

# CODE OF CONDUCT FOR SUPPLIERS

Nord Steel, UAB is a Lithuanian company specializing in steel structures prefabrication and installation in leading heavy industry projects worldwide. Our highly skilled team members and years of experience specializing in steel production have made us a reliable and trustworthy business partner.

Code of Conduct for Suppliers thus sets forth the minimum requirements for all suppliers to conduct business with Nord Steel, UAB. It shall form part of all contracts entered into between Nord Steel, UAB and its suppliers.

## 1. PURPOSES

Nord Steel, UAB stands for and is committed to integrity, high standards and right conduct. We believe that acting responsibly is a fundamental basis in the way we do business and for creating long-term value. This entails being a responsible company, having high integrity in our business relationships and acting with care for the societies and environments in which we operate.

Corporate sustainability starts with a company's value system and a principle approach to doing business. Seeking to develop a collective awareness and universal principles in terms of common action marked by integrity and responsibility. This Code of Conduct for Suppliers provides guidance and support to suppliers, subcontractors, partners of Nord Steel, UAB and other third parties who have a contractual obligation to comply with the code for making decisions and carrying out their work based on responsible ethical, social and environmental practice.

In order to identify and address potential breaches of our Code of Conduct for Suppliers, Nord Steel, UAB performs suppliers' systematic risk-based due diligence, which includes screening of suppliers, supplier self-assessments and audits. If breaches are identified, the supplier and Nord Steel, UAB will collaborate and agree on an action plan of appropriate improvement measures. These shall mitigate and remedy the adverse impacts caused by the breaches and enable the supplier to identify and prevent similar occurrences in the future. We require our suppliers to engage actively and without reservation in these activities. We are aware that improving ethical, social and environmental performance requires time and resources.

However, if a supplier by intention or repeated negligence fails to live up to this Code of Conduct for Suppliers in a manner that is explicit and severe, or if the supplier demonstrates a continual refusal to engage in due diligence activities or a lack of commitment to make progress on issues identified, Nord Steel, UAB reserves the right to pursue a termination of the business relationship.

We request the supplier to communicate this Code of Conduct for Suppliers to those of its employees concerned with our business. In addition, the supplier must request the same or equivalent compliance standards from the suppliers and business partners he uses or intends using to deliver supplies or services to us.

## **2. GENERAL EXPECTATIONS**

Keeping up with the requirements of integrity, high standards and right conduct, companies are not only upholding their basic responsibilities to people and planet, but also setting the stage for long-term success. We expect that our suppliers share this fundamental principle. Therefore we seek to prevent or mitigate any adverse impacts related to our operations, products or services, even if these impacts have been carried out by suppliers or business partners.

It is essential for the supplier to periodically evaluate any and all risks for environment and employees and other related persons. We expect for suppliers' continuous performance improvement in human rights, labor rights, environment and anti-corruption. Furthermore our suppliers shall comply with all applicable international and national laws, rules and regulations. The supplier shall adhere to national regulation while seeking to honor the international rights and principles reflected in the following chapter.

## **3. SPECIFIC EXPECTATIONS**

### **3.1. Business integrity**

The supplier shall conduct business in compliance with legal requirements and to adhere to internationally agreed standards of business ethics. It must be ensured that suppliers do not discuss topics that could violate or appear to violate, competition laws by price-fixing; terms of sale; bid-rigging; division of markets, territories or customers; tying and bundling products; using deceptive trade practices; or abusing a dominant market position.

The supplier shall not engage in any form of corrupt practices, including extortion, fraud or bribery whether direct or indirect. In addition to the requirements of applicable law, we expect the supplier to introduce anti-corruption policies within their organizations and their business operations and to report any case of corruption to the local authorities.

### **3.2. Human rights including labor rights**

We expect suppliers to respect and support human rights. Respecting human rights means a business should use due diligence to avoid infringing human rights ("do no harm") and should address adverse human rights impacts with which they are involved. In addition, beyond respecting human rights, businesses are encouraged to take action to support human rights. This means seeing the opportunity to take voluntary action to make a positive contribution towards the protection and fulfillment of human rights. The following highlights selected examples of concrete minimum expectations of supplier performance.

### **3.2.1. Prevention of child labor**

We expect that the supplier ensures that no person shall be employed at an age younger than 14. The supplier should protect young workers of legal working age, up to the age of 18, from any type of work which is likely to harm the health, safety or morals of the child as a consequence of its nature or the circumstances under which it is carried out. If a child is found working, the supplier must act in the best interest of the child and any measures taken should aim at improving the child's situation.

### **3.2.2. Nondiscrimination**

We expect that the supplier's employees are selected on the basis of their ability to perform the job and that there is no distinction, exclusion or preference made on other grounds. Discrimination may not occur in access to employment, to particular occupations, promotions and to training and vocational guidance or with respect to the terms and conditions of the employment (recruitment, remuneration, hours of work and rest/paid holidays, maternity protection, job assignments, performance assessment and promotion, training and opportunities, job prospects, social security, occupational safety and health, etc.).

### **3.2.3. Freedom of association and the right to collective bargaining**

We expect that the supplier does not prevent employees and other workers from associating freely and voluntarily establishing and joining groups for the promotion and defence of their occupational interests.

Suppliers shall respect the right of all workers to form and join a trade union of their choice without fear of intimidation or reprisal, in accordance with national law.

### **3.2.4. Health and safety**

We expect the supplier to ensure that the workplace is safe and contains no health hazards, establish appropriate organizational structures and procedures for the effective management of health and safety risks and train employees on these procedures. Suitable procedures and plans shall be developed and published. The supplier shall take appropriate precautionary measures to protect employees from work related hazards and anticipated dangers in the workplace. The supplier shall comply with all applicable local laws and regulations to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.

### **3.2.5. Remuneration**

We expect the supplier to comply with all wage and benefit laws and regulations, including those pertaining to minimum wages, overtime wages, sick leave, piece rates and other elements of compensation. The supplier shall also comply with lawful collective agreements on wages and benefits.

### **3.2.6. Working hours**

The Supplier shall comply with the relevant legal regulations for health and safety in the workplace and to support the further development and improvement of working conditions. Working hours correspond at least to the respective national legal standards or the minimum standards of the respective national economic sectors.

### **3.3. Environment**

The Supplier shall meet all relevant local and national environmental regulations and maintain all applicable licenses, registrations or permits. Supplier should support a precautionary approach to environmental challenges. Furthermore, we expect the supplier to ensure that activities within their own operations do not cause harm to the environment and to maintain cost-effective measures to prevent environmental degradation or, in case it is not possible, to minimize adverse impacts on the environment, human health and livelihoods, including through the establishment of control mechanisms for the prevention of pollution from hazardous substances, waste and effluents and air emissions.

We expect the supplier to promote the sustainable and efficient use of natural resources and land and to protect biodiversity.

An environmental management system (e.g. ISO 14001 or equivalent) is required at supplier's worksites to make sure that measures are implemented to protect the environment and to be compliant in all processes.

### **3.4. Protection of data, business secrets, and company assets**

Confidential data, business secrets and company assets have to be protected. The supplier shall observe all laws in force to protect the personal data of employees, customers, suppliers and other parties concerned.

Suppliers shall respect the *know-how*, patents, trade and business secrets of Nord Steel, UAB and third parties and do not pass such information on to third parties without the prior written consent of Nord Steel, UAB.