

SUPPLIER CODE OF CONDUCT

ALLIGO AB. VERSION 2.0 2024



ALLiGO

Supplier Code of Conduct

1. Introduction

Alligo AB (hereafter referred to as Alligo" or "we") is a leading Nordic specialist in tools, consumables, workwear, and protective equipment. Through our brands TOOLS and Swedol, and subsidiaries, we help professionals get what they need to make their business work.

Alligo has company policies, an internal Code of Conduct, and this Supplier Code of Conduct (hereafter referred to as the "Supplier Code"). This includes identifying, preventing, mitigating, and accounting for negative impacts on environmental and human rights in our own operations and through-out our supply chain. The Supplier Code has been adopted by the Management of Alligo and is reviewed annually.

Our Supplier Code applies to all suppliers, including but not limited to, agents, intermediaries, manufacturers, subcontractors, service providers, subcontractors (hereafter referred to as "suppliers"). Alligo's suppliers must adhere to the principles and requirements set forth in this Supplier Code. Suppliers are responsible for ensuring that the content of the Supplier Code is cascaded to their suppliers, including but not limited to, agents, intermediaries, manufacturers, service providers, subsidiaries, affiliates, and subcontractors.

2. International framework

Alligo support UN Global Compact's ten principles on human rights, labour, environment, and anti-corruption and engage with suppliers that are committed to these same principles.

In addition to the UN Global Compact, Alligo supports the UN Universal Declaration of Human Rights, the International Labour Organization's Declaration on Fundamental Principles and Rights at Work and 8 Core Conventions, the United Nations Convention on the Rights of the Child, article 32, the Rio Declaration on Environment and Development, and the United Nations Convention against Corruption.

We are committed to adhering to these principles as well as the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights, and expect the same from our suppliers. Alligo is a member of the sustainable trade initiative amfori BSCI. This means we share the amfori's Code of Conduct and use their system as a part of our follow-up scheme and conduct independent audits.

3. Implementation of Management System

Suppliers must act with due diligence and develop the necessary management systems, policies, and processes to a reasonable extent as well as effectively prevent and address any adverse impacts on human rights and the environment that may be detected in the supply chain. We expect our suppliers to adopt a management system to drive continuous improvement and ensure compliance with applicable laws and the content of this Supplier Code.

Suppliers must establish their own, or participate in an external, effective operational-level grievance mechanisms for individuals and communities who may be adversely impacted by their business' activities.

Suppliers must establish management practices that involve workers and their representatives in information exchange on workplace issues. Specific steps must be taken to make workers aware of their rights and responsibilities. In addition, suppliers are expected to maintain appropriate training programs for employers, managers, workers, and workers representatives in order to implement the principle of this document and to comply with applicable legal requirements.

Suppliers must be aware that any inconsistency with the Supplier Code may be considered a material breach of any purchase agreement between the parties, and therefore may be the cause of claim for damages. Terminating a business relationship or an individual contract with a business partner because of failure to implement the content of the Alligo's Supplier Code is considered a last resort. However, it may be necessary if the supplier fails to act in a manner consistent with the principles set out in this Supplier Code and is unwilling to undertake the measures needed.

4. Business Principles and Legal Requirements

Suppliers must comply with national and international laws and regulations as well as industry minimum standards in the country in which they are operating. The requirements set forth in this Supplier Code may not be limited to what is set forward by national law.

Should the provisions of national law and the requirement of this Supplier Code differ, the highest standard must apply. In case of conflict between the provisions of the Supplier Code and any applicable laws or regulations in the countries that a supplier operates in, the supplier must inform us.

4.1 Human Rights and Labour Standards

The Right of Freedom of Association and Collective Bargaining *ILO Conventions No. 87, 98, 135 and 154*

Suppliers must support the establishment of employer-employee dialogue and respect the right of all workers to form and join trade unions, or to refrain from doing so, and bargain collectively. When operating in countries where trade union activity is unlawful or where free and democratic trade union activity is not allowed, the supplier must allow workers to freely elect their own representatives with whom the company can enter into dialogue about workplace issues.

No Form of Modern Slavery

ILO Conventions No. 29 and 105

Suppliers must not engage in any form of servitude, forced, bonded, indentured, trafficked or non- voluntary labour. Suppliers must ensure that workers are not subject to inhumane or degrading treatment, corporal punishment, mental or physical coercion and/or verbal abuse.

Workers must not be required to pay any deposit for their employment, including payment for items such as tools or work clothes, or required to surrender their identity papers to an employer. Workers must be free to terminate their employment after a reasonable period of notice. Workers must have the right to leave the workplace at the end of the working day. Migrant work and employment through intermediaries imply a greater risk

of forced labour and therefore require special attention. Suppliers must act with special care when engaging and recruiting migrant workers, both directly and indirectly. If any form of modern slavery is uncovered related to the supplier's business, effective remedies must be provided for the victim. Compensation must be proportionate to the damages caused to the victim or victims within reasonable timeframe, and in relation to the framework of international principles.

Child Labour and Special Protection of Young Workers

The UN Convention on the Rights of the Child art. 32, ILO Conventions No. 79, 138 and 182, ILO Recommendation No. 146, UNICEF's recommendations on Children's Rights and Business Principles

Suppliers must not directly or indirectly employ children below the minimum age of completion of compulsory schooling as defined by law, no less than 15 years, unless exceptions recognized by the ILO apply. Children under the age of 18 must not engage in labour that is hazardous to their health, safety or work at night.

Suppliers must establish procedures for age-verification as part of the recruitment process, which are not in any way degrading or disrespectful to the employees. Young workers between 15 and 18 have the right to special protection and their work may not impair possibilities of education. Suppliers must establish necessary mechanisms to prevent, identify and mitigate harm to young workers. This is to be done with special attention to the access young workers must have to effective grievance mechanisms and occupational health and safety trainings.

If child labour is found to take place, action must be taken immediately. When removing a child from the workplace, the supplier must act in a proactive manner and take measures to ensure the protection of affected children in line with UNICEF's recommendations. When appropriate, the supplier must pursue the possibility to provide decent work for adult household members of the affected children's family.

Non-discrimination, Diversity and Equality

ILO Conventions No. 100, 111, 143, 169, 183; UN Convention on Discrimination Against Women

Suppliers must not discriminate, exclude, or have a certain preference for persons on the basis of gender, age, religion, race, caste, birth, social background, disability, ethnic and national origin, nationality, membership in unions or any other legitimated organisations, political affiliation or opinions, sexual orientation, family responsibilities, marital status, diseases or any other condition that could give rise to discrimination.

Workers must not be harassed or disciplined on any of the grounds listed above. Measures must be taken 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.

Dismissal of pregnant female workers during parental leave or following their return to work is not acceptable when no legal reason can be proven. Workers taking parental leave must be entitled to return to their employment on the same terms and conditions as they had prior to taking leave.

Fair Compensation

ILO Convention No. 26, 95, 131

Suppliers must respect workers right to receive compensation that is sufficient to provide them with a decent living for themselves and their families, as well as the social benefits legally granted.

Wages must be sufficient to cover the costs of living and provide some disposable income in the region where the work takes place. The level of wages must reflect the skills and education of workers and refer to regular working hours. The supplier must ensure that workers of all genders and categories, such as migrant and local workers, receive the same compensation for equal jobs and qualification.



Overtime must be compensated at a premium rate according to national law, or not less than 1,25 times the regular rate, whichever is higher. Wages are to be paid in a timely manner, regularly, and in a legal currency. It is unacceptable to use wage deductions as a disciplinary measure. Deductions are only permitted under the condition that it is prescribed by law or fixed by collective agreement.

Decent Working Hours ILO Convention

No. 1 and 14; ILO Recommendation No. 116

Suppliers must ensure that workers are not required to work more than 48 regular hours per week, without prejudice to the specific expectations set out hereunder. Applicable national laws, industry benchmark standards, or collective agreements are to be interpreted within the international framework set out by the ILO. In exceptional cases defined by the ILO, the limit of hours of work prescribed above may be exceeded, in which case overtime is permitted. In cases of exceptional workload, the maximum for working hours shall be determined after consultation with the employee organisation or the affected workers.

The use of overtime is meant to be exceptional, voluntary and must not represent a significantly higher likelihood of occupational hazards. Workers must be granted the right to resting breaks in every working day and the right to at least one day off in every seven days, unless exceptions defined by collective agreements apply.

Employment Terms and Conditions

ILO Convention No. C175

Worker's obligations and work must be performed on the basis of a recognised and documented employment relationship, established in compliance with national legislation, custom or practice and international labour standards, whichever provides greater protection. All employees are entitled to their own copy of the employment contract and must be written in a language they understand. Before starting a job, the employer must provide workers with understandable information about their rights, responsibilities, and employment conditions, including but not limited to working hours, remuneration, and terms of payment. Suppliers must take into special consideration workers who have children, especially seasonal and migrant workers with children located distantly, so that these workers can combine work with parenthood.

Suppliers must not use employment arrangements in a way that deliberately does not correspond to the genuine purpose of the law. This includes, but is not limited to, labour-only contracting, apprenticeship schemes where there is no intent to impart skills or provide regular employment, and seasonality or contingency work when used to undermine workers' protection. Furthermore, the use of sub-contracting may not serve to undermine the rights of workers.

Occupational Health and Safety

ILO Convention No. 155, 184; ILO Recommendation No. 164

Suppliers must respect workers right to healthy working conditions, taking into account the existing knowledge of the industry and its related hazards. Suppliers must comply with occupational health and safety regulations, or international standards where domestic legislation is weak or poorly enforced. Vulnerable individuals, including but not limited to, young workers, new and expecting mothers, and persons with disabilities, must receive special protection.

Suppliers must respect the workers' right to exit the premises from imminent danger without seeking permission. Suppliers must ensure that there are systems in place to detect, assess, avoid, and respond to potential threats to the health and safety of workers. Effective measures are taken to prevent workers from having accidents, injuries or illnesses related to the workplace. Suppliers will seek improving workers protection in case of accident including through insurance schemes. An active collaboration between management and workers, or their representatives, is essential in order to develop and implement systems towards ensuring a safe and healthy work environment.

Suppliers must ensure adequate occupational medical assistance is provided and provide equal access to all workers. When needed, effective personal protective equipment (PPE) must be provided to the employees free of charge.

Use of chemicals, including insecticides/pesticides, and other material that constitutes a hazard to humans or the environment must be identified. Any chemicals must be evaluated, labelled, and stored in accordance with the safety data sheet as well as local legal regulation. Safe handling of chemicals must be ensured. Consult the safety data sheet to ensure safe handling, use, relocation, storage, recycling, or reuse and removal.

Suppliers must ensure access to drinking water, safe and clean eating, and resting facilities as well as clean and safe cooking and food storage areas. If a supplier provides accommodation to workers, it must be clean, safe, adequately ventilated, and have access to clean sanitary facilities and clean drinking water.

Building and Fire Safety

ILO Convention No. 155, 184; ILO Recommendation No. 164

Suppliers must ensure that all buildings that are included in its business activities are safe, well maintained and regularly undergo building safety inspections.

Evacuation plans and emergency exits must be clearly marked and in line with the number of employees and layout of the factory to facilitate swift evacuation. All employees must be aware of the safety arrangements in the facility, such as knowledge about the whereabouts of the emergency exits, fire extinguishers and first aid equipment. Fire safety and emergency evacuation plans in dormitories must be of at least the same standard as in the working environment.

4.2 Environment, Local Communities and Use of Resources

Environment and Climate Action

Alligo requires suppliers to comply with national environmental legislation. Where national legislation is weak or poorly enforced, international standards must be followed. Suppliers must develop the necessary management systems, policies, and processes through a risk-based approach to reduce or minimize any negative environmental impact from their activities, products, and services.

Necessary environmental permits, approvals, and registrations for the business activities must be obtained and kept updated. Suppliers are expected to strive to develop and support sustainable practices in their products, processes, designs, and material selection. Biological diversity and environmentally protected areas must be safe-

guarded. Suppliers must take precautionary measures as soon as there is reason to believe that an action could harm the environment, including biodiversity, natural resources, or public health.

Alligo encourages suppliers to set scientifically based emission reduction targets that are third-party verified, for example through the Science Based Targets initiative.

If a supplier's business cause damage to the environment, the supplier is obligated to pay the social, environmental, and economic costs proportionate to the caused harm.

Land and the use of resources

ILO Convention No. C169

Suppliers must avoid any negative social, health, environmental or economic impacts from land or resource acquisition, involuntary resettlement, or restrictions on land use. Suppliers must assess its impact on the local population and local community and take necessary measures to avoid any negative impact.

Production and extraction of raw materials for production must not contribute to destruction of natural resources or income for marginalised population groups, e.g. indigenous people, for example by claiming large land areas or other natural resources upon which such population groups depend. In processes where there is a risk of compromising the rights of



indigenous people, Suppliers are expected to observe the principle of the right to free, prior, and informed consent (FPIC) in accordance with the UN's Declaration on the Rights of Indigenous Peoples.

4.3 Products

Product Safety

Our product assortment is the core of Alligo's business. It is therefore of great importance that we can ensure the quality and legal compliance of our products in all countries where Alligo operate in. All products in our assortment shall be safe and traceable. Suppliers must ensure products are compliant with regulations that apply to its scope of supply. Suppliers shall inform of any risks associated with the products supplied to us.

Hazardous substances

Alligo aims to control the use of chemical substances with the objective to limit adverse effects on human health and environment.

Suppliers must commit to Alligo's Chemical Restriction Lists, applicable at any given time, latest version can be found on our website <https://www.alligo.com>. Alligo's Chemical Restriction Lists are updated twice yearly to include relevant and regulated substances. Suppliers must stay updated on these requirements e.g. by downloading Alligo's updated Chemical Restriction Lists.

Suppliers must stay updated on relevant chemical regulations applicable to its scope of supply to ensure products are compliant at any given time. Legislation including but not limited to REACH Regulation (EC) No 1907/2006, Biocidal Product Regulation (EU) No 528/2012, POPs Regulation (EU) No 2019/1021, CLP Regulation (EC) No 1272/2008, RoHS Directive 2011/65/EU.

Suppliers are required to report the presence of substances, above 0.1 % weight of an article, that are listed in the EU's REACH Regulation (EC) No 1907/2001 Candidate List of substances of very high concern (SVHC). If a supplier's products contain SVHC- substances as stated above, and the supplier is located in the EU, their products must be registered in the EU SCIP- database and notify Alligo of the SCIP-number for registered goods. Non-EU suppliers must supply Alligo with necessary information for registration.

Responsible Sourcing of Raw materials

The extraction of raw materials, such as minerals, metals, wood, fossil fuels, and other natural resources, can pose various sustainability risks. These risks can have environmental, social, and economic implications.

Suppliers trading in commodities that may be linked to deforestation, must ensure that the goods do not result from recent deforestation, forest degradation, or breaches of local environmental or social laws. Suppliers must follow the due diligence procedure set out by the Regulation (EU) 2023/1115 on deforestation-free products. The procedure should involve collecting the necessary documentation, carrying out risk assessments, and mitigating risks.

Suppliers trading products and components containing the raw materials tin, tantalum, tungsten, gold (3TG) or cobalt, which are part of the direct supply chain of Alligo's products must comply with all applicable laws concerning responsible sourcing and conflict minerals. Suppliers must follow the OECD Due Diligence Guidance for Responsible Supply Chains of

Minerals from Conflict-Affected and High-Risk Areas based on their position in the supply chain. This includes ensuring that the 3TG and cobalt in their supply chain is traceable to smelter or refiner level.

We expect our suppliers to support our effort to identify the origin of minerals used in our products. While respecting commercial confidentiality, suppliers must, upon request, report on their 3TG and cobalt supply chain by completing and submitting the Responsible Minerals Initiative's Conflict Minerals Reporting Template (CMRT).

Animal Welfare

The Farm Welfare Council's recommendations

Animal welfare must be safeguarded in all stages of the supplier's supply chain, for example in primary production, production, and transport. Animals shall be treated, at a minimum, in accordance with the national legislation governing animal welfare in the country where they are kept and handled. Animals must never be subjected to harsh or cruel treatment in the course of producing items for Alligo. Animals shall be free from hunger and thirst. Medical treatment must be given in case of illness and with a restrictive and judicious use of antibiotics.

4.4 Fair Business Practices

Corruption and Bribery

The UN Convention against Corruption

Suppliers must comply with national laws and international anti-corruption conventions and develop adequate measures to prevent and detect that any form of corruption, extortion, embezzlement, and bribery related to their business activities. Acts of bribery, including but not limited to, the promising, offering, giving, or accepting of any improper monetary or other incentive. Suppliers must establish and follow an anti-bribery/anti-corruption policy that applies to all business activities.

Gifts and Hospitality

Alligo employees as well as our suppliers may not receive or provide any gifts, services, or other benefits from/to any person with whom they have a business relationship, if the gift could potentially influence the recipient's judgment or that a feeling of indebtedness could arise.

Fair Competition

Suppliers must comply with applicable competition and marketing legislation and apply good business practices. Suppliers must not enter into any agreements (written or oral), or engage in other forms of activities, which prevent or restrict competition and breach applicable competition laws.

Conflict of Interest

Suppliers must avoid potential conflicts of interest while engaging with Alligo and notify Alligo of any potential conflicts of interest that cannot be avoided.

Personal Data Protection

UN Declaration of Human rights article 12

Suppliers must safeguard personal information about individuals and take appropriate steps to protect it from misuse. All applicable data privacy laws, including if applicable GDPR, must be observed when collecting, storing, using, processing, or sharing personal information about individuals.

5. Monitoring and Compliance

Alligo expects all suppliers to respect this Supplier Code. We require our suppliers to complete a self-assessment questionnaire. If considered necessary, we will require that an on-site audit based on the amfori BSCI framework is conducted.

As a supplier to Alligo you agree to provide us with access to relevant information, documentation, and facilities for the purposes of assessing the implementation of and performance against this Supplier Code. If any serious breach of the Supplier Code is identified, in a supplier's own operations or in its supply chain, the supplier must immediately report the issue to Alligo. Suppliers are expected to provide a corrective action plan with date of closure for the issue identified. If the principles and requirements are not respected and sufficient remediation is not taken, Alligo may choose to terminate the business relationship.

Whistleblowing

Alligo expects its suppliers to report any breach of the standards of this Supplier Code. This also includes observations of any unethical practices of Alligo's employees. In the first instance, it is recommended that all reports are submitted to a supplier's regular contact within Alligo. Secondly, we have a third-party operated whistle-blower function via our website, <https://www.alligo.com>, through which a Supplier can anonymously report any non-conformity.

Cases may include information on criminality or other acts that violate the law, such as bribery, unfair competition, money laundering, fraud, and conflicts of interest. Cases may also be related to health and safety and instances of serious discrimination and harassment that contravene the law and environmental crimes, notably the illegal handling of hazardous waste, are another area of concern.

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We make businesses work

Alligo AB (publ)
Postal address:
Box 631
SE- 135 26 Tyresö
Sweden

Visiting address:
Vindkraftsvägen 2
SE- 135 70 Stockholm
Sweden

Tel: +46 8-727 27 20
Co.reg.no: 559072-1352

ALLiGO