

Fiskars Group
*Supplier Code
of Conduct*

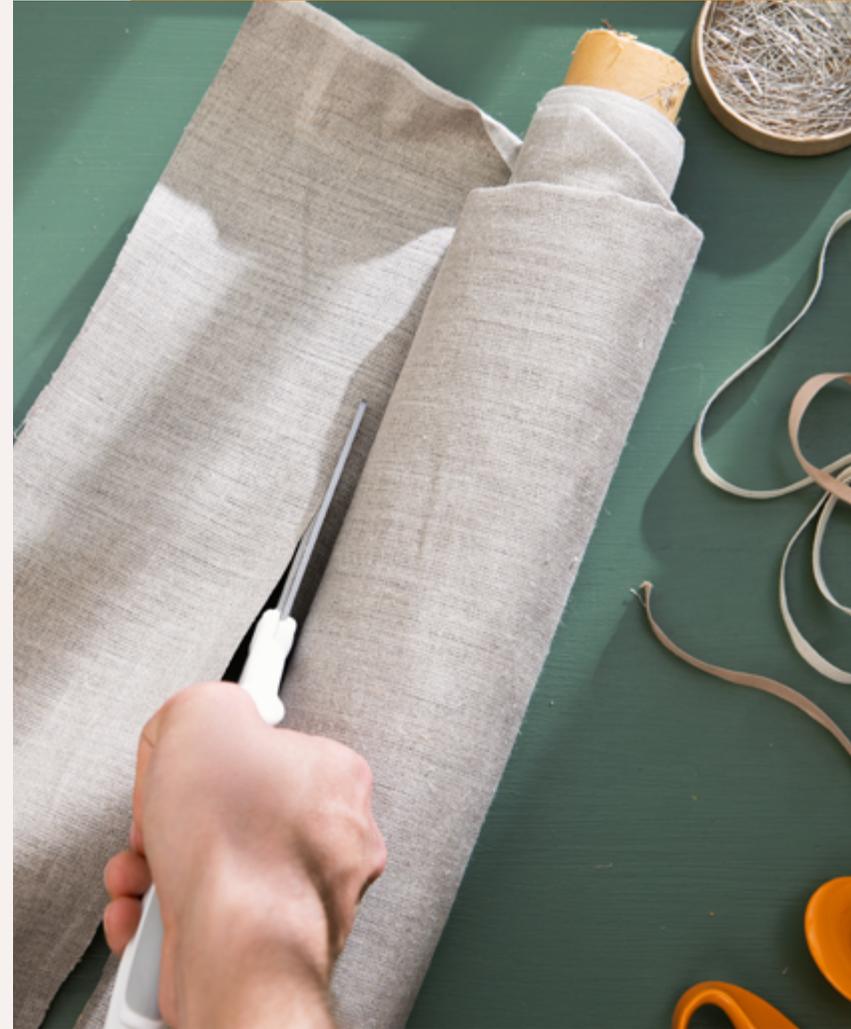




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1. Purpose and scope

The Fiskars Group Supplier Code of Conduct (“SCOC”) outlines the standards all our suppliers and partners must meet to do business with Fiskars Group.

At Fiskars Group, we believe in doing business the right way. Doing business the right way means we live in accordance with our values. Fiskars Group has announced its sustainability commitments and has committed to the UN Guiding Principles on Business and Human Rights, the fundamental conventions of the International Labor Organization (ILO), OECD Guidelines for Multinational Enterprises, and the Ten Principles of the UN Global Compact.

Fiskars Group expects its suppliers to share the same values and high standards, especially regarding ethical, social, environmental, and health and safety conditions.





2. Definitions

FISKARS GROUP

Fiskars Group (including any of its group companies as applicable)

SUPPLIER

Any entity engaged in the production or provision of products, components, materials, or services that any part of Fiskars Group's global operations authorizes, acquires or licenses. This includes business partners and partners with which Fiskars Group collaborates for other purposes such as research, sponsorship, and social activities.

3. Expectation and implementation

SUPPLIER COMMITMENT

The Supplier must commit to this SCOC.

SUPPLIER QUALIFICATION

Commitment to and compliance with this SCOC are among the minimum requirements of Fiskars Group's new supplier approval.

MONITORING

Fiskars Group monitors the Supplier's level of compliance with this SCOC by assessments carried out by Fiskars Group or an appointed third party.

BUSINESS CONSEQUENCE

If the Supplier fails to meet the minimum compliance level, Fiskars Group will apply a business consequence and may disqualify the Supplier.

COLLABORATION AND CONTINUOUS IMPROVEMENT

Fiskars Group provides support to the Supplier and works with the Supplier to set ambitious long-term goals and monitor improvements.



4. Supplier requirements

Fiskars Group expects the Supplier to comply with laws and regulations, the collective agreement, the employment contract, and the SCOC requirements explained below, whichever is the highest standard.

4.1 Labor and human rights

FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

The Supplier shall respect employees' legal rights to associate, form, and join employee organizations, seek representation, and bargain collectively without any penalty, harassment, discrimination, interference, or pressure of such.

PREVENTION OF CHILD LABOR AND PROTECTION OF YOUNG EMPLOYEES

The Supplier must not use child labor. This includes anyone younger than the age of 15, the local legal minimum age for employment, or the age for completing compulsory education, whichever is highest. The employment of young workers above the minimum age but under the age of 18 must follow legal restrictions and never jeopardize their education, health, safety, or morals.

PREVENTION OF FORCED LABOR

The Supplier must not use any form of forced or involuntary labor or participate in human trafficking in any way. Employees must not be required to surrender government-issued identification, passports, work permits, or any other unreasonable deposits, or to pay recruitment fees as a condition of employment. Employees must be free to leave work or terminate their employment upon reasonable notice. Migrant workers, if any, must be hired through recruitment practices which comply with laws and regulations in both source and destination countries.



EQUALITY, DIVERSITY, AND INCLUSION

The Supplier shall treat its employees with integrity, respect, and dignity. Everyone shall be treated fairly and provided with equal opportunities during hiring, employment, and termination. The workplace must be free of harassment, coercion, or abuse of any form, as well as the threat of such.

WORK CONTRACTS AND TERMS OF EMPLOYMENT

The Supplier shall validate employees' legal status to work before establishing employment. A written contract or legal document in a language the employee understands shall state the terms of employment. The Supplier shall ensure the employees have understood the content and been given a copy of the document. Termination of employment must be fair and comply with the applicable legislation.



WORKING HOURS AND REST

The Supplier must comply with all applicable laws and regulations on working hours and rest. In addition, total working hours, including standard hours and overtime hours, must not normally exceed 12 hours per day or 60 hours per week. Overtime work must always be voluntary, exceptional, and with reasonable prior notice to employees. Employees must be given at least one day off every seven days. Appropriate breaks during work shifts must be provided for meals, refreshment, and any other purpose, as required by laws and regulations.

WAGES AND BENEFITS

The supplier shall provide all employees with a total compensation package that includes wages, overtime pay, benefits and paid leave which meets or exceeds the legal minimum standards or appropriate prevailing industry standards, whichever is higher. In addition compensation terms established by legally binding collective bargaining agreements are implemented and adhered to.

Deductions are permitted only when prescribed by law or fixed by collective agreement. Wage payment shall be made on time, regularly, and in compliance with laws and regulations. A system shall be in place to record and allow employees to verify and understand payroll, deductions, hours worked, and payment details.

THIRD-PARTY EMPLOYMENT AGENCIES

The Supplier shall ensure workers employed by third-party agencies to work at or for the Supplier are afforded the same rights as directly employed workers.

4.2 Health and safety

SAFE AND HEALTHY WORKPLACE

The Supplier must provide a safe working environment for the employees and comply with all the applicable health and safety laws and regulations. All health and safety signs, instructions, and documentation shall be in a language the employees understand, and translation shall be provided if necessary.

HOUSING AND DINING CONDITIONS

The Supplier shall ensure housing and dining conditions comply with applicable laws and regulations. Dormitories shall be clean, safe, secure, and segregated from the factory and production area. Dormitories shall also provide clean bathrooms, potable water, personal space, a reasonable temperature, and adequate ventilation.

EMERGENCY PREPAREDNESS AND PREVENTION

The Supplier must be prepared for emergencies. These include employee notification and evacuation procedures, evacuation instructions and directions, emergency training and drills, and personnel with training in first aid. Appropriate first-aid supplies, fire detection and suppression equipment, and adequate exits shall be in place.

HEALTH AND SAFETY MANAGEMENT AND COMMUNICATION

The Supplier shall provide appropriate and regular workplace health and safety training. Clear procedures shall be in place to identify, manage, record, and report occupational injuries, ill health, and incidents. The Supplier shall take corrective actions to eliminate causes and prevent a further occurrence. The health of employees shall be monitored regularly based on the risks of their jobs and legal requirements. Employees shall never be disciplined for raising safety concerns or refusing to work in an unsafe environment.



4.3 Environment

ENVIRONMENTAL PERMITS

The Supplier must obtain and follow the reporting guidelines for all the required environmental permits and registrations. The Supplier shall identify environmental aspects and impacts.

CHEMICAL MANAGEMENT

The Supplier shall identify hazardous materials, chemicals, and substances, strive to use less hazardous chemicals and take the appropriate measures to ensure the safest possible management and use of chemicals in their operations. The Supplier shall implement controls and practices corresponding to the risks of the chemicals being used. All employees handling or exposed to chemicals shall receive training for their safe handling, movement, storage, recycling, reuse, and disposal.

WASTE MANAGEMENT

The Supplier shall take every means possible to recover or recycle the waste from their operations, commit to minimizing waste, and work toward zero landfill waste. The Supplier shall identify, manage, segregate, and properly store and/or treat before discharging or removing the waste from its operations. The discharge and removal shall meet regulatory requirements. All employees handling or exposed to waste shall receive appropriate training for the safe handling, movement, storage, and disposal of waste.

RESPONSIBLE WATER USE AND REDUCING POLLUTION

The Supplier shall be committed to minimizing and optimizing the use of water in their operations, as well as reducing pollution. Any air or water pollution that cannot be prevented shall meet regulatory limit, treatment, and disposal requirements.

MITIGATING GLOBAL WARMING

The Supplier shall be committed to improving energy efficiency and increasing the use of renewable energy. The Supplier shall be ready to report annual Scope 1 and 2 greenhouse gas emissions to Fiskars Group. The Supplier is encouraged to set science-based targets for their Scope 1 and 2 greenhouse gas emissions.





4.4 Due diligence

SUPPLY CHAIN MANAGEMENT

The Supplier shall adopt similar requirements for their suppliers and monitor their supply chain. The Supplier shall also assess, identify, and manage the risks in their own operations and supply chain, including social and environmental, health and safety, and business ethics.

The Supplier must be ready to disclose supply chain mapping back to origin to Fiskars Group for assessments to verify compliance with this SCOC. The Supplier is prohibited to use subcontractors for goods or services for Fiskars Group without prior approval.

PRODUCT SAFETY AND COMPLIANCE

The Supplier shall comply with material and/or substance restrictions and product safety and compliance requirements set by applicable laws and regulations. The Supplier shall also comply with any additional Fiskars Group requirements. The Supplier shall maintain records of full raw material content data and related certifications and guarantees of origin.

CONFLICT-FREE MINERALS

The Supplier shall keep conflict minerals out of their products and commit to conflict-free sourcing of Gold (Au), Tantalum (Ta), Tungsten (W), Tin (Sn), and Cobalt (Co) within its supply chain.

ANIMAL WELFARE

The Supplier shall ensure animal-derived raw materials are sourced ethically and in compliance with animal welfare laws and regulations. The Supplier shall only utilize animal-derived raw materials that are by-products, e.g., from the food industry.

FISKARS GROUP'S ASSETS AND REPUTATION

The Supplier shall safeguard Fiskars Group's assets and protect Fiskars Group's reputation and brand equity.

4.5 Business ethics and integrity

ANTI-CORRUPTION AND ANTI-BRIBERY

Fiskars Group expects the Supplier to have zero tolerance of bribery and corruption. The Supplier shall ensure that its employees and third parties acting on its behalf do not practice or participate in any bribery or corruption.

ANTI-TRUST

The Supplier shall compete fairly in compliance with all applicable anti-trust laws and regulations and have standards and procedures in place to ensure that its directors and employees do not engage in any anti-competitive practices.

CONFLICT OF INTEREST

The Supplier shall avoid any situations in which a conflict of interest between the Supplier and Fiskars Group exists. The Supplier shall disclose any potential or existing conflict of interest in its relationship with Fiskars Group.

GRIEVANCE AND REPORTING CHANNELS

The Supplier shall have a reporting system in place that also enables anonymous grievances, reporting, and management.

DATA PRIVACY

The Supplier is required to maintain full compliance with any privacy legislation. The Supplier shall respect privacy rights whenever collecting or retaining personal information of any individual, including their employees.

INTELLECTUAL PROPERTY RIGHTS

The Supplier shall respect the intellectual property rights of others, including those of Fiskars Group. The Supplier shall comply with all applicable laws related to intellectual property rights and protect the intellectual property, trade secrets, and confidential information of Fiskars Group.



TRADE COMPLIANCE

The Supplier shall comply with all applicable trade control laws and regulations in relation to economic sanctions and export controls, including those issued by the EU, UK, and the US authorities.

4.6 Management system and commitment

MANAGEMENT ACCOUNTABILITY AND RESPONSIBILITY

The Supplier shall have a representative who oversees corporate responsibility, including areas described in the requirements of this SCOC. The representative shall actively, transparently, and collaboratively communicate with Fiskars Group. A management system shall be in place to identify, prioritize, monitor, manage, and mitigate the risks in the Supplier's operations, especially in relation to the topics mentioned in this SCOC. It is recommended that globally recognized frameworks such as ISO14001 and ISO45001 be used as a basis for a management system. Comprehensive risk assessments shall be undertaken, including labor and human rights, health and safety, environment, and business ethics.

TRAINING AND COMMUNICATION

The Supplier shall arrange programs for training managers and employees about corporate responsibility, including the requirements described in this SCOC. The Supplier's responsibility policies, practices, and performance shall also be communicated to employees.

POSITIVE IMPACT ON LOCAL COMMUNITIES

The Supplier shall recognize and respect the cultural, traditional, and social heritage of Indigenous people. Fiskars Group encourages the Supplier to engage with communities to have a positive impact on societal or environmental issues and to minimize potentially negative impacts.

SUPPLY CHAIN SECURITY

The Supplier shall incorporate the minimum security standards of one or more Supply Chain Security programs of the World Customs Organization into their businesses.

INFORMATION SECURITY

The Supplier shall maintain sufficient level of information security governance, controls, processes and technology to support in ensuring the confidentiality, integrity and availability of Fiskars Group data and operations.

DEMONSTRATION OF COMPLIANCE

The Supplier must be able to demonstrate compliance with laws, regulations, and this SCOC at the request and satisfaction of Fiskars Group. At Fiskars Group's request, either with or without prior notification, the Supplier must be able to provide authentic records and information, access to the Supplier's locations, and permission for interviews with the Supplier's employees.



4.7 Speak up

Any suspected misconduct under the Fiskars Group Supplier Code of Conduct shall be reported to relevant Fiskars Group Sourcing contact or by email at SCOC@fiskars.com.

Reporting is also possible anonymously in writing or by phone through the Fiskars Group Ethics and Compliance Helpline. More information can be found on the Fiskars Group fiskarsgroup.com/sustainability web page.

Fiskars Group strongly supports a culture of speaking up for both suppliers and their workers without fear of retaliation against those who report actual or suspected breaches. The Supplier shall ensure that the reporting channels are communicated to employees.

Fiskars Group will investigate any concern raised and discuss findings with the supplier. The supplier shall assist with any such investigation and provide access to any information reasonably requested. If remediation is required, the supplier will devise and inform Fiskars Group of their corrective action and implementation plans and timeline to effectively and promptly resolve the breach.

We hereby confirm that we share,
respect, commit to and comply with
the requirements stated in the Fiskars
Group Supplier Code of Conduct.

Date and place

Executive Management Representative

Company / Supplier Legal entity