

# SUPPLIER CODE OF CONDUCT

Sarlin Oy Ab (hereinafter "Sarlin" or "Company") is committed to high ethical standards and encourage a culture of sustainability amongst its suppliers, distributors and representatives.

In this Code, "Supplier" means any individual or legal entity which provides Sarlin with products, components, materials or services. The definition of "Supplier" also includes Supplier's own 1st tier suppliers, contractors and other business partners participating in the delivery of products, components, materials or services to Sarlin. The Supplier will ensure that its own supplier(s) comply with this Code and obtain confirmation of compliance from sub-suppliers if requested.

This Supplier Code of Conduct ("Code") outlines the minimum expectations regarding ethical principles and business practices for all Sarlin's suppliers.

## 1. COMPLIANCE WITH LAWS AND REGULATIONS

The Supplier will abide by all applicable international and national laws, directives and regulations. In addition to complying with all applicable legal and regulatory requirements, suppliers are expected to act in accordance with the highest business ethics standards.

## 2. RESPECT FOR HUMAN RIGHTS AND LABOR CONDITIONS

The Supplier will respect internationally recognized human rights and ensure fair labor conditions. The Supplier will refrain from any harassment and discrimination which is based on race, color, age, gender, sexual orientation, ethnic origin, disability, pregnancy, religion, political affiliation, union membership or marital status in all employment practices, and will respect the employees' freedom of association and collective bargaining.

The Supplier will not use forced or child labor of any kind. The term "child" refers here to persons who are below the minimum legal age for employment as set out in the ILO Convention No. 138 on minimum age, i.e. the age of completion of compulsory schooling, or below 15 years. Children shall not be employed in any hazardous work or work conflicting with the personal development of the child. A child is a person under 18 years of age in accordance with Article 1 of the United Nations Convention of the Rights of the Child. The Supplier will also comply with the applicable laws and regulations regarding maximum working hours, minimum wage and other elements of compensation.

## 3. ENDORSEMENT OF OCCUPATIONAL HEALTH AND SAFETY STANDARDS

The Supplier will provide its employees a healthy and safe place to work ensuring, at a minimum, that adequate procedures are established for preventing and managing emergencies and occupational hazards, and that employees have reasonable access to potable water, sanitary facilities, adequate ventilation, and lighting.

Suppliers must have an adequate, risk-based health and safety program, including, for example, a health and safety policy, relevant instructions and training that is understandable to all employees.

#### 4. ACCURACY OF INFORMATION AND PRIVACY

Suppliers agree to safeguard the security of Sarlin's information and confidentiality of confidential information, and to handle personal and other data appropriately, in accordance with applicable laws and regulations and Sarlin's guidelines. Suppliers shall issue accurate and relevant financial and other information about their business operations, conduct responsible marketing, and compete fairly and ethically in all other respects.

#### 5. COMMITMENT TO ENVIRONMENTAL RESPONSIBILITY

The Supplier is committed to environmental protection and will endorse efforts to monitor and minimize waste, emissions, and the use of finite resources (including energy, water and raw materials). Furthermore, the Supplier will adhere to applicable laws, regulations and Sarlin requirements regarding prohibition or restriction of specific substances.

#### 6. COMMITMENT TO MANAGEMENT

The Supplier will maintain management system(s) to ensure sufficient identification and mitigation of business risks, and to ensure compliance with applicable laws, regulations and Sarlin's requirements regarding this Code, the Supplier's operations and products. The Supplier will also strive to continuously improve the ethical performance specified in this Code and the competence to provide Sarlin reliable, innovative and cost-effective products and services.

#### 7. CONFLICT MINERALS

If parts or products supplied to Sarlin by the Supplier contain tin, tantalum, tungsten or gold, the Supplier must ensure responsible sourcing of these materials by implementing a Conflict Minerals policy that prohibits the purchase and use of minerals financing conflicts.

#### 8. ANTI-CORRUPTION AND COMPETITION LAW AND ANTI-MONEY LAUNDERING

The Supplier will comply with local laws and international anti-corruption conventions and will not engage in, or cause Sarlin to engage in, any form of corrupt practices. The Supplier will not make any illegal contribution, directly or indirectly, to any third parties or public officials. The Supplier will establish processes to prevent corruption, for example, by implementing an anti-corruption policy and by providing relevant training to their staff. The Supplier will avoid all direct potential conflict of interest while engaged with Sarlin and be aware that no Sarlin employee may offer or provide, directly or indirectly, any undue advantage to the Supplier in exchange for personal gain of any kind. The Supplier shall be aware that Sarlin will not accept any benefit intended for a Sarlin employee to facilitate the supplier's business with Sarlin.

The Supplier will respect and comply with applicable competition laws and regulations, and establish systems to prevent competition law infringements, such as price fixing, market sharing or bid rigging, for example, by implementing a competition law policy and by providing adequate competition law compliance training to their staff.

Suppliers will implement protective measures and refrain from any activities which may be considered part of the money laundering process. Suppliers will comply with all applicable laws and regulations regarding export control and export restrictions, as well as economic sanctions imposed by the EU, US, UK or UN.

## 9. ROHS

The supplier is responsible to ensure that use of RoHS 2 forbidden substances over the restricted value are not present in the parts they are supplying, even if the supplied item is not classified as an electronic component. The product Sarlin uses the component in may be classified as an electronic product and must therefore comply with RoHS. If a part includes substances over the restricted value, the part will be stopped for use immediately. If there is any doubt about the reliability in the information, Sarlin can request an analysis of the material.

## 10. REACH

The supplier warrants that where it sells, supplies or transfers products in Europe, and Regulation (EC) No. 1907/2006 of the European Parliament concerning the registration, evaluation, authorization and restriction of chemicals ("REACH") applies, it has complied with REACH and that each chemical substance constituting or contained in or used in the manufacture of Products sold, supplied or transferred to Sarlin and is, where required, registered; registered for the Sarlin's particular use; supplied with a safety data sheet compliant with REACH; is not restricted under Annex XVII of REACH; and if it appears on Annex XIV of REACH is authorized for Sarlin's use.

The Supplier is always required to inform Sarlin immediately, if or when it comes to its knowledge that any SVHC is present in its products to Sarlin. SVHC list here: <http://echa.europa.eu/en/candidate-list-table>. The Supplier will review the list regularly to make sure if any of the chemicals used are listed in the candidate list. Substances listed in the candidate list shall be reported with weight percentage for each component article to the European Chemicals Agency (ECHA) SCIP database.

## 11. CBAM

The Supplier is required to comply with all applicable regulations under the European Union's Carbon Border Adjustment Mechanism (CBAM). This includes accurately calculating and reporting carbon emissions for products exported to the EU and acquiring CBAM certificates as required. The Supplier must ensure that all relevant documentation related to carbon emissions is transparent, verifiable, and provided to demonstrate compliance.

## 12. MONITORING OF COMPLIANCE

The Supplier will monitor the compliance with this Code, and immediately provide Sarlin with information on any activities, which might violate the compliance. The Supplier will also provide Sarlin with documentation regarding any of the elements listed in this Code on request and allow Sarlin or person(s) authorized by Sarlin to perform compliance monitoring, including on-site audits at a mutually agreed date and time.

## 13. EVENT OF VIOLATION

In the event of violation, the Supplier must present Sarlin with a corrective action plan, which must be implemented and documented within a specific time frame. The Supplier will acknowledge that Sarlin may discontinue its relationship with suppliers who fail to comply with this Code.

We take seriously all illegal, unethical and other activities contrary to our guidelines and encourage them to be brought to our attention whenever there is a justified suspicion. If the Supplier is unable to discuss the matter with Sarlin's procurement organization, notifications can be sent via the anonymous notification channel: <https://app.easywhistle.com/report/sarlin/about>. Through the EasyWhistle reporting channel, anyone from the organization's employees, stakeholders or external persons of the organization can report suspected serious misconduct confidentially.

**SIGNATURE**

By signing this Code, the Supplier agrees to take appropriate measures to implement and comply with the principles listed above.

Date and Place: \_\_\_\_\_

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_