

BRYNILD SUPPLIER CODE OF CONDUCT

2025



Dent



St. Michael



Brynild Supplier Code of Conduct (SCoC)

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| <p>Introduction</p> | <p>Brynild is a family business, owned and managed of the family throughout generations. We understand our responsibility to run our business in a sustainable and ethical way, and that responsibility extends to our suppliers, business partners and farmers that make our products.</p> <p>To live out our values, we have implemented the OECD Due Diligence Guidelines in our routines to help us and the value chain to improve and work in direction of an even more responsible production.</p> <p>In pursuit of this goal, we wish to cooperate closely with our suppliers and business partners.</p> <p>Our Code of Conduct set expectations to our own operations, for our suppliers and reflect our priorities across labor, health and safety, and the environment.</p> <p>This code of conduct is based on internationally acknowledged UN and ILO conventions and sets out a minimum standard. The employment legislation applicable to the place of production must be respected. Where national laws and regulations cover a topic that is also dealt with in this code of conduct, the higher standard shall apply.</p> |
| <p>It's all about commitment</p> | <p>Brynild's suppliers are to supply goods and services that are produced in compliance with the code of conduct.</p> <p>Brynild's SCoC applies to all suppliers and factories producing goods for Brynild and our brands. We require suppliers to go through our SCoC before any sampling or quotations from us to ensure the standards are understood and will be followed.</p> <p>Moreover, we expect that all suppliers share our SCoC to their worker, communicate to their sub-suppliers and to promote compliance by the sub-suppliers.</p> <p>Brynild recognises that supply chains can be complex, and that this may make it difficult to gain insight into working and environmental conditions throughout the chain. However, Brynild expects its suppliers and business partners to make systematic, targeted efforts to ensure compliance. We will support our suppliers and partners in this regard.</p> |
| <p>Collaboration</p> | <p>Brynild recognises that suppliers may not currently be in compliance with the code of conduct.</p> <p>We believe in multi-stakeholder initiatives include collaboration with our business partners, NGO's, governments and suppliers in the value chain.</p> <p>In cases of non-compliance, Brynild, or at party authorised by our company, and the supplier will jointly set up a corrective action plan. The plan will describe corrective actions, name of responsible person, and the implementation deadlines. The contract will only be terminated if the supplier remains unwilling to remedy non-compliances following repeated requests to do so. Brynild will give emphasis to working and environmental conditions when selecting new suppliers.</p> <p>At Brynild's request, a supplier must be able to document compliance with the code of conduct, or that it is working to achieve compliance. Such documentation may be provided through self-declaration forms, surveys of working and environmental conditions or meetings with Brynild. The supplier will be obliged to provide contact information for any sub-supplier that Brynild wishes to inspect.</p> |

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| <p>Transparency</p> | <p>To secure safe food and a sustainable value chain, from farm to fork, Brynild expect that our suppliers are 100% open and transparent about their products sold to us. We need to know where all purchased material and products are produced include working conditions and environmental impacts. From farm to fork include openness about ingredients list and compositions of the products. This information will no longer be voluntary.</p> <p>Our operation in Norway operates under various legislations set out by the government.</p> <ol style="list-style-type: none"> 1. The Norwegian Transparency Act (similar with EU’s Corporate Sustainability due Diligence Directive (CSDD)(D)). Companies shall respect fundamental human rights and decent working conditions in connection with the production of goods – from raw material stage to finished product. Anyone, consumer, stakeholder, customer has the right to ask, and the right to receive information about how we identify and assess adverse impacts, prevent or mitigate adverse impacts and achieved results. 2. The Product information Act gives everyone the right to information about a product, what it contains, where it is produced. |
| <p>Remediation</p> | <p>If Brynild are alerted to an issue of non-compliance with our SCoC within one of our suppliers, we investigate and, where improvements are required, we take a collaborative approach to working with factory managers to see that corrective actions are taken, and problems are remediated.</p> <p>Should a supplier fail to remediate issues identified by an audit or allegation investigation according to Brynilds' requirements, it is subject to review and sanctions, including potential termination of the supply agreement.</p> |
| <p>Due Diligence for Responsible Business Conduct</p> | <p>The Norwegian Transparency Act (similar with EU’s Corporate Sustainability due Diligence Directive (CSDD)(D)).</p> <p>The Act promotes enterprises’ respect for fundamental human rights and decent working conditions in production of goods throughout the supply chain from raw material to finished product, regardless of the location of the production. Brynild works according to this and do our human rights due diligence in accordance with the OECD Guidelines for Multinational Enterprises.</p> <p>Brynild expect that our supplier also carries out risk-based due diligence to avoid and address such adverse impacts associated with their operations, their supply chains and other business relationships.</p> |
| <p>Principles for responsible manufacturing and business practice</p> | <p>We expect all suppliers to share Brynild’s commitment to respecting the rights of workers and advancing their welfare, with particular care for people with unique vulnerabilities such as women, migrants and temporary workers.</p> <p>We also expect suppliers to use natural resources responsibly and efficiently, focusing on areas such as carbon and waste reduction and encourage own organisation and business partners to build a culture of safety and minimising their environmental impacts.</p> <p>Brynild will avoid working with suppliers that operate in countries subject to international boycott by the United Nations, EU or Norwegian Authorities.</p> <p>Brynild expect that supplier acknowledged UN and ILO conventions. The employment legislation applicable to the place of production must be respected. Where national laws and regulations cover a topic that is also dealt with in this code of conduct, the higher standard shall apply.</p> |
| <p>UN, ILO and Maternity Protection conventions</p> | <ol style="list-style-type: none"> 1. Forced and Compulsory Labour (<i>ILO Conventions Nos. 29 and 105</i>) <ol style="list-style-type: none"> 1.1. There shall be no forced, bonded or involuntary prison labour 1.2. Workers shall not be required to lodge “deposits” or identity papers with their employer and shall be free to leave their employer after reasonable notice. |

2. **Regular Employment Labour** (*ILO Conventions Nos. 95, 158, 175, 177 and 181*)
 - 2.1. Obligations to employees under international conventions and social security laws, and regulations arising from the regular employment relationship, shall not be avoided through the use of short term contracting (such as contract labour, casual labour or day labour), sub-contractors or other labour relationships.
 - 2.2. All workers are entitled to a contract of employment that shall be written in a language they understand.
 - 2.3. The duration and content of apprenticeship programmes shall be clearly defined.
 - 2.4. A record of all terminated contracts should be kept for at least 24 months. The reason for termination of contract should be clearly stated in the records.
3. **Humane Treatment and Zero Tolerance for Harassment** (*UN Covenant on Civil and Political Rights Art. 7 and the ILO convention 190 on Violence and Harassment*)
 - 3.1. All employees shall be treated with respect and dignity. Physical abuse or discipline, harsh or inhumane treatment, sexual or other harassment, verbal, or mental abuse of workers, including the threat of such treatment, as well as other forms of intimidation, is strictly prohibited.
 - 3.2. Measures must be established to protect workers from all forms of harassment and gender-based violence, both physical and psychological, including sexually intrusive, threatening, insulting or exploitative behaviour. Policies and procedures in support of these requirements must be clearly defined and communicated to all workers and employees.
 - 3.3. Grievance mechanisms that allow employees to escalate grievances must be established. Information about grievance channels and procedures must be communicated to all employees
4. **Non-Discrimination** (*ILO Conventions Nos. 100 and 111 and the UN Convention on Discrimination Against Women*)
 - 4.1. There shall be no discrimination at the workplace based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
 - 4.2. Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.
 - 4.3. Non-discrimination policies for hiring, promotion and disciplinary practices must be clearly defined and communicated to all workers and employees.
 - 4.4. Migrant workers shall have the same rights and entitlements and be covered by the Brynild SCoC in the same manner as local employees. All elements relevant to the employment must be communicated in a language understood by the worker
 - 4.5. Female workers shall be given equal opportunities and be entitled to the same benefits as men in the workplace. There shall be no distinction, exclusion, or restriction based on gender
5. **No Child Labour** (*UN Convention on the Rights of the Child, ILO Conventions Nos. 138, 182 and 79, and ILO Recommendation No. 146*)
 - 5.1. Children and young persons under the age of 18 shall not be engaged in labour that is hazardous to their health or safety, including night work.
 - 5.2. Children under the age of 15 (14 or 16 in certain countries) shall not be engaged in labour that is detrimental to their education.
 - 5.3. New recruitment of child labour in infringing of the above mentioned conventions is unacceptable. If child labour, as described above, is already in existence, sustained efforts shall be made to redress the situation as quickly as possible. However, the children concerned shall be given the possibility of earning a livelihood, as well as acquiring an education until they are no longer of compulsory school age.
 - 5.4. Policies and procedures for monitoring and remediation of child labour prohibited by ILO conventions N^o 138 and N^o 182, shall be established, documented, and communicated to personnel and other interested parties. Adequate support shall be provided to impacted children to attend and complete compulsory education.

- 5.5. 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.
- 5.6. Young workers (defined as workers above minimum age but below the age of 18) shall be given the opportunity to participate in education and training programs.
6. **Freedom of Association and the Right to Collective Bargaining** (*ILO Conventions Nos. 87, 98, 135 and 154*)
- 6.1. Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
- 6.2. Workers representatives shall not be discriminated and shall have access to carry out their representative functions in the workplace.
- 6.3. Where the right to freedom of association and collective bargaining is restricted under law, the employer shall facilitate, and not hinder, the development of parallel means for independent and free association and bargaining.
7. **Wages & Benefits** (*ILO Convention No. 131*)
- 7.1. 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
- 7.2. All workers shall be provided with a written and comprehensible contract outlining their wage conditions and method of payments before entering employment.
- 7.3. Wages shall be paid directly to the worker preferably by a traceable digital payment system (such as bank transfer). Payments shall be done in a timely fashion and in full. Workers must sign for any payments received in cash.
- 7.4. 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 particular country's laws and regulations.
- 7.5. Salary deductions as a disciplinary measure is not permitted.
8. **Parental Protection** (*Maternity Protection Convention (2000) N^o 183*)
- 8.1. Parental rights and benefits shall be granted and compensated according to national law as a strict minimum.
- 8.2. Appropriate measures shall be adopted to ensure that pregnant or breastfeeding women are not obliged to perform work determined as a risk to the health of mother or child.
- 8.3. A period of parental/maternal leave of no less than 14 weeks shall be provided, or at minimum as per legal requirement where the requirement is higher than 14 weeks.
- 8.4. On production of a medical certificate, leave shall be provided before or after the maternity leave period in the case of illness, complications or risk of complications arising out of pregnancy or childbirth. The nature and the maximum duration of such leave may be specified in accordance with national law and practice.
- 8.5. It is not permitted for an employer to terminate the employment of a woman during her pregnancy or absence on leave, except on grounds unrelated to the pregnancy or birth of the child and its consequences or nursing.
- 8.6. A woman is guaranteed the right to return to the same position or an equivalent position paid at the same rate at the end of her maternity leave.
- 8.7. A woman shall be provided with the right to one or more daily breaks or a daily reduction of hours of work to breastfeed her child.
- 8.8. The period during which nursing breaks or the reduction of daily hours of work are allowed, their number, the duration of nursing breaks and the procedures for the reduction of daily hours of work shall be determined by national law and practice. These breaks or the reduction of daily hours of work shall be counted as working time and remunerated accordingly.
9. **Working Hours** (*ILO Convention No. 1 and 14*)

- 9.1. Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).
- 9.2. Workers shall be provided with at least one day off for every 7 day period.
- 9.3. Overtime shall be limited and voluntary. Recommended maximum overtime is 12 hours per week.
- 9.4. Workers shall always receive overtime pay, minimum in accordance with current legislation.

10. Occupational Health and Safety (*ILO Convention No. 155 and ILO Recommendation No. 164*)

- 10.1. The working environment shall be safe and hygienic, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 10.2. Working conditions shall at a minimum comply with national occupational health and safety regulations, and with international standards where domestic regulation is insufficient or unspecified.
- 10.3. Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.
- 10.4. The factory shall carry out risk assessments on a regular basis to identify conditions that are or could be hazardous to the health and safety of the workers. Such risk assessments should produce corrective action plans to prevent, and address identified issues.
- 10.5. Responsibility for health and safety shall be assigned to a management representative.
- 10.6. Active cooperation between management and workers, and/or their representatives, is essential in order to develop and implement systems for ensuring a safe and healthy work environment. Occupational Health and Safety Committee (or similar function) shall be established with representatives from workers and management.
- 10.7. There shall be sufficient number of persons trained in first aid in each section of a factory and at each shift. Training records shall be kept available. In addition, there shall be routines for handling serious injuries requiring outside medical attention

11. Healthy Working Environment

- 11.1. There shall be proper ventilation, windows, fans, air conditioning and /or heating in the workplace so that requirements on air quality, ventilation and temperature requirements are met.
- 11.2. The factory shall ensure that the noise level is acceptable in all areas.
- 11.3. The lighting must be sufficient to ensure a safe working environment.
- 11.4. There must be adequate space in the factory to accommodate the safety and welfare of the workers. Adequate cleanliness should be maintained in all areas.
- 11.5. There shall be access to clean toilet facilities in sufficient number and to potable water. Toilets shall be accessible during all working time and during breaks. Workers shall be allowed reasonable time to use the facilities, and the use of such facilities shall not be recorded or monitored.
- 11.6. If the factory provides food for its workers, the canteen, in which food is stored and prepared, must be located separately from the production area and also be clean and in good condition. Adequate storage for food shall be available to workers.
- 11.7. Hazardous chemicals and other substances shall be carefully managed.
- 11.8. Sandblasting shall not be used for any production. Factories shall not have any sandblasting equipment available for use.

12. Accommodation Requirements (ILO Factsheet No. 6 on workers' housing)

- 12.1. The standard of the accommodation shall be with reasonable levels of decency, privacy, security and hygiene with regular upkeep and improvement to meet basic needs.

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| | <p>12.2. Dormitories shall be located separately from production buildings, storage areas or warehouses.</p> <p>12.3. Dormitories shall be single sex.</p> <p>12.4. The space for each worker must be in compliance with local laws.</p> <p>12.5. Everyone shall have their own, individual ground pads or beds.</p> <p>12.6. All workers are to have their own lockable storage spaces for clothes and personal belongings.</p> <p>12.7. There shall be access to potable water.</p> <p>12.8. There shall be proper ventilation, windows, fans and/or air conditioning/heating apparatus in all dormitories so as to ensure proper circulation, ventilation and temperature.</p> <p>12.9. The dormitories shall have adequate lighting.</p> <p>12.10. There must be a sufficient number of toilets and showers (single sex). These must be maintained, easily accessible, safe, and hygienic.</p> <p>12.11. Washing facilities shall be available for workers who live on the premises.</p> <p>12.12. If available, the canteen and the food which is prepared and stored there must be kept clean and in good condition.</p> <p>12.13. Freedom of movement cannot be restricted. Those living on the premises must be able to come and go as they please in their own time, within reasonable limits due to security and comfort.</p> <p>12.14. The use of provided accommodation facilities must be optional.</p> <p>12.15. If the workers must pay for their housing, the cost should be commensurate with the standard of the accommodation, not exceed local average, and be reasonable in comparison with provided wage levels</p> <p>13. Marginalized Populations (UN Covenant on Civil and Political Rights, art. 1 and 2)</p> <p>13.1. Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.</p> <p>14. Animal welfare</p> <p>When manufacturing products stemming from animals, considerations to animal welfare shall be taken in the entire value chain. Animals should under no circumstances suffer because of the process by obtaining products from animals.</p> |
| <p>Environmental and Climate Action</p> | <p>We expect that all parties in the value chain are willing to commit to environmental sustainability and climate action, ensuring that our operations, decision-making, and community engagement align with best practices for reducing environmental impact and promoting sustainability.</p> <p>A. This includes minimum requirements related to impact areas such as environmental management system, climate action, energy use, water use, loss of biodiversity, chemical management, waste management, wastewater management, deforestation and prevention of pollution to air, water, and soil.</p> <p>B. Manufacturing of goods shall comply with national environmental legislation, or with international standards where national legislation is weak or poorly enforced, ensure that production and transport will not conflict with national legislation or international provisions</p> <p>C. Have all necessary environmental permits, approvals, and registrations for the business activities obtained, maintained, and kept updated, and comply with operational and reporting requirements stated in such documents.</p> <p>D. Ensure that the use of chemicals, insecticides/pesticides, and other material that constitutes a hazard to humans or the environment are identified, evaluated, labelled, and handled with care to ensure safe handling, relocation, storage, use, recycling, or reuse and removal. The use of such materials shall be kept to a minimum.</p> <p>E. Ensure to implement routines and protocols for environmental due diligence, impact area assessments, performance analysis, follow up & remediation, data quality</p> |

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| | management, improvement initiative, progress tracking & communication, supplier engagement, training, and capacity building. |
| Corruption, gifts and invitations | <p>We are committed to maintaining the highest standards of integrity, transparency, and ethical conduct in all our operations. Corruption, bribery, fraud, and any form of unethical business practices are strictly prohibited. Employees, contractors, and business partners must not offer, give, solicit, or accept any form of bribe or improper advantage, whether directly or indirectly. Any suspected violations must be reported immediately, and appropriate action will be taken.</p> <p>Gifts and invitations may affect an individual's ability to make fully unbiased decisions in relations with suppliers or subcontractors. No one are allowed to accept any gifts from suppliers, subcontractors and/or business partners. This includes, but not limited to money, goods, services, entertainment, travel or any other type of presents.</p> |
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Adherence and confirmation

Brynild's suppliers shall be aware of and understand the requirements set in this code of conduct. By signing this document, the supplier recognizes the principles and requirements of Brynild's code of conduct.

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Company name

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Signature

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Name in clear text

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Date and place

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Title