



Policy

Supplier Code of Conduct



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1. Introduction

Dustin Code of Conduct is our corporate policy for responsible, efficient, and transparent business behavior. It highlights our core values and commitment to fundamental principles on human rights, ethical business practices, climate change mitigation, and workplace inclusion and diversity.

We expect our suppliers to adhere to similar standards. The Dustin Supplier Code of Conduct (hereafter Code) applies to all suppliers that deliver goods and/or services to Dustin Group, including but not limited to, their parent, subsidiary, affiliate entities, subcontractors, and their respective employees, consultants and agents, ensuring they enforce these principles throughout their operations and supply chains.

The Code is based on international standards such as the Universal Declaration of Human Rights, UN Guiding Principles for Business and Human Rights, ILO International Labor Standards, OECD Guidelines for Multinational Enterprises and the UN Global Compact. It also incorporates elements from the Responsible Business Alliance (RBA).

Suppliers must comply with the Code and all applicable laws and regulations. For some areas this Code exceeds legal requirements to promote social and environmental responsibility in line with internationally recognized standards. When differences arise between the Code and legal requirements, the stricter position to corporate responsibility matters shall apply, provided it is in accordance with applicable law.

2. Human and Labour Rights

Workers shall be treated with dignity and respect. This applies to all workers including permanent, temporary, migrant, student, juvenile, contract workers, and any other type of workers. Suppliers shall not tolerate human rights violations including unlawful discrimination or victimisation in any form.

Human and Labour Rights principles include the following aspects:

2.1 Freely Chosen Employment

Suppliers shall not engage in any form of forced labour, including but not limited to, bonded (including debt bondage), or indentured labour, involuntary or exploitative prison labour, slavery or trafficking of persons. This includes transporting, harbouring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction, or fraud for labour or services. Suppliers shall not impose unreasonable restrictions on worker's freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities including, if applicable, workers' dormitories or living quarters.

As part of recruitment, workers must receive a written employment agreement in a language understood by the workers that contains a description of terms and conditions of employment. Foreign migrant workers must receive the employment agreement prior to the worker departing from his or her country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet to the local law and provide equal or better terms. Workers shall not be required to give financial deposits or hand over government-issued identification, passports, travel documents or work permits to the supplier or labour agent as a condition of employment. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty provided that reasonable notice is given, which shall be clearly stated in as per workers' contracts. Supplier shall maintain documentation on all leaving workers.

2.2 Prohibition of Child Labour

Child labour is prohibited in any stage of the supply chain. The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest.

Suppliers shall establish a reliable and effective age-verification mechanism as part of the recruitment process, which may not be in any way degrading or disrespectful to the worker. This principle aims to protect children from any form of exploitation. Suppliers located in countries with a high risk of child labour, shall have a child labour remediation plan in place, which describes the actions to be taken in case a child is found working in the supplier premises.

Special care shall be taken on the dismissal of children, as they can move into employment that is more hazardous. In removing children from the workplace, suppliers shall identify measures to ensure the protection of affected children and to cooperate with local non-governmental organisations (NGOs) to find the best solution for the child. Any measures taken shall always aim to improve, not worsen, each individual child's situation. Any costs for education, etc. shall be paid by the supplier. The supplier shall inform Dustin Group in writing of its discussions with local NGO's and any measures taken in respect of each individual child.

2.3 Young and Student Worker Protection

Supplier may employ juveniles/young workers who are older than the applicable legal minimum age but are younger than 18 years of age, provided they do not perform work that is likely to jeopardize their health, safety, well-being, and development including but not limited to night shift, overtime, hazardous work such as heavy lifting or work with toxic chemicals.

Legitimate workplace apprenticeship programs, which comply with all laws and regulations, can be used to support youth employment. Supplier shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Supplier shall provide appropriate support and training to all student and young workers. The total share of student workers shall not exceed 30% of the total workforce. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks.

2.4 Working Hours

Suppliers shall ensure that workweeks do not exceed the maximum working hours as defined by local labour laws or applicable collective agreements. A workweek shall however be restricted to 60 hours, including overtime except in emergencies or unusual situations. Regular workweeks shall not exceed 48 hours. Workers shall have at least one day off in seven consecutive days. All overtime work must be voluntary

2.5 Wages and Benefits

Supplier shall provide all workers with fair compensation that is sufficient to provide a decent living for themselves and their families. Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. All workers shall receive equal pay for equal work and qualification. Workers shall be compensated for overtime at pay rates greater than regular hourly rates.

Supplier shall ensure statutory payments (e.g. social insurances, pensions) are paid for all workers. Deductions from living wages as a disciplinary measure shall not be permitted. For each pay period, workers shall receive a timely and understandable wage statement or pay slip that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labour shall be within the limits of the local law.

2.6 Non-Discrimination/Non-Harassment/Humane Treatment

Suppliers shall commit to a workplace free of harassment and unlawful discrimination. There shall be no harsh or inhumane treatment including violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of workers; nor is there to be the threat of any such treatment.

Suppliers shall not engage in discrimination or harassment based on race, colour, age, gender, sexual orientation, identity and expression, ethnicity, or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information, or marital status in hiring and employment practices such as wages, promotions, rewards, access to training and exit practices. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers. Workers shall be provided with reasonable accommodation for religious practices and disability. Workers or potential workers shall not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that are irrelevant and test results must not be used in a discriminatory way.

2.7 Freedom of Association and Collective Bargaining

Workers and/or their representatives shall be able to openly communicate and directly share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment. Suppliers shall respect the right of all workers to form and join trade unions/associations of their own choice to bargain collectively, and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Where the right of freedom of association and collective bargaining is restricted by applicable laws and regulations, workers shall be allowed to elect and join alternate lawful forms of worker representations.

3. Occupational Health and Safety

Workers' safety shall be a priority at all times. Minimizing work-related injuries and illness and providing a safe and healthy work environment enhance the quality of products and services, consistency of production and worker attrition. Ongoing worker dialog and training is essential to identifying and solving daily health and safety issues. Health and Safety principles include the following aspects:

3.1 Emergency Preparedness

Suppliers shall assess all potential emergency situations and have their impact minimized by implementing emergency response plans and procedures, including emergency reporting, employee notification and evacuation procedures, worker training and drills. Emergency drills must be executed at least annually or as required by local law, whichever is more stringent. Emergency plans should also include appropriate fire detection and suppression equipment, clear and unobstructed egress, adequate exit facilities, contact information for emergency responders, and recovery plans. Such plans and procedures shall focus on minimizing potential harm to life, the environment and property.

3.2 Occupational Injury and Illness

Supplier shall ensure procedures and systems are in place to prevent, manage, track and report occupational injury and illness, including provisions to encourage worker reporting, classify and record injury and illness cases, provide necessary medical treatment, investigate cases and implement corrective actions to eliminate their causes, and facilitate the return of workers to work. Supplier shall allow workers to remove themselves from imminent harm, and not return until the situation is mitigated, without fear of retaliation.

3.3 Physically Demanding Work

Suppliers shall ensure worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing, whole-body vibration and highly repetitive or forceful assembly tasks is identified, evaluated and controlled.

3.4 Machine Safeguarding

Suppliers shall evaluate the safety risks associated with production and other machinery of the facility. Where machinery present an injury hazard to workers, it shall be clearly marked with necessary warning signs in appropriate language, and safeguarding, physical guards, interlocks and barriers shall be in use and well maintained.

3.5 Chemical Safety

Suppliers shall ensure safe management of chemicals. Health and safety hazards associated with handling, storage, usage and recycling of chemicals are to be identified, and the risks they may cause are to be assessed, eliminated, minimized or otherwise controlled. Procedures shall provide requirements on approval for taking chemicals into use, receiving and proper storage, exposure audit and control, safe chemical handling including use of Personal Protective Equipment (PPE), first aid measures and emergency response.

Up-to-date Material Safety Data Sheet(s) (MSDS) shall be available to all workers in a language they understand for each chemical on site. Workers working with chemicals shall be given necessary training.

3.6 Personnel Protective Equipment (PPE)

Suppliers shall ensure that health and safety hazards associated with production are identified and controlled by eliminating, substituting or minimizing the hazard with the help of engineering and administration controls. In cases where the health and safety risk cannot be otherwise controlled suppliers shall ensure workers are equipped with appropriate and well-maintained Personal Protective Equipment (PPE). A hazard assessment shall be completed which identifies the type personal protective equipment (PPE) required for each operation. PPE requirements shall be communicated, and workers shall be trained in the correct use and storage of PPE. PPE shall be provided free of charge, be in good condition, regularly checked and maintained and be used by workers.

3.7 Workplace Conditions

Suppliers shall ensure clean and safe work premises which fit its purpose. Suppliers shall provide, at a minimum, free access to drinking water, sanitary facilities and when necessary, rest and eating facilities or dormitories that address the needs of workers.

3.8 Health and Safety Communication

Suppliers shall provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire and physical hazards. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Health information and training shall include content on specific risks to relevant demographics, such as gender and age, if applicable. Training shall be provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise any health and safety concerns without retaliation.

4. Environmental Protection

Supplier shall strive to continuously improve its environmental performance by using natural resources sustainably, mitigating climate change, promoting recyclability, and ensuring any other adverse effect on the community and environment is controlled. Environmental principles include the following aspects:

4.1 Environmental Permits and Reporting

Suppliers shall ensure that all required environmental permits and approvals (e.g., EIA, discharge monitoring) are obtained, monitoring and reporting requirements are followed and that third party monitoring (e.g., air emission, noise levels) are conducted as required.

4.2 Pollution Prevention and Resource Conservation

If applicable, suppliers should be compliant with EU IED Directive (2010/75/EU) to avoid environmental degradation. Suppliers shall assess significant environmental impact of operations and establish effective policies and procedures that reflect their environmental responsibility. Suppliers shall strive for continuous improvements at all times.

Emissions and discharges of pollutants and generation of waste are to be minimized or eliminated at the source or by practices such as adding pollution control equipment, modifying production, maintenance and facility processes, or by other means. The use of natural resources, including water, fossil fuels, minerals, and virgin forest products is to be conserved by practices such as modifying production, maintenance and facility processes, materials substitution, re-use, conservation, recycling and other means.

4.3 Circularity

If applicable, suppliers should identify and implement design opportunities of the products to improve durability, upgradability, repairability, increase of recycled material and end of life material recovery to minimize waste generation in the entire life cycle of the product/materials/packaging.

Suppliers shall share information about expected lifespan and report on their use of recycled, renewable, and sustainably sourced materials.

4.4 Hazardous Substances and Goods

Chemicals, waste, hazardous goods and other materials posing a hazard to humans or the environment are to be identified, labelled, and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal. If a subcontractor is used for waste disposal, suppliers shall ensure that the subcontractor is appropriately authorized and licensed. Hazardous waste data shall be tracked and documented.

4.5 Solid Waste

Suppliers shall implement a systematic approach to identify, manage, reduce and responsibly dispose or recycle solid waste. Suppliers must, as a minimum, separate and properly treat hazardous waste from non-hazardous solid waste.

Waste should only be exported if the facility in the receiving country has a better treatment method considering environment, health and material/energy recovery than a facility in the exporting country. If export is conducted all permits needed must be approved before any shipments are performed. Waste data shall be tracked, reported and documented.

4.6 Air Emissions

Suppliers shall ensure air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products and greenhouse gas emissions generated from operations are characterized, regularly monitored, controlled and treated as required prior to discharge.

Suppliers shall conduct routine monitoring of the performance of its air emission control systems.

4.7 Materials Restrictions

Suppliers shall comply with applicable legislation, provisions and customer requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labelling for recycling and disposal. Such legislation includes but is not limited to the Regulation (EC) No 1907/2006 on Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), the Restriction of Hazardous Substances in Electrical and Electronic Equipment (RoHS), and Directive 2012/19/EU on waste electrical and electronic equipment (WEEE).

4.8 Water Management

Suppliers shall implement a water management program that documents, characterizes and monitors water sources, use and discharge, seeks opportunities to conserve water and controls channels of contamination. All wastewater is to be characterized, monitored, controlled, and treated as required prior to discharge or disposal. Suppliers shall conduct routine monitoring of the performance of its wastewater treatment and containment systems to ensure optimal performance and regulatory compliance.

4.9 Energy Consumption and Greenhouse Gas Emissions

Suppliers are to establish a corporate-wide greenhouse gas reduction goal. Energy consumption and all relevant greenhouse gas emissions are to be tracked, documented, and publicly reported according to the Greenhouse Gas (GHG) Protocol. Suppliers are to look for methods to improve energy efficiency, increase the share of energy from renewable sources (e.g. solar, hydro, wind, geothermal) and to minimize their energy consumption and greenhouse gas emissions.

4.10 Precautionary Principle

The precautionary principle shall be applied if a phenomenon, product or process included in the suppliers' operations and supply chain has been identified by a scientific and objective evaluation to may have a dangerous effect to humans or the environment.

5. Legal Compliance and Ethical Business Practices

Suppliers shall uphold the highest standards of integrity and ethical business behaviour in all business operations.

5.1 Legal and Regulatory Compliance

Suppliers shall conduct their business activities in full compliance with applicable laws and regulations.

Suppliers are accountable for their procedures to ensure compliance with the Code and the deployment of these principles by their subcontractors throughout the supply chain. This includes risk assessments, audits, inspections and corrective actions.

5.2 Fair Competition & Anti-corruption

Suppliers shall compete fairly and in full compliance with applicable antitrust and competition laws.

Bribes or other means of obtaining undue or improper advantage shall never be promised, offered, authorized, given or accepted by suppliers, directly or through a third party, for any reason. Gifts or hospitality shall never be offered or provided under circumstances that create the appearance of impropriety. Monitoring, record keeping and enforcement procedures shall be implemented to ensure suppliers' compliance with all applicable anti-bribery and anti-corruption laws.

5.3 Transparency and Disclosure of Information

All supplier transactions or expenditures relevant to any Dustin Group business shall be transparently performed and accurately reflected in the suppliers' financial and business records. Information regarding suppliers' labour, health and safety, environmental practices, business activities, structure, financial situation, and performance shall be disclosed in accordance with applicable regulations and prevailing industry practices. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

5.4 Protection of Identity and Non-Retaliation

Programs that ensure the confidentiality, anonymity, and protection of supplier and employee whistleblowers shall be maintained, unless prohibited by law. Suppliers should have a communicated process enabling their personnel to raise any concerns without fear of retaliation.

5.5 Responsible Sourcing of Minerals

Suppliers shall adopt a policy and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, gold and cobalt 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. Suppliers are encouraged to support industry efforts to enhance traceability and responsible practices in global minerals supply chains.

Suppliers shall respond in a timely manner to Dustin's request for information on their activities and findings related to conflict minerals and responsible sourcing of minerals.

5.6 Information Protection

Suppliers shall properly handle sensitive information, including confidential, proprietary and personal information. Information may only be used for the purpose it was provided.

5.7 Data Privacy

Suppliers shall commit to protecting the reasonable privacy expectations of personal data of everyone they do business with, including suppliers, customers, consumers, and employees. Suppliers shall understand, track, and comply with all privacy, data protection and information

security laws and regulatory requirements when personal data is accessed, collected, stored, processed, transferred and shared.

5.8 Conflict of Interest

Suppliers shall avoid all conflicts of interest, or situations giving the appearance of potential conflict of interest, in its business activities with Dustin Group. Suppliers are expected to report to Dustin Group any situation of actual or potential conflict between the personal interests of those involved in the business activities and the interests of Dustin Group.

5.9 Insider Trading

Suppliers shall not buy or sell Dustin Group or another company's securities if and when the suppliers have access to non-public information that is likely to significantly affect the security price. In addition, suppliers may not induce anyone else, by giving advice or in some other manner, to undertake such trading.

5.10 Export Control

Suppliers shall ensure that its business practices comply with applicable laws and regulations governing export, import and retransfer of products, software, technical data and assistance, including but not limited to export licensing requirements, end user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities.

5.11 Intellectual Property

Intellectual property rights shall be respected, and transfers of technology and know-how shall be done in a manner that protects intellectual property rights.

6. Management System

Suppliers shall adopt or establish a management system with a scope that is related to the content of this Code such as ISO14001 for Environmental aspects and ISO45001 for Occupational Health and Safety. The management system shall be designed to ensure: (a) compliance with applicable laws, regulations and customer requirements related to the participant's operations and products; (b) conformance with this Code; and (c) identification and mitigation of operational risks related to this Code. It shall also facilitate continual improvement. The management system shall contain the following elements:

6.1 Company Commitment

Suppliers shall establish human rights, health and safety, environmental and ethics policy statements affirming suppliers' commitment to due diligence and continual improvement, endorsed by executive management. Policy statements shall be made public and communicated to workers in a language they understand via accessible channels.

6.2 Management Accountability and Responsibility

Suppliers shall clearly identify senior executive and company representative(s) responsible for ensuring implementation of the management systems and associated programs. Senior management reviews the status of the management systems on a regular basis.

6.3 Legal and Customer Requirements

Suppliers shall adopt or establish a process to identify, monitor and understand applicable laws, regulations, and customer requirements, including the requirements of this Code.

6.4 Risk Assessment and Management

Suppliers shall adopt or establish a process to identify the legal compliance, environmental, health and safety, labour practice and ethics risks, including the risks of severe human rights and environmental impacts, associated with supplier's operations. Suppliers shall determine the relative significance for each risk and implement appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

6.5 Improvement Objectives

Suppliers shall establish written performance objectives, targets and implementation plans to improve the Participant's social, environmental, and health and safety performance, including a periodic assessment of suppliers' performance in achieving those objectives.

6.6 Trainings

Suppliers shall establish programs for training managers and workers to implement Suppliers' policies, procedures, and improvement objectives and to meet applicable legal and regulatory requirements.

6.7 Communications

Suppliers shall establish process for communicating clear and accurate information about Suppliers' policies, practices, expectations, and performance to workers, suppliers, and customers.

6.8 Worker/Stakeholder Engagement and Access to Remedy

Suppliers shall establish processes for ongoing two-way communication with workers, their representatives, and other stakeholders where relevant or necessary. The process shall aim to obtain feedback on operational practices and conditions covered by this Code, and to foster continuous improvement. Workers shall be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.

6.9 Audit and Assessment

Suppliers shall conduct periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the Code, and customer contractual requirements related to social and environmental responsibility.

6.10 Corrective Action Process

Suppliers shall establish a process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations, and reviews.

6.11 Documentation and Records

Suppliers shall create and maintain documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

6.12 Supplier Responsibility

Suppliers shall establish a process to communicate Code requirements to suppliers and to monitor supplier compliance to the Code.

7. Compliance, Guidance and Reporting

Dustin Group's Supply Chain organization is accountable for implementing and monitoring our suppliers' compliance with Dustin Supplier Code of Conduct. Any known or suspected non-compliance with this Code must be reported, corrected and followed up.

7.1 Transparency & Data

If requested by Dustin, supplier shall report on the traceability of their products with the aim of improving transparency throughout the production chain.

If requested by Dustin, supplier shall provide data to be included in Dustin's Sustainability reporting. Data request may vary and shall be detailed in advance with proper notice. Data request may include, but not limited to, energy consumption, Greenhouse gas emissions or waste volumes in connection to the deliverables to Dustin.

7.2 Compliance

In order to ensure compliance of this Code, Dustin reserves the rights to verify compliance to the Code through a combination of dialog and internal and/or external assessment mechanisms, including but not limited to self-assessments, surveys, site visits, interviews and announced or unannounced audits at the premises of the supplier and subcontractors, in terms of their deliverables to Dustin Group, at any time. Assessments can be conducted by Dustin representatives, an independent third party of Dustin Group's choice or as part of a joint program across industry initiatives. The supplier and its subcontractors shall maintain, and upon Dustin's request provide all relevant records and documentation to demonstrate compliance. If a supplier fails to correct any non-conformances to the Code in accordance with the corrective and/or preventative action plan within agreed timeframe, Dustin Group reserves the right to stop purchasing until the matter is resolved or terminate the business relationship. In the event of repeated violations, Dustin Group will immediately terminate the business relationship and cancel existing orders.

7.3 Guidance

For guidance regarding this Code, please contact Director of Procurement at Dustin Group. Att: Director of Procurement, Box 1194 131 27 NACKA STRAND Sweden or email: sustainability@dustin.com

7.4 Reporting

Dustin Group encourages our employees and suppliers' employees to report any known or suspected non-conformances from this Code through our anonymous Whistleblowing service (<https://report.whistleb.com/en/dustin-whistleblowing>) or by sending an email or letter to Head of Sustainability at Dustin Group. Att: Head of Sustainability Box 1194 131 27 NACKA STRAND Sweden or email: sustainability@dustin.com

7.5 Non-Retaliation

Regardless of the reporting channel, all allegations of potential violations of the Code that are made in good faith will receive a swift, fair and comprehensive investigation conducted with the

relevant internal and/or external assistance. There shall be no retaliation or other negative consequences for persons reporting in good faith. The information received will be managed according to applicable data privacy laws and regulations.