



Code of Conduct for suppliers



Bergans Fritid AS guidelines and requirements for a sustainable, responsible, and fair supply chain

Version 3.0 (15.02.2022)

Bergans Fritid AS – Code of Conduct for Suppliers

Version 3.0 – edited 15.02.2022

I – Introduction

Bergans Fritid AS (hereby Bergans) has been driven by dedicated and passionate outdoor enthusiasts for over a century. Together with our suppliers we make high-performance outdoor equipment and innovative technical garments, manufactured in a responsible manner. Bergans is a value driven company, and responsibility is one of our core values. We are committed to being socially and environmentally responsible throughout our entire value chain. This is something we want to do in close cooperation and dialogue with our business partners. Our business is deeply connected to nature; therefore, we work hard to protect and preserve it for present and future generations.

Relationship based on mutual respect

The Bergans Code of Conduct is a mandatory and non-negotiable requirement that all our suppliers, including sub-suppliers and business partners, must follow. The successful implementation of this Code of Conduct depends on co-operation, dialogue, mutual trust, and respect between Bergans and our partners. We are committed to cooperating with our partners to create continuous improvements and strive to maintain all our business relationships (except in case of unwillingness to comply with our Code of Conduct). We also expect that all parties shall communicate in a reasonable and constructive manner throughout the process.

Bergans strongly believe that we can do good business while being a good business. Building strong and long-term relationships with partners that share our visions and ambitions is key to our success.

The Bergans Code of Conduct is based on international conventions and declarations

Based on our commitment, we have set up the Bergans Code of Conduct to make our position and expectations clear to all our suppliers, partners and for our own staff. Our Code of Conduct covers fundamental human rights, labour rights, ethical and environmental requirements, and anti-corruption matters. It is based on, and reflects our commitment to respect and promote, internationally agreed standards. This includes the International Bill of Human Rights, the eight core conventions defined in the ILO Declaration on Fundamental Principles and Rights at Work (1998) and the Rio Declaration on Environment and Development (1992).

Bergans is a member of the Ethical Trading Initiative in Norway (IEH), where we openly report on our work and ambitions regarding ethical trading.

The main focus of our Code of Conduct is to help improving the environmental, social and working conditions of our suppliers and to have a positive influence in respect for human and labour rights, as well as environmental protection in our entire supply chain. Suppliers shall be responsible for communicating the content of the Bergans Code of Conduct to their own employees and to their sub-suppliers.

Legal compliance and Bergans requirements

The supplier shall always comply with all requirements, whether they are relevant applicable laws or specific demands by Bergans. Should Bergans' demands contradict national laws or regulations, the law shall always be complied with and prevail. In such cases, the supplier shall immediately inform Bergans.

Legal compliance regarding products

Any product produced for Bergans shall always follow all directives, regulations, laws, and standards. Therefore, we expect all suppliers to be well informed about all European legal requirements when trading with Bergans. Knowledge and compliance with all harmonized EU legislation such as REACH and the Product Safety Directive together with product specific directives and regulations are regarded as essential when supplying goods to Bergans.

Quality assurance & control

We expect all suppliers to have an implemented quality management system in all areas of their production. These shall be written down and available upon request at all times.

Good Practice

Corruption in any form is unacceptable. Neither Bergans nor any of its employees shall ever offer or accept illegal monetary gifts or other forms of remuneration in order to secure private or business-related benefits for themselves, customers, agents, suppliers or business partners.

Favouring of producers and producing countries

Bergans shall, in addition to other factors, consider environmental, social and working standards when choosing suppliers or placing new orders. Compliance with our standards, and demonstrated will to improve operation practices and aspects, are both considered to be a competitive advantage and will be taken into consideration when choosing suppliers and vendors.

Factory approval

Suppliers must register all factories and manufacturing units intended for the production of Bergans' products. No orders can be placed unless the factory has been assessed and accepted by Bergans for our production. Unauthorized sub-contracting (outsourcing) is a severe breach of our Code of Conduct. Details of all factories, including second and third tier, shall be provided upon request.

Boycott of individual countries

Bergans and its suppliers shall avoid sourcing from partners operating in countries subjected to international boycott by the United Nations and/or by Norwegian authorities.

Continuous evaluation and improvement of Bergans policies and practices

Bergans shall continuously evaluate and, if applicable, improve our own policies and purchasing practices to facilitate suppliers' and sub-suppliers' compliance with our Code of Conduct. We will do this in dialogue with our suppliers and other stakeholders.

Supplier is defined as any party Bergans has entered into a contractual agreement with and who is responsible for a product, process or service supplied to Bergans.

Sub-supplier is defined as a business entity in the supply chain directly or indirectly providing the supplier with goods and / or services integral to and utilized in / for the production of the supplier's goods and/or services.

Subcontracting is defined as the outsourcing of the production of any of Bergans goods to a party outside the supplier.

II – Code of Conduct

1. Freely chosen employment

(ILO Conventions No. 29 and 105)

1.1 There shall be no forced, bonded (including debt bondage) or involuntary prison labour, slavery or trafficking of people in any form.

1.2 All work shall be voluntary. No workers shall be kept in employment against their will and all workers must be free to leave work or terminate their employment, after reasonable notice, without reprisal.

1.3 Workers shall be free to vacate the workplace premises at the end of a regular workday.

1.4 Workers shall not be required to leave deposits, identification papers or the original copy of their work permit with the employer.

2. Freedom of association and the Right to collective bargaining

(ILO Conventions No. 87, 98, 135 and 154)

2.1 Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively. The employer shall not interfere with, or obstruct, the formation of unions or collective bargaining.

2.2 There shall be no discrimination, threats, intimidation or harassment of workers representatives. The worker representatives shall have access to carry out their representative functions in the workplace without any obstruction.

2.3 Where the right to freedom of association and collective bargaining is restricted by law, the employer shall facilitate, and not hinder, the development of alternative means for independent and free worker representation and bargaining.

2.4 The employer shall make sure that a worker representative, preferably a union representative, is elected to establish communication with management on matters relating to ethical guidelines. The identity and contact details of the representative can be requested by Bergans.

3. No child labour

(UN Convention on the Rights of the Child, ILO Conventions Nos. 138, 182 and 79, and ILO Recommendation No. 146)

3.1 The minimum age for workers shall not be less than 15 years and comply with (i) the national minimum age for employment or (ii) the age for completion of compulsory education, whichever of these is the higher. Exceptions may be considered where ILO Convention No 138 is applicable.

3.2 The supplier shall have a proof of age documentation for all workers, such as a certified copy of an official document indicating the worker's date of birth.

3.3 New recruitment of child labour in contrary to the above-mentioned minimum age is unacceptable.

3.4 The supplier shall have a continuously implemented and documented routine to prevent child labour. There shall also exist a continuously implemented and documented routine to prevent child labour at sub-suppliers.

3.5 The supplier shall have a documented routine in place to ensure that child labour, when identified, shall be acted upon immediately. The actions taken must be in the best interest of the child. The response routine must describe all actions taken to remove the child from his or her position, and to arrange for more viable and sustainable alternatives for the child's development. Supporting measures, where children are given the opportunity for education until they are no longer of compulsory school age, must be provided.

3.6 Young workers, i.e. persons under 18 years, but above the minimum working age, can be given the opportunity to participate in educational training programs. No person under the age of 18 shall be engaged in labour that is hazardous to their health or safety, including night work, or that is damaging to their education.

4. Wages and benefits

(ILO Convention No. 131)

4.1 Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards, or industry benchmark standards (whichever is higher). Wages should always be enough to meet basic needs, including some discretionary income.

4.2 Working hours, wages and overtime wages shall be set in accordance with relevant law.

4.3 Before entering employment, all workers shall be provided with a written, signed, and comprehensible contract outlining their wage conditions and method of payments.

4.4 Holiday pay, sickness allowance, maternity leave compensation, as well as other compensated absences or fringe benefits established by law, shall be covered by the manufacturer pursuant to the country's laws and regulations.

4.5 Wages shall be paid directly to the worker in cash payments or by bank transfer, in a timely fashion and in full. Workers must sign for payments received in cash.

4.6 At each payment workers shall be provided with understandable information for concerned pay period in writing, including but not limited to: number of working days, wage/piece rate calculation, overtime hours, overtime pay, and bonuses.

4.7 The piece rate shall be calculated so that those producing the lowest amount always receive at least minimum wage within regular working hours.

4.8 Deductions from wages as a disciplinary measure shall not be permitted.

5. No excessive working hours

(ILO Convention No. 1 and 14)

5.1 Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. Working hours shall not exceed regulations in international conventions. Weekly working hours should not on a regular basis be more than 48 hours.

5.2 Workers shall be provided with at least one day off for every 7-day period.

5.3 All overtime shall be limited and voluntary. Overtime practices shall be used responsibly, taking into account the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment.

5.4 Overtime work shall not exceed 12 hours per week and the total working week including overtime shall not exceed 60 hours. Exceptions to this may be accepted when regulated by a collective bargaining agreement that is negotiated with an organisation representing the majority of the workers. Appropriate safeguards shall be taken to protect the workers' health and safety.

5.5 Workers shall always receive overtime pay for all hours worked over and above the normal working hours (see 5.1 above). As a minimum, overtime shall be compensated in accordance with relevant national legislation.

5.6 Workers shall be given their stipulated maternity and/or parental leave in case of pregnancy

6. Providing regular employment

(ILO conventions Nos. 95, 158, 175, 177, 181)

6.1 Obligations to employees under international conventions and social security laws, as well as regulations arising from the regular employment relationship, shall not be avoided using short-term contracting (such as contract labour, casual labour or day labour), sub-contractors or other labour relationships.

6.2 All workers are entitled to a contract of employment that shall be written in a language they understand.

6.3 The duration and content of apprenticeship programmes shall be clearly defined.

7. No discrimination

(ILO Conventions Nos. 100 and 111 and the UN Convention on Discrimination Against Women)

7.1 There shall be no discrimination at the workplace in areas such as hiring, compensation, access to training, promotion, termination, or retirement. Discrimination based on ethnic background, skin colour, caste, nationality, religion, age, health condition, disability, gender, marital status, sexual orientation, union membership, political affiliation, or in any other forms shall not be tolerated.

7.2 Adequate policies and routines, including preventive and corrective actions, shall be implemented to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour. Adequate policies and routines shall also be in place to protect workers from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or health status.

7.3 A record of all terminated contracts shall be kept. The reason for termination of contract shall be clearly stated in the records.

7.4 All workers shall have equal rights and social benefits unless legal restrictions apply.

8. No harsh or inhumane treatment

(UN convention on civil and political rights, art. 7)

8.1 All employees shall be treated with respect and dignity. Physical abuse or punishment, harsh or inhumane treatment, harassment of any kind (sexual or not), verbal or mental abuse, as well as all other forms of intimidation and threats, towards workers, is strictly prohibited. Policies and routines in support of these requirements, including preventive and corrective actions, must be clearly defined, and communicated to all workers.

8.2 Workers, including workers at sub-suppliers, have the right to appeal against reprimands, disciplinary actions, and dismissal. These appeals must be documented.

9. Safe and hygienic working conditions

(ILO Convention No. 155 and ILO Recommendation No. 164)

9.1 The working environment shall be safe and hygienic, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps, such as a workplace risk assessment, shall be taken to prevent and minimize accidents and injury to health arising out of, associated with, or occurring in the course of work. There shall always be an effort to minimize the causes of hazards inherent to the working environment. A routine for reporting, analysing, following up and acting upon incidents and accidents shall be implemented.

9.2 Working conditions shall, at a minimum, comply with national occupational health and safety regulations, or with international standards (where national regulation are insufficient or unspecified).

9.3 Responsibility for health and safety shall be assigned to a management representative. Active cooperation between management, workers, and/or their representatives, is essential to develop and implement systems for ensuring a safe and healthy work environment. This may be achieved through the establishment of Occupational Health and Safety Committees.

9.4 Workers shall receive regular, relevant and documented health and safety training in a language they understand, and such training shall be repeated for new or reassigned workers.

9.5 Machines shall have appropriate and functional safety devices which shall be maintained on a regular basis. Safety instructions relevant to the machinery shall be available in an understandable language.

9.6 Workers shall be equipped with appropriate personal safety equipment (PPE) free of charge. Training shall be provided on proper use of such equipment. Areas where PPE is needed are clearly marked.

9.7 Risk areas and potential hazards shall be clearly marked by warning signs in appropriate languages and, if possible, with pictograms.

9.8 Workers shall have access to potable water and clean toilet facilities in sufficient number. When applicable, sanitary facilities for food storage shall be provided. Break areas (such as a canteen) must be located separately from the production area and be clean and shall comply to sanitary regulations.

9.9 In each factory location there shall be sufficient first aid equipment, clearly marked and available for all workers. An adequate number of first aid trained persons shall be present during working hours. There shall be routines for handling serious injuries requiring outside medical attention.

9.10 Hazardous chemicals and other substances shall be carefully managed. Requirements related to use and handling of chemicals in production is elaborated in the Restricted Substances List (RSL)

9.11 There shall be proper ventilation (windows, fans, air conditioning and /or heating) at work areas, in order for circulation, ventilation, temperature and moisture requirements to be met.

9.12 The factory shall ensure that the noise level is according to regulations. The lighting must be sufficient to ensure a safe working environment.

9.13 Accommodation (such as dormitories), when provided, shall be clean, safe and adequately ventilated. Workers shall have access to clean toilet facilities and potable water from such accommodations.

9.14 Suppliers shall secure protective measures to ensure the safety and health of pregnant workers and new mothers. This includes temporary reassignments away from work stations and work environments that may pose a risk to the health of pregnant woman and their unborn children. This may also include temporary adjustments of working hours.

Factories shall provide new mothers with breast-feeding breaks and facilities. We strongly encourage factories to secure that access to day care for children below school age is available.

10. Building and fire safety

10.1 Factories shall be able to document that production buildings and all its installations meet the standards based on their functions and how they are utilized. That includes the physical display of relevant and valid permits in its facilities.

10.2 There shall be a management system in place to ensure that operational loads do not at any time exceed the factory floor loading limits.

10.3 There shall be a fire alarm system in place. Fire drills and testing of emergency systems shall be conducted on a regular basis, and according to the country's legal regulations.

10.4 Firefighting equipment shall be maintained in sufficient number and in proper working order, and according to the country's legal regulations. The equipment shall be easily visible and accessible to all workers.

10.5 Buildings shall present a means of egress system for all occupants to safely evacuate the premises in case of emergency. That shall include (but does not have to be limited to) a sufficient number of clearly marked, unlocked and unblocked exits, and safe and unobstructed exit pathways leading out of the premises. Evacuation plans shall be in place and shall be posted at the entrance to each exit stair.

10.6 Electrical systems, equipment, panels, outlets and wiring must be installed by a certified electrician, and must be properly placed, grounded and documented. All electrical features must be maintained in good working order and must be inspected on a regular basis, according to the country's legal regulations.

10.7 The supplier shall have a building maintenance system, especially to prevent any sort of leakage through the roof, walls, and windows. This measure shall also aim at preventing the growth of mold.

10.8 These requirements shall also be applicable to dormitories and housing (when provided). That applies to all dormitories (directly or indirectly) provided to workers and employees. For more on housing conditions, refer to the ILO Factsheet No. 6 on workers housing.

11. Consideration for marginalized populations

(UN Convention on Civil and Political Rights, art. 1 and 2.)

11.1 Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations. That includes (but is not limited to) claiming large land areas and the recklessly use of water or other natural resources on which these populations depend.

12. Environmental requirements

12.1 All suppliers and manufacturers shall respect all national and international environmental legislation and regulations.

12.2 Suppliers shall use management systems to ensure continual improvement and compliance with environmentally beneficial policies and practices and demand sub-suppliers to implement and adhere to the same standards. Current environmental impacts from production and operations must be evaluated by the supplier. An annual environmental performance report must be made available to Bergans.

12.3 Practical plans to reduce environmental impact (connected to energy, water, emissions, and waste) shall be documented and reviewed periodically. The plans shall include measurable goals, responsibilities, concrete actions, and timeframes. Corresponding results from the planned actions shall be documented

12.4 Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the extraction and production of raw material to the final sale to consumers. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution.

12.5 All applicable laws and regulations relating to air emissions shall be complied with and, if required, the necessary permits and test reports must be obtained.

12.6 Wastewater shall be properly treated on site by the supplier or discharged to an authorised external wastewater treatment facility. Relevant discharge permits shall be obtained where required.

Effluent treatment plants (ETPs) must be properly operated and maintained and be appropriate for the type and volume of effluents generated from the operations. The staffs operating the ETP must have the appropriate competence. Access to the ETP shall be granted to Bergans when requested.

12.7 A list of hazardous and non-hazardous waste must be established and maintained in order to monitor the type and quantity being generated. Waste must be stored, handled and transported in a way that prevents contamination of air, ground and water, prevents risks of ignition/explosion and ensures worker health and safety.

Waste must be sorted and sent for recycling to the extent that local conditions and infrastructure allows. Contractors for transport, storage and final disposal of waste shall be licensed according to applicable legislation. Hazardous waste cannot be land-filled or incinerated on site.

12.8 Ground contamination shall be immediately acted upon. Possible risks of ground contamination due to current and previous activities on the site must be investigated and assessed.

Any contamination identified shall be reported to the relevant authority and dealt with according to regulations from the authority. The supplier must keep Bergans informed about the progress and outcome of the issue.

13. Chemical management

13.1 To ensure compliance with existing international regulations (REACH), all Bergans suppliers supplying goods involving chemical usage, must read, understand, and sign our Restricted Substances List (RSL). The list is supplied by bluesign® and updated every year.

13.2 A list of all chemicals, including the valid Material Safety Data Sheet (MSDS), used in the production, operations or services must be established, maintained, and continuously updated.

The list must include the name of the chemical product, the purpose/area of use and a reference to MSDS. The MSDS must be in a language understood by workers. A chemical inventory (MSDS) for any Bergans product must be available in English upon request.

13.3 Workers handling chemicals must have the right competence and must be adequately trained in purchasing, handling, using, and storing chemicals. All the competence and training must be acquired by/given to the worker before they are allowed to start working. Workers shall be equipped with appropriate personal safety equipment (PPE) free of charge. Training on the proper use of such equipment shall also be provided.

13.4 Chemicals must be labelled, stored, handled, and transported in a way that prevents emissions to air, ground, and water. Labelling, storing, handling, and transporting of all chemicals must also take into account the health, safety and protection of the workers and shall present risks of ignition or explosion. Applicable information regarding the risks and safe handling of chemical compounds and substances shall be displayed at storage areas and in operations areas where the chemicals are used.

Chemical storage facilities shall have an impermeable floor with a hard surface (it shall not absorb the chemicals). If a separate containment of liquid chemicals is needed, it shall hold the volume of the largest barrel/tank. All above/underground tanks containing hazardous liquids shall be monitored to prevent contamination or allow for early detection of leakages.

14. Ethical conduct in the care and use of animals

In addition to our concerns surrounding workers' rights and environmental issues, we are also aware of our responsibility for the welfare of the animals from which some of the raw materials used in the production of our products are extracted. All animal-derived materials used in production shall be a by-product of food production, and all animals involved in this chain of production shall be treated humanely and according to regulations

14.1 Bergans only accepts virgin **down** certified by the Responsible Down Standard (RDS) and recycled down in our products. We demand that all virgin down included in our products must be a by-product of the food industry and plucked only from dead geese. We do not in any circumstances tolerate "live-plucking" of down. Every batch of down shall be quality tested and documented by IDFL (International Down & Feather Laboratory) before production.

14.2 When it comes to **wool**, Bergans does not accept the practice of “mulesing”, a surgical procedure of removing folds of skin from the tail area of a sheep without anaesthesia. This is done in some parts of the world on merino sheep to prevent harmful flies from laying eggs in the wool (flystrike). Bergans does not accept the use of clips as an alternative to mulesing. Bergans require certificates from our suppliers to ensure mulesing-free practices.

Bergans’ goal is to only purchase wool certified by animal welfare standards (such as the Responsible Wool Standard (RWS)) or recycled wool.

14.3 No fur is to be used in the production of goods supplied to Bergans. Bergans does not support a practice where animals are bred or captured solely or substantially for the sake of their fur. We avoid using synthetic fur as well, due to the fact that this can contribute to make fur a part of the fashion trend. In addition, shedding from synthetic fur contributes to the environmental challenge of microplastics.

14.4 Leather in Bergans products shall be manufactured using only the hide of livestock such as pigs, sheep, and cows, and be a by-product of food production.

Bergans shall not purchase leather, hides or animal fibres from areas known for bad farming practices or for raising, transporting og slaughtering animals under inhumane conditions. The use of unethical and inhumane production processes is not in accordance with our animal welfare policy. Bergans has phased out the use of leather in most of our products.

14.5 Bergans does not accept **animal testing**. We will never carry out or order animal testing of any kind and demand the same strict approach for all our business partners.

15. Protection of Bergans confidential and proprietary rights and intellectual property

15.1 Any confidential and proprietary information and intellectual property (including drawings, patterns, trademarks, and all other confidential unregistered know-how) provided by Bergans to the supplier shall remain the property of Bergans. The supplier shall always keep confidentiality and not disclose any confidential information to competitors or other third parties (unless specifically authorised by Bergans in writing and in advance). The supplier shall ensure that the information is stored and protected in a prudent manner and that copies cannot be taken without consent.

15.2 All confidential and proprietary information, as well as intellectual property rights shall only be used in accordance with the intended purpose previously agreed in writing with Bergans.

15.3 Upon termination of the agreement with Bergans, or upon Bergans request, the supplier shall return all confidential and proprietary information to Bergans, as well as waive all intellectual property rights. Any confidential information that has been stored electronically shall, in addition, be deleted.

15.4 The supplier shall ensure that it will only disclose Bergans’ confidential and proprietary information and intellectual property rights to those employees who need the information to provide the services agreed with Bergans.

15.5 The supplier shall ensure that all its employees who handle Bergans’ confidential and proprietary information and proprietary rights shall handle such information confidentially.

15.6 All observations, discussions and written information received from the supplier are to be treated confidentially by Bergans, its employees and any third-party organisations appointed by Bergans, unless otherwise agreed upon.

16. Anti-corruption

16.1 Corruption in any form is not accepted. That includes any form for bribery, extortion, kickbacks, or improper benefits (private or professional) to any customers, agents, sub-suppliers (or employers of such parties), as well as government officials.

III – Management system

The supplier shall take concrete actions to implement the requirements of this Code of Conduct, to incorporate these practices into all its operations, and to make the standard presented here an integral part of its overall way of doing business.

Suppliers shall assign responsibility for all matters pertaining to this Code of Conduct to a manager within its organisation. The supplier's upper management shall periodically review the requirements of this standard and assure its implementation. The suppliers shall accept responsibility for observing the requirements of this Code of Conduct with respect to all employees and workers under its control and supervision and shall agree to:

- Assign an employee (centrally placed) with the responsibility for implementing this standard at each facility that it owns or controls.
- Ensure that employees and workers are aware of these standards by communicating this document's content in a language understood by them.
- Refrain from disciplining, dismissing or otherwise discriminating against any employee who demands compliance with this standard

The supplier shall have an effective management system for handling complaints to human rights, workers' rights, environmental issues, and corruption. The supplier shall ensure that both workers and external partners, such as local communities and civil society organisations, are able to submit complaints.

Bergans expects our suppliers to communicate this Code of Conduct, or an equally comprehensive document, to their sub-suppliers. The supplier shall make the compliance to this Code of Conduct a condition for all agreements that it enters with sub-suppliers. These agreements shall also oblige the sub-suppliers to conform to all inspecting requirements of this standard and to not interfere in the supplier's requested inspection, audits, and monitoring.

Regarding the use of agents, the use of several factories or use of sub-contractors, all links shall be traceable concerning the manufacturing location of Bergans products. Any sub-supplier or sub-contractor shall be agreed upon by Bergans prior to any production.

IV – Monitoring and auditing

The requirements of our Code of Conduct are non-negotiable and shall be complied with by our suppliers, and sub-suppliers, through all their activities. The supplier shall be able to document their efforts to secure compliance with this Code of Conduct, and the efforts of sub-suppliers, at the request of Bergans.

We reserve the right to monitor the compliance of this Code of Conduct by the way of systematic (unannounced or announced) inspections, conducted by Bergans personnel or independent auditors. In order to map and document compliance with our requirements, the supplier shall also be obliged to provide the name and contact information for any sub-supplier.

V – Corrective action and non-compliance

The Bergans Code of Conduct sets the standard expected to be met by all our suppliers and sub-suppliers during operation and manufacturing. We are fully aware that all our demands can't be met immediately, but we require that concrete actions shall always be taken in efforts to meet our demands.

In the event of a breach of the Code of Conduct, Bergans and the supplier will jointly prepare a contingency plan for remedying the breach. Remediation shall take place within a reasonable period of time, as mutually agreed upon by the supplier and Bergans. The business relationship shall only be terminated if the supplier shows unwillingness to remedy the breach following repeated enquiries.

VI – Compliance commitment

- We hereby confirm that we have received, read and fully understood the Bergans Code of Conduct.
- We confirm that we have full knowledge of all relevant laws in the countries where we are operating.
- We confirm that the requirements in the Bergans Code of Conduct are not in any way contradictory to the national law.
- We commit to comply with the Bergans Code of Conduct, take responsibility over informing all our employees and our partners (suppliers and sub-suppliers) on the content of this Code of Conduct and to make sure that they comply accordingly.
- We accept Bergans right to make unannounced inspections at our factories and those of our suppliers at any time, and that this right can be carried out by any independent third party that has been appointed by Bergans.
- We guarantee that no production of goods for Bergans will take place at any other location than those Bergans has been informed of. We will, without delay, supply Bergans with detailed information on the location of all production facilities used for production of goods for Bergans.
- We commit to the responsibility of keeping ourselves informed on the content of the Bergans Code of Conduct and accept that Bergans reserves the right to amend or modify the Code at any time.
- We hereby commit to immediately report all incidences and violations / breaches of the Bergans Code of Conduct to Bergans. Any other inquiries shall also be reported to this point of contact.

Date

Supplier name

Name

Signature

Company Stamp

This Code of Conduct must be read, signed, and returned to Bergans within the requested time.