

## Vossloh Nordic Switch Systems AB Code of Conduct for business partners and suppliers

This document defines the relationship between Vossloh Nordic Switch Systems AB (Vossloh) and its business partners and/or suppliers and subcontractors (jointly referred to as Suppliers). Vossloh expects the company's Suppliers to comply with Vossloh's Code of Conduct for business partners and suppliers, and to comply with applicable laws and directives.

These include, but are not limited to, the [Vossloh Code of Conduct](#), the [Vossloh Compliance Guidelines](#), in particular the Vossloh Guideline on the Prevention of Corruption and [the conventions and recommendations of the International Labour Organization](#).

Furthermore, the Supplier must comply with relevant UN and ILO conventions. Listed are examples from the eight fundamental conventions (No. 87, 98, 29, 87, 98, 105, 138, 182, 100, 111) defined in the Fundamental Principles of Rights at Work, ILO Declaration June 1998, and thereby applicable to all ILO Member States. Listed are also examples from other relevant conventions, e.g. the four governance conventions No. 81, 122, 129 and 144, which are applicable in states that have ratified the specific convention, for ratification [see ILO homepage](#).

### Ethics and morals

We believe in transparency and the equal value of everyone – customers, employees, partners and suppliers alike.

We expect our Suppliers to share our views on business ethics, human rights and fair working conditions. Accordingly, we also expect our Suppliers to establish their own Compliance rules, which as a minimum reflect the principles of this document.

### General compliance with legislation

Vossloh's Suppliers must always comply with all and any applicable legislation, such as on data protection and privacy, and including, but not limited to, any regulatory requirements as may be applicable. It is the responsibility of each individual supplier to stay informed about applicable legislation. If national legislation places stricter conditions than Vossloh's internal regulations, the national legislation applies.

### Combating corruption

Vossloh's suppliers must work consistently and actively to combat criminal or unethical behaviour. No form of corruption will be tolerated. This prohibition applies without exception or limitation. Vossloh has a clear Guideline on the Prevention of Corruption, where the rules for the Vossloh Group are comprehensively described.

Suppliers are required to actively resolve any suspicious cases and to cooperate unconditionally with Vossloh in this regard.

## **Money laundering**

Vossloh also works actively to combat all forms of money laundering. If an unusual financial transaction is suspected, Vossloh's Finance Department or Legal Department must be contacted as soon as possible.

## **Free and fair competition**

Vossloh supports free and fair competition and works actively to prevent rigged bids and the formation of illegal cartels. All forms of anti-competitive behaviour are strictly prohibited, as are illegal agreements and coordination with competitors regarding prices, terms and conditions, allocation of markets, customers or territories, capacity or production limitations. We expect our Suppliers to share our views on these matters.

## **Conflicts of interest and bribery**

Business decisions may not be influenced by an individual's personal interests or relationships. Conflicts can arise through family relationships, personal relationships, close business relationships or personal financial interests. We expect our Suppliers to openly account for such conflicts of interest.

## **Occupational health and safety**

Vossloh's Suppliers must provide a healthy, safe work environment where risks are continually evaluated so that protective measures can be taken. Employees may not under any circumstances be exposed to harsh, inhuman or degrading treatment or punishment. Vossloh expects the Supplier to make decisions on recruitment, marketing, development and compensation based on employees' abilities and skills. Decisions may never be based on irrelevant factors such as gender, age, ethnic or national origin, religion, disability, sexual orientation, union membership or political cooperation. Child labour is not permitted.

## **Health and environment**

Vossloh's Suppliers must comply with applicable environmental legislation. Furthermore, Suppliers must strive for the resource-efficient use of raw materials and energy. They must also have well-prepared and well-documented procedures for the effective prevention of health risks and accidents that may affect production and/or the local community or otherwise negatively affect the environment.

## **Brand name and trademarks**

Vossloh's Suppliers may not, unless so is expressly agreed in writing, use or refer to Vossloh's brand names and protected trademarks. Any authorized and agreed use of such marks, by the Supplier, shall be made in a way that do not harm or jeopardize the goodwill of the marks.

## **Confidentiality**

Suppliers must ensure that confidential information received from Vossloh and/or its stakeholders is protected and not disclosed to any unauthorized parties. Confidential information may not be accessed, duplicated, reproduced or utilised in any other way than what is required in order to deliver agreed services to Vossloh or Vossloh's customers.

**Breach of contract**

If Suppliers do not meet our expectations, our general approach is to urge improvements. However, serious violations of, and/or repeated unwillingness to make improvements under the Vossloh Code of Conduct for business partners and suppliers, will be considered a material breach of contract whereupon Vossloh, on the basis of existing contractual or legal rights, may have the right to immediately terminate the business relationship.

In the event of breach of contract under the Code of Conduct for business partners and suppliers, Vossloh also retains the right to take further legal action, in particular civil liability claims.

Vossloh may update the Code of Conduct for business partners and suppliers, in which case Suppliers are expected to accept the changes.

**Whistleblower Hotline**

Vossloh has a [Whistleblower Hotline](#) for disclosing potential violations. The Whistleblower function provides employees and external parties an independent and external contact point for reporting violations or suspicions about possible irregularities. You can contact Vossloh's external ombudspersons using the eMail address: [Vossloh-ombudsperson-office@simmons-simmons.com](mailto:Vossloh-ombudsperson-office@simmons-simmons.com).

**Scope**

Vossloh presupposes that its Suppliers will comply with the Code of Conduct's contents throughout the term of the contract. The Code of Conduct for business partners and suppliers covers all of their employees, permanent and temporary alike. It also covers persons engaged in other forms, without formal employment, as well as subcontractors.

**As a business partner/supplier to Vossloh, we hereby declare that we are aware of Vossloh's Code of Conduct for business partners and suppliers and agree to comply with it, in addition to our other contractual obligations with Vossloh.**

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**Place and Date**

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**Signature of authorised signatory**

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**Company Name**

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**Name (block capitals)****Company Stamp**