

Supplier Code of Conduct

Introduction

Svenska Retursystem (SRS) has since 2001 been the invisible but crucial link between producers, wholesalers and stores in the Swedish grocery business. Every day we fulfil the demand of reusable crates and pallets to the industry. Our pooling system is based on the principles for circular economy and sustainable growth is the heart of our daily business and operations. Within the company we all share the vision of a sustainable future.

Our Supplier Code of Conduct (SCoC) describes what SRS considers to be appropriate business conduct and hence the ethical and sustainable behaviour that forms SRS's business. It comprises SRS's minimum requirements on all providers of products or services to SRS (Suppliers).

Suppliers shall always comply with all applicable laws and regulations relating to, but not covered by, the points of this SCoC and shall always comply with the most demanding requirements whether they are relevant applicable laws or SCoC specific requirements. Should the SCoC requirement contradict national laws or regulations, the law shall always be complied with and prevail. In such contradiction, the Suppliers shall immediately inform SRS.

The SCoC is based on the Ten Principles of the UN Global Compact 2000, derived from the Universal Declaration of Human Rights, the International Labour Organization's Declaration on Fundamental Principles and Rights at Work, the Rio Declaration on Environment and Development and the United Nations convention Against Corruption.

Suppliers shall ensure, to the greatest extent possible, that their own business partners and sub-contractors comply with the requirements reflected in this SCoC.

If ever in doubt on how to act or how to comply, ask yourself the following questions:

- Is it consistent with the SCoC?
- Is it ethical?
- Is it lawful?
- Will it reflect well on my employer and on SRS?
- Would I want to read about it in the newspaper?
- Would my family and friends approve of it?

If the answer is "no" to any of these questions, avoid doing it. If you are still in doubt, contact SRS. Keep asking questions until you are certain.

SRS strongly encourage all Suppliers to take immediate action when faced with non-compliance with this SCoC. SRS will under the terms of each Supplier cooperation encourage and support continuous improvements in cooperation with the Supplier.

Anna Elgh, CEO Svenska Retursystem AB

Social Sustainability

SRS fully supports the UN Framework and Guiding Principles on Business and Human Rights and expects the Suppliers to respect all human rights, including labour rights, throughout its business activities.

Occupational Health and Safety (OHS)

Suppliers must provide a safe and healthy working environment for all of their employees and shall comply with all applicable laws, rules and regulations related to OHS in the countries where they carry out their business activities. Suppliers shall also have routines in place to adapt to any legal changes.

The Suppliers are required:

- to fulfil all applicable legal OHS requirements, to have a written OHS policy of its own, to demonstrate management's commitment to OHS, and to assign responsibility for OHS within its organization,
- to ensure that operational controls such as rules and procedures are in place and communicated to all employees,
- to have emergency preparedness and response procedures in place, to increase its employees' awareness of health and safety issues,
- to enhance safety culture through open communications, and to ensure that its staff have received appropriate OHS training,
- to measure and monitor its OHS performance and OHS hazards, and
- to conduct continuous improvements, report and investigate all health and safety incidents, prevent injuries and illnesses including the use and abuse of alcohol, drugs etc.

Product Quality and Safety

All products and services delivered by the Suppliers must meet the quality and safety requirements set out in applicable laws, regulations and internationally agreed standards. When conducting business with or on behalf of SRS, the Suppliers must comply with the agreed quality requirements.

Freedom of Association and Collective Bargaining

Suppliers shall recognize and respect the rights of all employees to freely associate, form, join or not join trade unions and/or workers' councils of their choice and bargain collectively without fear of intimidation or reprisal, in accordance with national law.

Child Labour

Suppliers shall work against all forms of child labour and shall not participate in, or benefit from any form of child labour. Suppliers shall only employ workers who meet the applicable minimum legal age requirement or are at least fifteen (15) years of age, whichever is higher. Suppliers must also comply with all other applicable laws in relation to child labour.

Equal Rights

Suppliers shall not practice any form of discrimination in hiring and employment practices. Illegitimate grounds for discrimination include but are not limited to race, age, gender identity, religion, marital or family status, sexual orientation, ethnicity, physical ability, pregnancy or political affiliation.

Hours of Work and Wages

Suppliers must pay all workers a wage equal to or exceeding the legal minimum and provide all legally mandated benefits. All employment conditions, including compensations, working

hours, vacation time, leave periods and holidays must be consistent with applicable laws and regulations, especially mandatory industry standards.

Suppliers shall not participate in, or benefit from any form of forced labour.

Economic Sustainability

SRS expects its Suppliers to conduct business in an ethical and lawful manner.

Anti-corruption, Bribes and Gifts

SRS has a zero tolerance towards bribery and the Suppliers are expected not to accept or offer bribes of any kind. Bribery means any offer or acceptance of a gift, loan, fee, remuneration or anything of value to or from another person or entity, private or public, as an incentive to influence or promote a certain act or omission which would not have been appropriate under normal conditions and in the absence of bribery.

When doing business with SRS this includes, but is not limited to:

- SRS representatives shall always pay for their own travel and accommodation costs when visiting the Suppliers, conferences, reference plants etc.
- SRS representatives shall not be offered any gifts, hospitality or expenses that could be considered unreasonable or inappropriate with regard to possible business transactions.

If team members have any doubts about giving or receiving a gift or benefit, they are to directly reject or directly consult their line manager.

Fair Competition

Suppliers shall conduct their business in line with fair competition and in accordance with all applicable anti-trust laws. They shall not enter into discussions or agreements with competitors concerning pricing, market sharing or other similar activities.

Conflict of Interest

Suppliers shall avoid conflicts of interest that may compromise the Suppliers credibility in SRS or other exterior parties' confidence in SRS. The Suppliers are expected to report to SRS any situation that may appear as a conflict of interest, and disclose to SRS if any SRS employee or professional under contract with SRS may have an interest of any kind in Suppliers' business or any kind of economic ties with the Suppliers.

Intellectual Property Rights, Confidential Information and Data Processing

Suppliers shall respect SRS's intellectual property rights and protect SRS's information by safeguarding it against misuse, theft, fraud or improper disclosure. Additionally, Suppliers shall comply with data protection legislation.

Environmental Sustainability

SRS's Vision is "A sustainable future". Together with our partners and Suppliers, we work hard in order to constantly reduce our environmental footprint. We expect all Suppliers to comply with applicable legal environmental requirements and demonstrate and encourage the development and diffusion of environmentally friendly technologies following the mind-set Reduce – Reuse – Recycle in all processes.

Environmental Management System

Suppliers shall have an environmental policy and a relevant environmental/ quality management system designed to identify, control and mitigate significant environmental impacts with timed targets.

Suppliers shall also:

- identify hazardous materials, chemicals and substances, and ensure their safe handling, movement, storage, recycling, reuse and disposal,
- optimise its consumption of natural resources, including energy and water, and
- prevent pollution and minimize generation of solid waste, wastewater and air emissions

Resource Consumption, Pollution Prevention and Waste Minimization

SRS expects its Suppliers to manage their operations responsibly in relation to environmental risks and impacts and to adopt a precautionary approach including implementing and demonstrating solutions to prevent pollution and minimize generation of solid waste, wastewater and air emissions. Prior to discharge or disposal, Suppliers shall characterize and treat wastewater and solid waste appropriately and according to applicable laws and regulations.

Product Development

Minimization of environmental effects shall be a crucial impact in the process of product development i.e. materials shall be reusable and/or recycled.

Continuous Improvement

Suppliers are expected to continuously improve their environmental and sustainability performance by implementing appropriate measures and setting targets and follow ups.

Implementation and Follow-up

Suppliers are responsible to inform any employee or sub-contractor involved in the deliveries to SRS about this SCoC or, where applicable, their own code of conduct reflecting the requirements in this SCoC. Suppliers shall secure and monitor their own and their sub-contractors' compliance with the SCoC or, where applicable, their own code of conduct reflecting the requirements in this SCoC.

SRS expects Suppliers to conduct appropriate due diligence in their own operations and supply chain. In order to ensure and demonstrate compliance with the requirements reflected in this SCoC, Suppliers shall keep record of all relevant documentation, and provide SRS with supporting documentation, upon request. If significant changes in operations or products are made, Suppliers shall inform SRS promptly.

In the context of the business relationship between SRS and the Suppliers, if the Supplier, its employees or its contractors believe that the terms of the SCoC are not adhered to, or that the SRS is not acting in accordance with the SCoC, SRS encourages such concerns to be raised (confidentially) via SRS's whistleblower function at Interactive Security:

svenskaretursystem.whistleblower.se/ or svenskaretursystem.whistleblower-eu.com/

Audit and Transparency

To verify Suppliers' compliance, SRS reserves the right to audit and inspect Suppliers operations relevant for the SCoC, at SRS's own cost, with or without notice, and with or without support of a third party.

Corrective Actions and Enforcement

If SRS finds that a Supplier is not meeting the requirements and expectations set out in this SCoC, SRS will offer guidance specifying which issues need to be corrected or improved. The Supplier must then take corrective actions promptly, as directed by SRS and commit to showing progress. If the Supplier persistently fails to comply with the SCoC or carry out corrective actions, SRS reserves the right to cancel outstanding orders, suspend future orders or terminate the Supplier's activities with SRS. Should the main contract between SRS and the Supplier, to which this SCoC forms an appendix, contain separate termination rules, it is nevertheless understood by both parties that breach of the requirements set out in this SCoC may be considered a material breach of contract, thus entitling SRS to terminate the contract.