

SUPPLIER CODE OF CONDUCT

Vianor Supplier Code of Conduct ('Supplier Code') defines the basic principles that every supplier must comply with when conducting business with Vianor.

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1. INTRODUCTION

PURPOSE

Vianor is committed to managing and developing their businesses in a responsible and sustainable way. Vianor wants to be a trusted partner and a sustainability benchmark in the industry, by creating added value for people, the economy, and the environment. This can only be achieved by having a network of responsible suppliers, supporting us on this journey.

This Supplier Code of Conduct ('Supplier Code') defines the basic principles that every supplier must comply with when conducting business with Vianor. The principles laid down in this Supplier Code are consistent with the United Nations (UN) Global Compact's ten principles, the United Nations Universal Declaration of Human Rights, as well as the International Labour Organization's ('ILO') declaration of Fundamental Principles and Rights at Work.

SCOPE & APPLICATION

In this Supplier Code, 'Supplier' refers to any company that sells products or services to Vianor, including the Supplier's employees, subcontractors and suppliers. The Supplier is responsible for ensuring that its employees, subcontractors and suppliers follow the standards set forth in this Supplier Code.

The Supplier Code is an integral part of the agreement between the Supplier and Vianor. All principles set out in this Supplier Code may not be applicable and relevant for all Suppliers. However, if the business of the Supplier includes or impacts any of the areas described in this Supplier Code, such principles shall apply. The Supplier is expected to comply with this Supplier Code even if it stipulates higher standards than required by national or local laws or regulations.

2. LEGAL COMPLIANCE

Compliance with all applicable legal requirements is the baseline for complying with the Supplier Code, and for doing business with Vianor.

The Supplier shall be knowledgeable about and comply with all applicable regional and national laws and regulations, as well as international laws, regulations, treaties and conventions. The Supplier shall also comply with the contractual terms and conditions agreed upon with Vianor.



In case of a direct contradiction between mandatory provisions of laws or regulations and the principles contained in this Supplier Code, the provisions of laws or regulations shall prevail, however, the Supplier shall also in such cases strive to honour the spirit of the Supplier Code and inform Vianor of the matter as early as possible.

3. HUMAN AND LABOUR RIGHTS

HUMAN RIGHTS

The Supplier shall respect all internationally recognized human rights standards, which at a minimum includes the International Bill of Human Rights and the core principles regarding fundamental rights set out in ILO's Declaration on Fundamental Principles and Rights at Work.

In line with the UN Guiding Principles on Business and Human Rights (UNGP), the Supplier is expected to take steps and measures to prevent and mitigate negative human rights impacts, and to avoid causing, contributing or being linked to negative human rights impacts. Further, the Supplier is expected to be aware of and respect the rights of vulnerable groups, such as indigenous people, migrant workers, children and disabled people, as well as local communities.

The Supplier shall ensure that appropriate grievance mechanisms are available to its employees and interested parties, including affected parties and affected local communities.

EMPLOYMENT STANDARDS

The principles on human and labour rights set out in this Supplier Code shall apply to all of the Supplier's employees regardless of employment status or relationship, such as, for example, temporary, seasonal, migrant, contract employees, and any other type of employee under the influence of the Supplier.

Forced labour & modern slavery

The Supplier shall not participate in, or benefit from, any form of modern slavery, forced, compulsory or bonded labour. All employment must be freely chosen, and employees shall be free to leave work or terminate their employment within a reasonable notice period. The Supplier shall not require employees to surrender identification documents, such as government-issued identification, passports or work permits, nor shall employees be required to pay excessive recruitment fees.

Child labour & young employees

The Supplier shall actively prevent child labor and ensure that no individual under the age of 15, under the minimum age for work, or of an age where mandatory schooling is required as specified by the local law, whichever is higher, is employed.

Employees that can be hired under the criteria above but who are under aged according to local law, shall not be employed for any hazardous work, or work, which by its nature or the circumstances in which it is carried out, is likely to harm or jeopardize their education, health, safety or morals.

Fair treatment and non-discrimination

The Supplier shall treat all employees equally, with respect and dignity. All kinds of discrimination, in hiring or other employment practices, based on partiality or prejudice is prohibited. No employee shall be discriminated based on grounds such as, for example, gender, race, colour, sexual orientation, age, ethnicity, nationality, marital status, pregnancy, religion, political affiliation, social status, union membership or other such characteristics. The Supplier is expected to support and promote diversity.

No form or threat of physical, sexual, psychological or verbal abuse or harassment or inhuman treatment towards employees shall be tolerated.

Wages, Benefits & Compensation

The Supplier shall pay all employees at least a minimum wage required by the local laws and/or relevant collective labour agreement, and all legally mandated benefits.

The Supplier shall provide all employees with a proper wage statement of every pay period, and the basis on which employees are paid shall be clearly conveyed to them. Illegal deductions from wages shall not be used as a disciplinary measure.

Work contracts & terms of employment

The Supplier shall provide all employees with a written contract (or other relevant and necessary documents relating to the employment) in a language understood by them, specifying their rights and terms of employment. If an employee has a proper access to electronic documents, an employment contract referred to above can also be made electronically.

Working hours, leave and rest

The Supplier must follow all applicable laws and regulations and/or collective labour agreements with respect to working hours, days of rest, breaks, annual leave, sick and parental leaves, statutory holidays and overtime. In addition, operations shall be managed in a way that overtime does not exceed levels that create inhumane conditions.

Freedom of association & collective bargaining

The rights of employees to associate freely, to form and join, or not to join, trade unions or similar, seek representation and bargain collectively shall be recognized and respected. Even if local laws and regulations restrict the right to freedom of association and collective bargaining, the Supplier shall allow alternative forms of worker representation, association or similar. The Supplier will further permit its employees to openly communicate and share grievances about their working conditions and management practices without any fear of reprisal or harassment.

LOCAL COMMUNITIES AND SURROUNDING SOCIETIES

Local communities & indigenous people

The Supplier shall strive to minimize any negative impacts on local and surrounding communities. The Supplier is expected to be open for meaningful dialogues with local and affected communities.

The Supplier shall respect the rights of indigenous and tribal peoples and their social, cultural, environmental, and economic interests.

Land rights

The Supplier shall respect land rights of affected communities, including indigenous people. This means for example conducting proper processes and having appropriate dialogues and consultations with local communities and affected stakeholders.

4. HEALTH AND SAFETY

The health and safety of employees must be prioritized. The Supplier shall provide its employees with safe working conditions and a healthy working environment.

Occupational Health and Safety

The Supplier shall, at a minimum, comply with all applicable safety and health laws and regulations in the countries in which they operate.

The Supplier shall take necessary steps to ensure that employees are protected from sickness, disease and injury arising from their employment. The Supplier shall, for example, provide all employees with necessary free protective equipment and instructions of the use of such equipment. It is the Supplier's responsibility to arrange a proper monitoring on the use of necessary protective equipment when the work task so requires. Employees shall have the right to refuse to work if the conditions are unsafe, and without fear of being subject to any form of punishment for doing so.

The Supplier shall provide appropriate safety and health information as well as training for employees in a language understood by them. Training and accident records must be kept.

The Supplier shall provide employees with drinking water, adequate lighting, acceptable levels of noise and dust pollution, and access to first aid supplies.

Emergency Preparedness and Prevention

The Supplier shall have procedures in place for handling emergencies such as fire, spills, and natural disasters. The Supplier shall ensure that there are appropriate emergency plans and evacuation procedures, appropriate hazard detection and suppression equipment, training and drills, and adequate emergency exits.

Rest areas, housing & facilities

The Supplier shall provide employees working at facilities controlled by the Supplier with rest areas separate from general work area, and where provided, clean sanitary and eating facilities.

Any accommodation, when provided by the Supplier, such as employee dormitories, shall be constructed and maintained in accordance with all applicable laws and regulations, and any such accommodations shall be clearly segregated from the factory and production area. Accommodation shall be safe, healthy and enable reasonable personal space and privacy.

5. ENVIRONMENT

The Supplier shall, at minimum, comply with all the applicable environmental laws, regulations and environmental permits and licenses in the countries in which they operate. The Supplier shall strive for continuous improvement of the overall environmental performance related to significant environmental aspects.

Protecting environment and biodiversity

The Supplier shall support a precautionary approach to environmental challenges and shall proactively work to prevent environmental incidents. The Supplier shall strive to minimize any negative impact on the environment.

The Supplier shall understand its impacts on biodiversity and, as relevant, act to safeguard biodiversity and surrounding ecosystems.

Climate change mitigation and emissions to air

The Supplier shall identify, monitor, manage, and reduce emissions to air from its operations. The Supplier shall seek for low carbon solutions, when possible.

In addition, the Supplier shall identify, control and monitor noise, odour and dust emission, and reduce noise generated by the facility affecting boundary noise levels where required.

Waste, water and resource efficiency

The Supplier shall strive to minimize all waste from their operations and to separate waste streams for recycling or reuse as appropriate or proper disposal.

The Supplier shall treat wastewater appropriately and strive to prevent contamination of storm water runoff when appropriate. The Supplier is encouraged to avoid excessive consumption of water.

The Supplier is expected to use resources efficiently, for example by minimizing the loss of raw materials, and to minimize adverse environmental impacts.

Chemicals and Hazardous materials

The Supplier shall handle, store and dispose chemicals properly to protect employees and the environment.

The Supplier has procedures to prevent and respond to all environmental emergency situations, e.g. spills, leakage and other risks relating to chemicals and hazardous materials, that have a potential negative to impact the environment.

6. BUSINESS ETHICS

Vianor expects its Suppliers to commit to the highest standards of ethical business conduct. The Supplier is expected to always operate honestly, transparently and fairly. In particular, the Supplier is expected to commit to and to promote the highest ethical standards in the areas described below.

Anti-corruption, bribery, gifts & hospitalities

The Supplier shall not engage in, or tolerate, any form of corruption, including bribery and extortion.

The Supplier shall ensure that its personnel and any third parties acting on its behalf may not offer, give or receive any gift or payment that is or could be construed as a bribe, or make or accept any improper payments, including facilitation payments, for example to obtain or retain new business, permits or licences. In particular, no form of corruption is permitted when dealing with governmental or local officials.

The Supplier shall not provide hospitality, gifts or expenses to any of Vianor's employees and representatives or their closely associated persons (for example spouse, children, parents and siblings) in a situation in which it might influence, or appear to influence, the employee's decision-making in relation to the Supplier. Any hospitality or gifts offered must be reasonable to their scope, value and frequency, and in line with applicable laws and regulations.

Conflict of interest

The Supplier is expected to avoid situations which conflict, or could be perceived as conflicting, with business interests of Vianor. The Supplier shall disclose to Vianor all conflicts of interest, or situations giving the appearance of a conflict of interest, in its relationship with Vianor.

Fair competition

The Supplier shall compete fairly and respect and comply with all applicable competition and anti-trust laws and regulations. For example, the Supplier shall not engage in price fixing, market sharing, bid rigging, or participate in cartels or in any other actions limiting competition in breach of applicable competition and anti-trust laws or regulations.

Conflict-free origin of minerals

The Supplier shall ensure its compliance with legal requirements in relation to conflict minerals [1]. The Supplier shall not use conflict minerals and shall be able to trace its supply chain regarding possible conflict mineral usage.

Export and import laws, regulations on sanction

The Supplier shall ensure its compliance with applicable export and import laws, regulations on sanctions and sectors subject to restrictions (such as use for military purposes) administrated, enacted or enforced by any competent jurisdiction or authority.

7. TRACEABILITY, MONITORING & AUDITING

Traceability

The Supplier shall ensure that also its own suppliers comply with this Supplier Code. The Supplier shall, upon Vianor's reasonable and objectively justified request, provide transparent information about its supply chain relevant for the Vianor's products and raw materials.

Monitoring and auditing

The Supplier shall monitor and ensure that the requirements in this Supplier Code are met. The Supplier is expected to keep reliable and transparent documentation and records about the requirements of this Supplier Code. The Supplier shall provide information and documentation on the topics covered in this Supplier Code upon Vianor's request.

Vianor reserves the right to assess and monitor the Supplier's compliance with this Supplier Code. The Supplier shall allow Vianor, or a third party authorised by Vianor, to verify compliance with this Supplier Code through a dialogue or an audit of the Supplier's operations. Timing, scope and practical arrangements of any such audit will be mutually agreed depending on the purpose of such audit, and the Supplier shall cooperate in the audit, including the audit preparations. Vianor will treat all information received during any audits confidentially.

8. EVENT OF VIOLATION AND REPORTING OF COMPLIANCE CONCERN

The Supplier shall take the necessary corrective actions to promptly remedy identified non-compliance with this Supplier Code of conduct. If the Supplier fails to comply with this Supplier Code of conduct and fails to provide Vianor with satisfactory explanations and/or corrective actions, if appropriate, Vianor reserves the right to suspend and/or terminate the business relationship.

If you observe or suspect misconduct or observe a practice that is in violation of this Supplier Code of Conduct, you can make a report via [Nokian Tyres' whistleblowing channel](#). The reporting channel is also available to all third parties.

We encourage you to state your own name in your report in order to make further investigation more efficient. However, you can also make an anonymous report.

At Vianor, we also commit ourselves to carefully investigating all reports and taking the necessary action in relation to the report, regardless of the channel that it arrives through. We do not tolerate any form of inappropriate treatment towards the person making the report. It is prohibited to make reports with malicious intent or otherwise using incorrect information.

The personal data in the whistleblowing system is protected against unauthorized access. At Vianor, we process the personal data and other information entered into the whistleblowing system with absolute confidentiality and in the manner required by the privacy legislation. For more information regarding the processing of personal data, please read our [Privacy Statement](#).

[1] Conflict Minerals Regulation explained - Trade - European Commission (europa.eu)