

Ethical guidelines for suppliers

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Rev.	Description	Date	Worked out by	Controlled by	Applied by
1	New guidelines	11.10.11	S.O.Steinbakken	T.Jansen	T. Isaksen

1. Relationship with national laws and regulations

Brødr. Berntsen's suppliers are to comply with Brødr. Berntsen's ethical guidelines for suppliers, internationally recognised conventions and relevant national legislation. Deliveries to Brødr. Berntsen shall comply the requirements stipulated below.

The requirements stipulate minimum standards. In cases where internationally recognised conventions and national laws and regulations deal with the same subject, the highest standard shall always apply provided this is in accordance with the prevailing country's legislation.

2. The environment and climate

The supplier shall comply with relevant national and international environmental standards. The supplier is to apply a "precautionary principle" to pollution, environmental risks and other environmental and climate challenges. In addition, the supplier should promote a responsible environmental policy and contribute to the development and use of environmentally friendly technology, including minimising its emissions and increasing its focus on the environment and climate.

3. Human rights

The supplier shall respect internationally recognised human rights and avoid being involved in breaches of these. The supplier is to respect the dignity, protection of privacy and personal rights of all people.

4. Work standards

4.1. The freedom to organise and to have collective bargaining

The supplier is to ensure and acknowledge the employees' freedom to organise and shall make conditions suitable for collective bargaining if a significant share of the employees agrees on this. The supplier shall not discriminate against employee representatives or members of trade unions, and is to make conditions suitable so that these people can carry out their functions in the workplace.

In those cases where the freedom to organise and collective bargaining are restricted by national legislation, the supplier is to allow employees to freely choose their own representatives in accordance with the legislation.

4.2. Forced labour

The supplier shall not use any kind of force in connection with hiring employees or in an employment relationship. The supplier shall ensure that the employment relationship between the employee and supplier is voluntary and not based on threats of any kind.

The supplier shall ensure that all employees are free to terminate the employment relationship after giving the supplier notice of this in a reasonable manner. Employees are not to be required to deposit money, identity papers or suchlike in order to be hired or maintain an employment relationship.

4.3. Child labour

The supplier shall be particularly careful about following up child labour. Children under the age of 18 years shall not carry out work which puts their health or safety in danger, including night work. Children under the age of 15 years or who are of compulsory school age shall not carry out work which may be harmful to their education. The recruitment of new child labour in contravention of the above descriptions is unacceptable.

If the supplier already uses such child labour, efforts are to be made to phase this out quickly. At the same time, conditions are to be made suitable so that the child has an opportunity to make a living and have an education until he/she is no longer 15 years old or of compulsory school age.

4.4. Discrimination

The supplier shall prohibit direct and indirect discrimination based on ethnicity, religion, age, disability, gender, marital status, sexual orientation, trade union membership or political views, and shall promote gender equality in employment relationships.

The supplier shall prohibit and refuse to tolerate all forms of sexually harassing, threatening, insulting or exploitive conduct and avoid discrimination or dismissals on unreasonable grounds.

4.5. Working conditions

The supplier is to provide remuneration that meets all national legal minimum pay standards. The pay must be agreed on in writing and transferred to the employees on the agreed date. The supplier shall ensure that the working hours are not disproportionately long and are at a minimum within frameworks stipulated in relevant national laws. The supplier shall respect the individual employee's need for rest and ensure that all employees are entitled to satisfactory holiday with pay.

The labour law and labour legislation at the location where the production work takes place shall be complied with. The supplier shall ensure that mandatory working hours provisions are complied with and that all employees receive written employment contracts which describe the employment relationship in a language that the employee understands.

4.6. Health, safety and the working environment

The supplier shall ensure that all employees have a healthy and safe working environment in accordance with internationally recognised standards and national legislation. The supplier shall check the occupational risk and establish measures to prevent accidents and occupational diseases, including taking out all mandatory insurances. If required, employees are to be equipped with appropriate personal safety equipment and trained in the use of this equipment. The supplier shall offer regular training to ensure that the employees have satisfactory expertise in health and safety issues.

When the employees are offered lodgings, the supplier shall ensure that these are clean, safe and meet the basic needs of the employee and, if relevant, the employee's family.

5. Illegal business methods

5.1. Corruption and other illegal business methods

The supplier shall comply with laws and regulations relating to bribery, corruption, fraud and all other kinds of illegal business activities. The supplier shall not offer, promise or give any kind of improper advantage, service or incentives to civil servants, international organisations or other third parties with the aim of obtaining personal or business

advantages. This applies irrespective of whether this advantage is offered directly or indirectly through an intermediary.

5.2. Gifts and gestures of politeness

The supplier shall not, either directly or indirectly, offer gifts to Brødr. Berntsen's employees, representatives of Brødr. Berntsen or anyone closely related to these unless the gift is of modest value. No monetary gifts are to be given. Gestures of politeness, such as social events, meals or entertainment may be offered if there is a business aspect involved and the cost is kept to a modest level.

The costs of travel and accommodation for Brødr. Berntsen's representatives are to be paid by Brødr. Berntsen.

5.3. Money laundering

The supplier is to refuse to take part in any kind of money laundering activity and shall establish measures to prevent the company's financial transactions from being used for money laundering purposes.

5.4. Competition

The supplier shall not cause or be part of any contravention of competition legislation, such as an illegal collaboration on prices, illegal market collaboration or any other kind of conduct that leads to a contravention of the competition legislation.

6. The relationship with subcontractors

If a supplier uses subcontractors, the supplier is obliged to apply these ethical guidelines to its subcontractors and contribute to the subcontractors complying with them.

The supplier shall document how this is done if asked by Brødr. Berntsen.

7. Follow-up

The supplier is obliged to comply with the requirements stated in this document in its own operations and to contribute to compliance with the requirements by the subcontractor(s) that are instrumental in the performance of this contract. Brødr. Berntsen may demand that this work is to be documented within a reasonable time in the following ways:

- a) A self-declaration from the supplier and/or
- b) Follow-up talks with the principal and/or
- c) Its own or an independent third party's inspection of the working conditions at the production site.

The principal also reserves the right to carry out notified or unannounced inspections at the supplier's and/or subcontractor's production sites during the contract period.

If an inspection is carried out, the supplier undertakes to state the name of and contact information for subcontractors. The contact information is to be treated as confidential.

The supplier may itself choose to document compliance with the requirements through adequate certification of its operations.

8. Sanctions

Any breach of the provisions stated in this document is a breach of contract.

In the case of a breach of contract, the supplier undertakes to rectify the defects pointed out and/or to order subcontractors to carry out such rectification work by a deadline stipulated by Brødr. Berntsen. The deadline must be reasonable compared to the nature of the breach. The rectifications are to be documented in writing and in the manner determined by Brødr. Berntsen. If rectification is not completed by the stipulated deadline, Brødr. Berntsen may, in the case of a serious breach, order the work to be stopped.

If rectification is not completed by the deadline, Brødr. Berntsen may impose a daily penalty unless the supplier proves that it cannot be blamed for the breach of contract. The daily penalty is to be 0.1% of the contract sum unless otherwise especially agreed on in the individual contract. The daily penalties shall in total not exceed 10% of the contract sum.

On the same conditions, the principal may also demand compensation for the economic loss it has suffered as a result of the breach of contract. In the case of any material breach of the provisions stipulated in this document, the principal may terminate the contract.

When assessing whether the requirement that the breach must be material has been met, both Brødr. Berntsen's economic loss and Brødr. Berntsen's loss of reputation, or risk of such a loss of reputation, are to be taken into consideration.

Repeated breaches of ethical guidelines or a failure to follow up in accordance with clause 7 above, after Brødr. Berntsen has pointed this out, are always to be regarded as a material breach of contract.

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Vendor Declaration

We hereby declare the following:

- 1. We have received a copy of the ethics of Brødr. Berntsen AS and hereby pledge to correct us according to the principles and requirements of these, in addition to our obligations set forth in the contract with Brødr Berntsen AS. The ethics and this statement shall be attached to the contract and will then be part of the agreement.*
- 2. We shall on request give Brødr Berntsen AS a written own evaluation, as required by Brødr Berntsen AS, within a reasonable time after such a request.*
- 3. We agree that Brødr Berntsen AS, or a third party designated by Brødr Berntsen AS, may make inadvertent inspections (supervision) in our premises to verify our compliance with the ethical guidelines.*
- 4. We affirm that we want to forward the contents of the ethics of our suppliers and convince them to abide by the principles and requirements of the ethics code.*
- 5. We agree that this statement is subject to the laws specified in the agreement/contract entered into between Brødr Berntsen AS and us, and if such appointment has not yet been signed, subject to applicable legislation in Norway without reference to any conflict of laws rules.*

Name of vendor

Place, date

Signature

Name and job title in capital letters