if such persons had prior professional dealings with suppliers. Gardit A/S suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service.

Control/Audit:

Gardit A/S or an appointed representative can at any time evaluate the actual status of any supplier and must have unrestricted access to all relevant data and company areas, even if the visit is unannounced. All deviations or non-compliances will be noted for correction according to the degree of deviation.

Sanctions for deviations:

Gardit A/S will be forced to cancel a contract with a supplier, without any compensation, if the relevant company does not correct a specific deviation by an agreed deadline.



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Approval:

The undersigned agrees to the terms of this contract on behalf of his or her organization or business

Date:

Place:

On behalf of supplier

Contacts:

Any questions related to this Code of Conduct can be addressed to the Management of Gardit A/S at e-mail.
pse@gardit.dk

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