

# CODE OF CONDUCT

## **Introduction**

At Bergendahl Food AB, (below referred to as “Bergendahls”) we promote decent working and environmental standards in our supply chains. This code of conduct illustrates what we expect of our suppliers and business partners. We want to make sure that nobody whose work contributes to our success is deprived of his/her rights as a human and as a worker. We also want to make sure that our production does not cause unnecessary harm to animals or the environment.

This code of conduct is founded on key UN and International Labour Organization conventions and documents. National laws shall be respected. Should there be any discrepancies between the requirements in this document and national laws, the national law applies. In such case Bergendahls should be informed immediately.

## **1. CHILD LABOUR**

*UN Convention on the Rights of the Child, ILO Conventions Nos. 138, 182 and 79, and ILO Recommendation No. 146*

The minimum age for workers shall not be less than 15 and comply with

- the national minimum age for employment, or;
- the age of completion of compulsory education,

whichever of these is higher. If local minimum is set at 14 years in accordance with developing country exceptions under ILO Convention 138, this lower age may apply.

There shall be no recruitment of child labour defined as any work performed by a child younger than the age(s) specified above. No person under the age of 18 shall be engaged in labour that is hazardous to their health, safety or morals, including night work.

Policies and procedures for remediation of child labour prohibited by ILO conventions no. 138 and 182, shall be established, documented, and communicated to personnel and other interested parties. Adequate support shall be provided to enable such children to attend and complete compulsory education.

## **2. WORKERS' RIGHTS**

### **2.1 Forced and compulsory labour**

*ILO Conventions Nos. 29 and 105*

There shall be no forced labour, bonded labour or involuntary prison labour.

Workers shall not be required to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice.

### **2.2 Freedom of Association and the right to collective bargaining**

*ILO Conventions Nos. 87, 98, 135 and 154*

Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively. The employer shall not interfere with, obstruct, the formation of unions or collective bargaining. Workers' representatives shall have access to carry out their representative functions in the workplace.

Where the right to freedom of association and/or collective bargaining is restricted under law, the employer shall facilitate, and not hinder alternative forms of independent and free workers representation and negotiations.

### **2.3 Discrimination**

*ILO Conventions Nos. 100 and 111 and the UN Convention on Discrimination against women*

There shall be no discrimination at the workplace in hiring, compensation, access to training, promotion, termination or retirement based on ethnic background, caste, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

Measures shall be established 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, or HIV status.

### **2.4 Harsh or Inhumane Treatment**

Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, is prohibited.

### **3. HEALTH & SAFETY**

*ILO Convention No. 155 and ILO Recommendation No. 164*

The working environment shall be safe and hygienic, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Hazardous chemicals and other substances shall be carefully managed. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

Workers shall receive regular and documented health and safety training, and such training shall be repeated for new or reassigned workers.

Access to clean toilet facilities, to potable water and, if applicable, to sanitary facilities for food storage, shall be provided.

Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water. Men and women should have separate rooms unless they have both explicitly asked to share.

Factory buildings as well as accommodation buildings should be fit for its' purpose and appropriate measures should have been taken to secure safety in the case of fire or other accidents.

### **4. CONTRACT, WAGES & WORKING HOURS**

#### **4.1 Contract**

All workers are entitled to a written and comprehensible contract of employment in a language they understand. The contract should outline working hours, wage conditions and method of payments before entering employment.

Obligations to employees under international conventions, national law and regulations concerning regular employment shall not be avoided through the use of short term contracting (such as contract labour, casual labour or day labour), sub-contractors or other labour relationships.

The duration and content of apprenticeship programmes shall be clearly defined.

If foreign workers are employed on contract basis, they should never be required to remain employed for any period of time against their own will. All commissions and other fees to a potential recruitment agency in connection with employment should be covered by the employer.

#### **4.2 Wages**

*ILO Convention No. 131*

Wages and benefits paid for a standard working week shall as a minimum meet national legal standards or industry benchmark standards, whichever is higher. Wages should be enough to meet basic needs, including some discretionary income.

Wages should be paid regularly, on time and be fair in respect of work performance. Deductions from wages as a disciplinary measure shall not be permitted.

Workers shall always receive overtime pay for all hours worked over and above the normal working hours (see 4.3 below), minimum in accordance with relevant legislation.

#### **4.3 Working Hours**

*ILO Convention No. 1 and 14*

Working hours shall comply with national laws and benchmark industry standards, and not more than prevailing international standards. Weekly working hours should not on a regular basis be more than 48 hours. Workers shall be provided with at least one day off for every 7-day period.

The workers should be granted leave on national holidays, annual leave, parental leave and sick leave. Dismissal of pregnant women is not allowed.

Overtime shall be limited and voluntary. Recommended maximum overtime is 12 hours per week, i.e. that the total working week including overtime shall not exceed 60 hours. Exceptions to this are accepted when regulated by a collective bargaining agreement.

## **5. MARGINALIZED POPULATIONS**

Production and the use of natural resources shall not contribute to the destruction and/or degradation of the resources and income base for marginalized populations, such as in claiming large land areas, use of water or other natural resources on which these populations are dependent.

## **6. ENVIRONMENT**

Measures to minimize adverse impacts on human health and the environment shall be taken throughout the value chain. This includes minimizing pollution, promoting an efficient and sustainable use of resources, including energy and water, and minimizing greenhouse gas emissions in production and transport. The local environment at the production site shall not be exploited or degraded.

National and international environmental legislation and regulations shall be respected and relevant discharge permits obtained.

## **7. CORRUPTION**

Corruption in any form is not accepted, including bribery, extortion, kickbacks and improper private or professional benefits to customers, agents, contractors, suppliers or employees of any such party or government officials.

## **8. ANIMAL WELFARE**

In the case where animals or part of animals are used as the raw product in the making of goods for Bergendahls, the animals should, during their lifetime have been treated well and in an ethical way. For example, plucking of live birds is prohibited.

Suppliers to Bergendahls, should take ethical aspects such as safety, animal welfare, traceability, sustainability, and labour and farm conditions into account when choosing providers of raw material from animals.

Bergendahls is against animal testing and encourages all business partners to follow our policy on this matter.

## **9. MONITORING & PRINCIPLES**

Bergendahls suppliers are to supply goods and services that are produced in compliance with the code of conduct. A supplier must be able to document compliance with the code of conduct at Bergendahls request. Such documentation may take the form of a self-declaration, an inspection of the conditions at the production sites, the provision of documentation and more. Bergendahls reserves the right to make unannounced visits to all factories producing our goods, at any time.

### **9.1 Management system**

The management system is key to the implementation of the code of conduct. Bergendahls emphasises the importance of suppliers having systems that support such implementation. The basis of the system is recommended to build on the prerequisites below.

- The supplier should make a centrally placed employee responsible for the implementation of the code of conduct in the supplier's business.
- The supplier must make the code of conduct known in all relevant parts of its organisation.

### 9.2 Cascading

Each supplier is responsible to inform its' sub-suppliers and sub-contractors regarding this code of conduct and to monitor implementation. The supplier should be able to show, at the request of Bergendahls, how the supplier has monitored implementation at least down to production site level.

### 9.3 Non-compliance

In the event of a breach of the code of conduct, Bergendahls and the supplier will jointly prepare a plan for remedying the breach. Remediation must take place within a reasonable period of time. The contract will be terminated if the supplier shows unwilling to remedy the breach following repeated enquiries. If repeated and/or serious cases of non-compliance are found, Bergendahls also keeps the right to immediately terminate the cooperation and cancel existing orders.

## AGREEMENT

We, supplier to Bergendahls, will respect this code of conduct and its monitoring & principles (five pages). We will do our utmost to live up to Bergendahls requirements. In case of any breach of the code of conduct, and/or any discrepancy between the national law and this Code of Conduct, we will inform Bergendahls immediately as the breach/discrepancy comes to our attention, so that a solution can be worked out as soon as possible.

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Signature

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Name and title of signee in capital letters

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Date & Place

.....  
Name of supplier company

Stamp (optional)