PARTNER CODE OF CONDUCT

Haarslev Industries A/S and Haarslev Group A/S

Responsibility and good reputation for corporate trustworthiness are fundamental to our success and our ability to create long-term value for customers, shareholders, employees and the general public.

The policies and principles applicable to our Partners, by which we aim to build and maintain the mutual trust between us and all our stakeholders, are summarised in the Haarslev Industries' Partner Code of Conduct (hereinafter referred to as "Code").

The Code provides guidance on the conduct required of our Partners to ensure that all affairs involving Haarslev Industries are managed to the highest ethical standard.

We expect our Partners to acknowledge our values and share our commitment to conducting business in an ethical, legal and socially responsible manner.

It is the task of our Partners to implement and maintain programmes to ensure that this Code is complied with and that the content and understanding of the principles of this Code is communicated to all relevant employees through relevant briefing and training.

We recommend that our Partners implement the standards of this Code with their own business partners, including suppliers and contractors.

We strongly believe that implementing this Code vis-à-vis our Partners will create value for all parties – it is a step towards establishing a long-term, sustainable relationship with our Partners.

We intend to verify that our Partners meet the standards of this Code, as well as any applicable laws and regulations.

1. SCOPE OF THE CODE OF CONDUCT

This Code applies to all third parties – such as suppliers, contractors and agents (hereinafter referred to as "Partners") – collaborating regularly with Haarslev Group A/S and any of its subsidiaries, both present and future ("Haarslev Industries").

2. BUSINESS PRINCIPLES

2.1 ANTI-CORRUPTION AND BRIBERY

We have zero tolerance for corrupt activities.
We expect our Partners to avoid participating in or endorsing any corrupt practices. Consequently, our Partners will never offer or accept bribes, rewards or benefits in order to obtain business or any other improper advantage – either directly or indirectly.

2.2 GIFTS, ENTERTAINMENT AND OTHER BUSINESS COURTESIES

Our Partners will never accept or offer gifts, favours, entertainment, hospitality or any other kind of business courtesy that could inappropriately affect or appear to inappropriately affect the outcome of business decisions.

Our Partners will never offer, accept or provide anyone with cash or cash equivalents (for example, gift certificates, bank cheques, travellers' cheques or loans of money).

2.3 MONEY LAUNDERING

Our Partners will not accept, support or facilitate money laundering, and are committed to complying in full with any anti-money laundering laws, throughout the world.

We strictly prohibit our Partners, on our behalf, from knowingly engaging in any transactions that facilitate money laundering or which would otherwise result in unlawful diversion of assets.

2.4 TAXATION

Our Partners are to comply with the tax legislation and regulations of each country in which they operate.

2.5 FAIR COMPETITION PRACTICES

We support free and fair competition, which is ethical and lawful, and we expect our Partners to do the same.

Our Partners will not engage in price-fixing, market sharing or similar anti-competitive practices.

2.6 CONFIDENTIAL INFORMATION

Haarslev Industries' proprietary and confidential information constitutes information concerning Haarslev Industries or its products or business that is not generally available to others, whether orally, as a hard copy or in electronic form, such as business plans, contracts with customers, trade secrets and sales figures.
Any confidential information relating to Haarslev Industries' present and future business operations is to be kept strictly confidential by our Partners, and may only be used in connection with the collaboration with Haarslev Industries.

The confidentiality obligation shall continue in force even after the collaboration with Haarslev Industries has been terminated.

A Confidentiality Agreement is to be signed by both the Partner and Haarslev Industries before any confidential information is disclosed between the parties.

2.7 POLITICAL INVOLVEMENT

Haarslev Industries observes strict neutrality with regard to political parties and candidates. Neither the names nor resources of Haarslev Industries will be used to promote the interests of political parties or candidates.

2.8 INTELLECTUAL PROPERTY RIGHTS

Our Partners confirm that they own, or have all necessary rights in the use of, any intellectual property rights which they may use in connection with the collaboration with Haarslev Industries.

Furthermore, our Partners acknowledge and respect the intellectual property rights of Haarslev Industries.

2.9 REPRESENTATION OF HAARSLEV INDUSTRIES' PRODUCTS

Any representations made by Partners - especially our agents - concerning Haarslev Industries' products and services need to be current, accurate and not misleading or false.

2.10 LEGAL COMPLIANCE

We expect our Partners to comply with any laws and regulations that apply to their business.

2.11 IMPORT AND EXPORT CONTROLS

Compliance with export/import laws and regulations is critical in order to ensure that all parties maintain export and import privileges, and sustain their ability to participate in the global marketplace.
We expect our Partners to comply in full with any applicable import and export control and associated regulations.

2.12 TRANSPARENCY

Our Partners need to be fully aware of all sites and companies involved in their production network, and should be able to provide a detailed and comprehensive plan of their supply chain on request.

3. PRINCIPLES OF HUMAN RIGHTS AND RIGHTS AT THE WORKPLACE

3.1 HUMAN RIGHTS

We expect our Partners to support and respect the protection of the UN's Universal Declaration of Human Rights and the Core Conventions of the International Labour Organization (ILO), and that our Partners' businesses are not complicit in abuse of human rights.

3.2 DIVERSITY AND NON-DISCRIMINATION

Haarslev Industries recognises diversity as strength.

Our Partners shall not apply any discrimination against or engage in any harassment of their employees in regard to race, ethnic background, gender, disability, sexual orientation, religion, political opinion, maternity, social origin or any similar characteristics.

We expect our Partners not to tolerate any physical, psychological, sexual or verbal harassment or any illegal threats made against or between the Partners' employees.

3.3 FORCED OR CHILD LABOUR

The use of child labour will not be tolerated.

The minimum age for our Partners' employees shall be in accordance with the ILO Convention or the age specified by local legislation, if higher.

Our Partners' employment of young persons shall not jeopardise their education or development.

We expect our Partners not to make use of, or benefit from, any forced or involuntary labour, including any modern forms of slavery, such as trafficking.

Our Partners shall not withhold their employees' identification or travel documents, and said employees shall be free to leave their employment after giving reasonable notice, as required by law and their employment contract.

3.4 WORKPLACE PRACTICE

Our Partners are to provide a safe and healthy workplace for their employees and integrate sound health and safety management practices into their business.

We expect our Partners' employees to report to work free from the influence of illegal drugs or controlled substances, or the abuse of prescribed or over-the-counter drugs or alcohol.

Our Partners are not allowed to carry firearms or other weapons, including knives or any other devices that are primarily used to inflict injury, at any of Haarslev Industries' facilities or any of Haarslev Industries' job sites without Haarslev Industries' prior written approval.

3.5 PRODUCT LIABILITY

We expect our Partners to exercise due diligence when designing, manufacturing and testing products in order to provide protection against any product defects which could jeopardise the life, health or safety of people or the environment.

3.6 FREEDOM OF ASSOCIATION

Our Partners are to respect their employees' right to organise themselves, join associations or bargain collectively or individually, if they wish to do so.

3.7 WORKING HOURS, WAGES AND COMPENSATION

We expect our Partners to comply with any applicable laws, agreements and industry standards on working hours, wages and compensation.

3.8 COMMUNITY INVOLVEMENT

We encourage our Partners to be responsible members of the communities in which they operate, through focused partnerships at local and national level.

4. ENVIRONMENTAL PRINCIPLES

We expect our Partners to strive to minimise and prevent their own negative impact on the environment – from heating of buildings, consumption of electricity and waste management to the manufacture and handling of goods, distribution services and any other activities associated with their business.

We expect our Suppliers to integrate environmental considerations into their activities and strive for continuous improvement, by minimising any adverse effects of their activities upon the environment.

Our Partners are to comply with any relevant local and national environmental laws and regulations, as well as any requirements for environmental licences and permits.

5. VIOLATION OF THE CODE

Haarslev Industries regards any violation of this Code as a serious matter. Any breach may put Haarslev Industries, its brand, its employees and its products or services at substantial risk.
Each of our Partners is accountable for his or her own behaviour.

In cases of a severe violation of this Code, Haarslev Industries will - upon discovery - contact the Partner in question immediately, and, subject to prevailing contractual provisions, request that the practice be terminated and set up a dialogue aimed at preventing the same occurring again in the future.

Haarslev Industries will endeavour to terminate the business relationship with any Partners who repeatedly and knowingly violate the Code and refuse to collaborate with Haarslev Industries in implementing improvement plans. Such Partners may also be subject to legal proceedings.

6. LANGUAGE

The original language of this document is English. If translated, the English version shall take precedence in case of any disputes.

7. SUPPORT

If you have any questions concerning the Code, please contact Haarslev Industries' Legal Department.

8. COMMITMENT TO THE CODE

The Partner hereby confirms having received, read and understood the Code, and that he or she will observe and accept all principles and requirements of the Code.

The Partner will be open and willing to allow Haarslev Industries access to any production/business site to check compliance with this code.

Date: _____

Company name: _____

Company address: _____

Registration no.: _____

Full name and title: _____

Signature and stamp: _____