

Mestas Code of conduct for purchasing

1. Purpose

Mesta recognises its social responsibility and have made a commitment to working actively to ensure that both Mesta and our suppliers respect a fundamental Code of Conduct with regards to human rights, employee rights and the environment in our own business activities and those of our suppliers.

As a means of clarifying what we expect from our suppliers, Mesta has written a Code of Conduct for Purchasing. The Code of Conduct applies to Mesta's suppliers in cases where there is an agreement for the purchase of goods and services. Should the supplier employ sub-contractors in connection with such an agreement, the supplier is bound to communicate the requirements of the code and contribute to the subcontractors' compliance with these.

2. Scope and contractual basis

These guidelines form part of the agreement between Mesta and the supplier. Violation of the guidelines may be considered a breach of contract and may result in requirements for improvement, specific risk-reducing measures, suspension or termination of the agreement, cf. clause 8. The guidelines apply throughout the supply chain and include the company's own operations, parent companies where this is relevant to the delivery, subcontractors, contractors, staffing agencies and other business partners used to fulfill the agreement.

3. Basic principles

3.1. International standards

The Guidelines are based on internationally recognized principles, including UN human rights, ILO core conventions and OECD guidelines for responsible business. Where national legislation and these Guidelines regulate the same topic, the highest standard shall be applied within the framework of applicable law.

3.2. Risk-based and process-oriented improvement

Mesta expects the supplier to work systematically, risk-based and with continuous improvement. Any deviations shall, as a general rule, be handled through documented corrective measures within a reasonable time. In the event of serious or repeated deviations, Mesta may implement stronger reactions, cf. point 8.

3.3 Zero tolerance for serious violations

Mesta has zero tolerance for corruption, forced labor, human trafficking, the worst forms of child labor, serious violations of health, environment and safety, deliberate circumvention of sanctions regulations and other gross or systematic violations of these guidelines

4. Requirements for the supplier Ethical guidelines for purchasing

4.1 Human rights and decent working conditions

4.1.1 There shall be no forced labor, slave labor, human trafficking, or other involuntary labor. Workers shall not be required to provide deposits, identity documents, or other valuables as a condition of employment.

4.1.2 Employees shall be free to terminate their employment with reasonable notice and without undue financial or practical obstacles.

4.1.3 Workers shall have the right to organize, elect representatives and bargain collectively. If such rights are limited by law, the supplier shall facilitate alternative and legal mechanisms for employee participation.

4.1.4 There shall be no discrimination or harassment in hiring, salary determination, promotion, termination or other employment relationships. This includes discrimination based on gender, pregnancy, leave, age, disability, religion, beliefs, ethnicity, national origin, sexual orientation, gender identity, union membership or political views.

4.1.5 Physical punishment, psychological pressure, threats, sexual abuse, undue control, humiliating treatment or other brutal treatment is prohibited.

4.1.6 Children under the age of 18 shall not perform work that endangers their health or safety, including night work. Child labor in violation of applicable ILO conventions and national legislation is prohibited. If illegal child labor is discovered, the supplier must implement appropriate and documented measures that safeguard the child's best interests.

4.1.7 Wages, benefits and working hours shall at least comply with applicable legislation, generalised requirements, collective agreements where these apply, or relevant industry standards. Workers shall receive written and understandable information about wages and working conditions before work commences.

4.1.8 Salaries and other remuneration to own employees, employees of subcontractors and hired workers working under the agreement with Mesta shall be paid into a bank account unless otherwise provided by mandatory legislation.

4.1.9 The supplier shall not circumvent obligations towards employees through the improper use of hiring, false independence, short-term engagements, casual work, subcontracting or other forms of contract.

4.1.10 All employees must have a written employment contract in a language they understand.

4.2 Health, environment and safety

4.2.1 The supplier must ensure a fully safe working environment and have systematic routines to prevent accidents, personal injuries and health damage.

4.2.2 Employees shall receive documented and regular training in health, safety and the environment adapted to the risks involved in the work. New employees and hired workers shall receive the necessary training before work begins.

4.2.3 Workers shall have access to necessary protective measures, clean sanitary facilities, clean drinking water and, where relevant, adequate living conditions.

4.2.4 The supplier shall immediately notify Mesta of serious HSE incidents, deaths, serious personal injuries, orders from authorities or other circumstances that may significantly affect the delivery or Mesta's reputation.

4.3 Climate, environment and nature

4.3.1 The supplier shall comply with applicable environmental legislation and have procedures to prevent pollution, reduce waste, promote reuse and material recycling, and handle chemicals and hazardous waste in a responsible manner.

4.3.2 The supplier shall work purposefully to reduce negative climate and environmental impacts throughout the value chain. Where relevant to the delivery, the supplier shall be able to document climate data, emissions, environmental properties or other sustainability data that Mesta reasonably requests.

4.3.3 The supplier shall seek to avoid significant negative impacts on biodiversity, ecosystems and local communities, including when extracting raw materials, transporting, storing and performing work.

4.3.4 Relevant permits and approvals must be available where required, and the supplier must be able to document this upon request.

4.4 Business ethics and anti-corruption

4.4.1 The supplier shall comply with applicable anti-corruption regulations and have zero tolerance for bribery, improper benefits, embezzlement, fraud, money laundering and other economic crimes.

4.4.2 The supplier shall not offer, promise, give, request or receive gifts, travel, entertainment or other benefits that may influence, or appear to be capable of influencing, business decisions in an improper manner.

4.4.3 The supplier shall identify and manage conflicts of interest, including personal, financial or family relationships that may affect delivery or trust in the supplier's integrity.

4.4.4 The supplier must have satisfactory accounting and control routines that reduce the risk of corruption and financial irregularities.

4.5 Sanctions, export controls and responsible supply chains

4.5.1 The supplier shall comply with applicable sanctions regulations, export control regulations and other trade restrictions relevant to the delivery.

4.5.2 Upon request, the supplier must be able to provide an account of ownership, production location, origin, subcontractors and other matters necessary for Mesta to assess sanction risk, delivery risk and responsible business practices

4.5.3 The supplier shall notify Mesta without undue delay if the supplier, a subcontractor or a delivery is subject to sanctions, export restrictions or other circumstances that may make the delivery illegal or significantly risky.

4.6 Privacy and information security

4.6.1 If the delivery involves the processing of personal data or access to Mesta's information systems, the supplier must comply with applicable data protection regulations and have a reasonable level of information security.

4.6.2 The supplier shall have measures in place to protect the confidentiality, integrity and availability of information processed on behalf of or shared with Mesta.

4.6.3 Security breaches, privacy breaches or other serious incidents that may affect Mesta must be reported to Mesta without undue delay.

4.7 Whistleblowing and protection against retaliation

4.7.1 The supplier must have procedures that enable employees and other affected parties to report objectionable matters in a responsible manner.

4.7.2 Whistleblowers and others who participate in investigations shall be protected from reprisals.

5. Requirements for management systems and due diligence assessments

5.1 The supplier must have a management system or equivalent management routines that are adapted to the size, nature and risk profile of the business, and that support compliance with these guidelines.

5.2 The supplier shall designate a responsible function or person for following up on the guidelines and ensure that the requirements are known in relevant parts of the organization.

5.3 The supplier shall conduct risk-based due diligence assessments related to human rights, decent working conditions, the environment, climate, business ethics and other matters covered by these guidelines. The work shall be adapted to the risk profile of the business and shall include its own operations, the supply chain and other business relationships where relevant.

5.4 The supplier shall implement measures to stop, prevent or reduce negative impacts and shall be able to document assessments, priorities and measures upon request from Mesta.

5.5 The supplier shall provide information that Mesta reasonably needs to fulfill its own statutory obligations, including reports, transparency requirements, audits, customer requirements and regulatory requirements.

5.6 Where the supplier uses subcontractors or relocates production, Mesta must be informed if this may affect risk, traceability, quality, safety or compliance with the guidelines. Where Mesta requires it, the change must be approved in advance.

6. Follow-up, documentation and audit

6.1 Mesta may follow up the supplier through self-declarations, document checks, meetings, spot checks, third party verification, audits and inspections at the production site or other relevant location, with or without notice, within the framework of the agreement and applicable law.

6.2 The supplier shall, without undue delay, provide documentation that Mesta reasonably requests to assess compliance with these guidelines.

6.3 The supplier shall ensure necessary access to relevant information about subcontractors when this is necessary for Mesta's follow-up, provided that confidential information is handled responsibly.

6.4 If deviations are discovered, Mesta may require a root cause analysis, an action plan with deadlines, documentation of implementation and a new inspection to verify improvement.

7. Duty to notify of deviations and incidents

The supplier shall notify Mesta without undue delay if circumstances arise or are discovered that involve, or may reasonably involve, a violation of these guidelines, serious violations of the law, government orders of significant importance, risk of sanctions, serious HSE incidents, suspicion of corruption, privacy violations or other circumstances that may affect the delivery, Mesta's reputation or Mesta's statutory obligations.

8. Policy violations and responses

8.1 In the event of deviations from these guidelines, the supplier must, as a general rule, prepare and implement an improvement plan within a deadline set by Mesta.

8.2 In the event of significant, repeated or uncorrected violations, Mesta may demand special measures, stop new calls for service, withhold payment where the agreement provides grounds for this, suspend all or part of the delivery or terminate the agreement.

8.3 Mesta may terminate the agreement with immediate effect in the event of serious or systematic violations, including corruption, forced labor, human trafficking, the worst forms of child labor, deliberate circumvention of sanctions regulations or other serious circumstances that result in significant breach or unacceptable risk.

8.4 If negative impacts have occurred, Mesta expects the supplier to contribute to restoration, remediation or other appropriate measures where relevant and proportionate.

8.5 These reactions apply in addition to the Client's rights under the contract and the standard terms.

9. Entry into force and revision

These ethical guidelines are effective from the date of adoption and replace previous versions. The guidelines shall be reviewed regularly and updated as necessary as a result of changes in legislation, changed risk situations, significant changes in Mesta's supply chains or other relevant circumstances.

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