Kloten, 17.08.2026

Pandinavia AG – Supplier Code of Conduct

Dear business partners of Pandinavia AG

Responsible, ethical and sustainable business conduct is an integral part of how Pandinavia AG operates and builds long-term relationships with its business partners.

As a member of amfori BSCI, Pandinavia is committed to internationally recognised principles relating to human rights, labour standards, environmental responsibility and business integrity.

Our Supplier Code of Conduct translates these commitments into clear expectations for our suppliers and business partners. It is based on internationally recognised principles and standards, including the Ten Principles of the United Nations Global Compact, the UN Guiding Principles on Business and Human Rights, the ILO Core Labour Standards, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, and the principles of the amfori BSCI Code of Conduct.

Our cooperation is guided by the following core values:

- **Performance**
- **Personal Responsibility**
- **Integrity**
- **Customer Focus**
- **Respect for People and the Environment**

The Supplier Code of Conduct defines our expectations regarding human rights and fair working conditions, occupational health and safety, environmental and climate responsibility, ethical business conduct, product quality and safety, responsible sourcing, transparency and supply-chain due diligence.

We expect our business partners to comply with applicable laws and this Code and to communicate relevant requirements to their suppliers, subcontractors and other parties within their sphere of influence.

Pandinavia promotes transparency, cooperation and continuous improvement throughout its supply chain. Where risks or deviations are identified, business partners are expected to implement appropriate corrective actions and demonstrate their effectiveness.

Please review the enclosed Supplier Code of Conduct and return the signed acknowledgement. Should you have any questions regarding the Code or its implementation, please contact us.

Thank you for your cooperation and commitment to responsible business conduct.

Kind regards
Pandinavia AG

Barbara Müller
Head of Business Development

Daniel Stricker
Head of Purchasing / QM

Appendix:
- Pandinavia AG - Supplier Code of Conduct

Supplier - Code of Conduct

Responsible business requirements for suppliers and business partners

OUR EXPECTATION
Pandinavia expects its business partners to act lawfully, ethically and transparently, to respect human rights, provide safe and fair working conditions, protect the environment, and ensure product integrity throughout the supply chain. We favour continuous improvement and constructive remediation, while reserving the right to escalate serious or repeated non-compliance.

Document Status	Details
Document owner	Head of Purchasing / QM
Scope	Suppliers, manufacturers, service providers, agents and relevant subcontractors
Version / effective	1.0 / March 27, 2026
Review	At least annually and event-driven
Approval	Executive Management, Pandinavia AG

1. Introduction and Purpose
This Supplier Code of Conduct defines Pandinavia AG's expectations for responsible business conduct throughout its supply chain. It translates internationally recognised principles relating to human rights, labour standards, environmental responsibility and business integrity into requirements applicable to Pandinavia's suppliers and business partners.

The Code follows a risk-based due-diligence approach and aims to identify, prevent, mitigate, monitor and, where appropriate, remediate adverse human rights, social and environmental impacts.

It draws on the Ten Principles of the United Nations Global Compact, the UN Guiding Principles on Business and Human Rights, ILO Conventions and Recommendations, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct and the principles reflected in the amfori BSCI Code of Conduct v.2021.

This Code applies throughout the business relationship and forms part of Pandinavia's supplier management and responsible sourcing framework.

2. Values

This Code is guided by internationally recognised responsible-business principles and frameworks, including:

- United Nations (UN) Universal Declaration of Human Rights
- International Labour Organization (ILO) Conventions and Recommendations
- UN Guiding Principles on Business and Human Rights (UNGP)
- OECD Guidelines for Multinational Enterprises
- UN Children's Rights and Business Principles
- Gender Dimensions of the UN Guiding Principles on Business and Human Rights
- OECD Sectoral Guidance Documents

Pandinavia expects its Business Partners to apply the following values when implementing this Code:

- **Continuous improvement:** Business Partners shall embed the requirements of this Code in appropriate management systems and company practices and work progressively to improve due diligence and responsible-business performance within their operations and supply chains.
- **Cooperation:** Business Partners shall cooperate transparently with Pandinavia and relevant stakeholders to identify, prevent, mitigate and, where appropriate, remediate adverse human-rights, social and environmental impacts. Cooperation should support practical solutions and continuous improvement.
- **Empowerment:** Business Partners shall build appropriate knowledge and competence within their organisations and supply chains so that workers, managers and relevant business partners understand their responsibilities and can contribute to responsible business conduct.
- **Code observance:** Compliance with applicable law is the minimum requirement. Where this Code or an internationally recognised standard provides a higher level of protection for workers or the environment, Business Partners should apply the higher standard to the extent this does not conflict with applicable law.
- **Protection of vulnerable persons:** Business Partners shall pay particular attention to individuals and groups that may be vulnerable to adverse impacts and shall take appropriate measures to protect their rights, safety and dignity.
- **Transparency:** Business Partners shall provide accurate and relevant information and cooperate openly in due-diligence, monitoring, corrective-action and remediation activities.

3. Social Management System and Cascade Effect

Business Partners shall:

- Adopt and publicly communicate a written human rights policy statement, in line with the complexity and size of operations, approved at the most senior level,
- Implement a process- and risk-based due diligence management system in their business practices in line with the UNGPs, and adjusted to the business model of the company. The expectations set in this Code of Conduct should be embedded in the system,
- Actively communicate the requirements of this Code through all the functions in their company, as well as to their business partners and relevant stakeholders,
- Train and incentivize all relevant departments and individuals in a manner that allows them to integrate the principles of responsible and gender-responsive business and purchasing practices in the company culture, and cascade it to their business partners,
- Require their business partners to cascade the information to the relevant business partners and stakeholders in the supply chain,
- Require and follow-up with their business partners to work towards full observance of this Code within the sphere of their influence, including intermediaries that are involved in the worker recruitment process, such as brokers, recruiters and recruitment agencies,

- Include all workers in their due diligence, especially the vulnerable parts in their supply chain such as home-based workers, smallholders, as well as temporary and migrant workers; identify the challenges at these levels, and partner with amfori and other relevant stakeholders for improvements,
- Have the strategy, processes, and sufficient resources in place to meet the responsibilities related to this Code and ensure that there is continuous improvement in its implementation,
- Exercise responsible and gender-responsive purchasing practices, and avoid putting their business partners in a position that prevents them from adhering to this Code.

4. Workers Involvement and Protection
Business Partners shall:

- Establish responsible and gender-responsive management practices that involve all workers and their representatives in sound information exchange on the due diligence process,
- Define long-term goals to protect workers in line with the objectives of this Code,
- Take specific steps, such as trainings, to make workers aware of their rights and responsibilities, with special attention to vulnerable persons. When relevant, intermediaries such as brokers, recruiters, and recruitment agencies should play an active role in achieving these steps,
- Build sufficient competence among the managers, workers, and worker representatives within their company, as well as in the supply chain, in order to embed the requirements of this Code in their company culture, and promote continuous education and training at each level of work,
- Establish or participate in effective operational-level grievance mechanisms for individuals and communities who may be adversely impacted, and maintain accurate records. The operational-level grievance mechanism must be in line with UNGP Article 31. Where relevant (e.g. when a migrant worker population is present), the operational-level grievance mechanism should be accessible in relevant local languages, and should allow to address and remedy the issues effectively across jurisdictions through partnerships and coordination.

5. The Rights of Freedom of Association and Collective Bargaining
Business Partners shall:

- Respect the right of workers to form and join trade unions - or to refrain from doing so - and bargain collectively, in a free and democratic way, without distinction whatsoever and irrespective of gender,
- Ensure meaningful representation of all workers, without distinction whatsoever and irrespective of gender,
- Not discriminate against workers because of trade union membership,
- Not prevent workers' representatives and recruiters from having access to workers in the workplace or from interacting with them,
- Respect this principle by allowing workers to freely elect their own representatives with whom the company can enter into dialogue about workplace issues, when operating in countries where trade union activity is unlawful or where free and democratic trade union activity is not allowed.

6. No Discrimination, Violence or Harassment
Business Partners shall:

- Treat all workers with respect and dignity,
- Ensure that workers are not subject to any form of violence, harassment, and inhumane or degrading treatment in the workplace, as well as threats of violence and abuse, including corporal punishment, verbal, physical, sexual, economic or psychological abuse, mental or physical coercion, or other forms of harassment or intimidation,

- Understand the possible grounds for discrimination in their specific context, and not discriminate or exclude persons based on sex, 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, pregnancy, diseases, or any other condition that could give rise to discrimination,
- Establish disciplinary procedures in writing and explain them verbally to workers in terms and language which they understand. The disciplinary measures must be in line with national legislation,
- Provide gender-sensitive and equal opportunities and treatment throughout recruitment and employment,
- Verify that workers are not harassed, disciplined, or retaliated upon for reporting issues on any of the grounds listed above.

7. Fair Remuneration

Business Partners shall:

- Comply, as a minimum, with wages mandated by governments' minimum wage legislation, or industry standards approved based on collective bargaining, whichever is higher. The wages shall refer to standard working hours,
- Pay wages in a regular, timely and stable manner, and fully in legal tender. Partial payment in the form of allowance "in kind" is only accepted in line with ILO specifications,
- Assess the pay gap accurately, and work progressively towards the payment of a living wage that is sufficient to afford a decent standard of living for the workers and their families,
- Reflect the skills, responsibility, seniority, and education of workers in their level of wages,
- Where a pay rate for production, quota or piece work, is established, allow workers to earn at least a wage which respectively meets or exceeds applicable legal minimum wages, industry standards, or collective bargaining agreements (where applicable) within standard working hours,
- Ensure that workers of all genders and categories, such as migrant and local workers, receive the same remuneration for equal jobs and qualification,
- Implement deductions only under the conditions and to the extent allowed by law or fixed by collective agreement,
- Provide the workers with the social benefits that are legally granted, such as without negative impact on their pay, level of seniority, position, or promotion prospects.

8. Decent Working Hours

Business Partners shall:

- Ensure that workers are not required to work more than 48 standard hours per week, without prejudice to the specific expectations set out hereunder. Exceptions specified by the ILO are recognized,
- Interpret applicable national legislation, industry benchmark standards or collective agreements within the international framework set out by the ILO, and promote working hour practices that enable a healthy work-life balance for the workers,
- Only exceed the limit of hours described above in line with exceptional cases defined by the ILO, in which case overtime is permitted,
- Use overtime as an exceptional and voluntary practice, paid at a premium rate of minimum 125% of the standard rate. Overtime shall not represent a significantly higher likelihood of occupational hazards and shall in no circumstances exceed the limits defined under applicable national legislation,
- Grant their workers 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.

9. Occupational Health and Safety

Business Partners shall:

- Respect the right to healthy working and living conditions of workers and local communities, without prejudice to the specific expectations set out hereunder. Vulnerable persons, such as - but not limited to - young workers, new and expecting mothers and persons with disabilities, shall receive special protection,
- Comply with national occupational health and safety legislation, or with international standards where national legislation is weak or poorly enforced,
- Ensure that there are systems in place to assess, identify, prevent, and mitigate potential and actual threats to the health and safety of workers,
- Train all departments and individuals on occupational health and safety regularly throughout all stages of employment, and provide information on potential occupational health and safety risks to workers and public, including affected communities,
- Take effective measures to prevent workers from having accidents, injuries, or illnesses, arising from, associated with, or occurring during work. These measures aim at minimizing, so far as is reasonable, the causes of hazards inherent within the workplace,
- Seek improving workers’ protection in case of accident, including through compulsory insurance schemes,
- Maintain records of all health and safety incidents in the workplace and all other facilities that are provided or mandated,
- Take all appropriate measures, and obtain all relevant licenses and documentation required by national legislation, to see to the stability and safety of the equipment and buildings they use, as well as to protect against and prepare for any foreseeable emergency. This includes residential facilities for workers when these are provided or mandated by the employer or a recruitment partner,
- Establish relevant committees, such as an Occupational Health and Safety Committee, to ensure active co-operation between management and workers, and/or their representatives for the development and effective implementation of systems that ensure a safe and healthy work environment. These committees aim to represent the diversity of the workers,
- Provide awareness to workers, and respect their right and responsibility to exit the premises and/or stop working without seeking permission in dangerous situations and uncontrolled hazards,
- Provide adequate occupational medical assistance and related facilities and provide equal access to all workers for these services. Health services (including insurance) should serve the distinctive concerns and needs of all genders and ages,
- Provide access to safe and clean drinking water, and eating and resting areas free of charge, and where applicable, provide access to cooking and food storage areas,
- Provide an adequate number of safe, separate toilets with adequate level of privacy for all genders, and paper towels and washbasins with hand soap in all work areas,
- Ensure that when residential facilities are provided or mandated, they are clean and safe, and they meet all the basic
  needs of the workers,
- Provide effective and tailored Personal Protective Equipment (PPE) to all workers free of charge, taking the needs of different worker categories, such as pregnant and nursing women, into consideration,
- Compensate the damages incurred to the workers on the occasion that historical or actual failure of adherence to principles is identified.

10. No Child Labour

Business Partners shall:

- Not employ, directly or indirectly, children below the minimum age of completion of compulsory schooling as defined by law, which shall not be less than 15 years, unless the exceptions recognised by the ILO apply,
- Protect children from any form of exploitation,
- Establish robust age-verification mechanisms as part of the recruitment process, which may not be in any way degrading or disrespectful to the worker,
- Take special care and identify measures in a proactive manner in case of the dismissal and removal of children, to ensure the protection of affected children.

11. Special Protection for Young Workers

Business Partners shall:

- Ensure that young persons do not work at night and that they are protected against conditions of work which are prejudicial to their health, safety, morals, and development, without prejudice to the specific expectations set out in this principle,
- Remove young workers from any hazardous work or source of hazard immediately when such cases are identified, and redefine their scope of work without any loss of income,
- Ensure that (a) the kind of work is not likely to be harmful to young workers' health or development; (b) their working hours allow their attendance in school, their participation in vocational orientation approved by the competent authority or their capacity to benefit from training or instruction programmes,
- Set the necessary mechanisms to prevent, identify and mitigate harm to young workers, with special attention to the provision and access of young workers to effective operational grievance mechanisms and to Occupational Health and Safety trainings schemes and programmes specific to the needs of young workers.

12. No Precarious Employment

Business Partners shall:

- Ensure that, their recruitment process and employment relationships do not cause insecurity and social or economic vulnerability for their workers,
- Ensure that work is performed on the basis of a recognised and documented employment relationship, established in compliance with relevant national legislations, custom or practice, and international labour standards, whichever provides greater protection,
- Before entering employment, provide workers with understandable information in their own language and ensure that they are aware about their rights, responsibilities, and employment conditions, including working hours, remuneration and terms of payment in their own language,
- Aim at providing decent, and where relevant, flexible working conditions that also support workers, irrespective of gender, in their roles as parents or caregivers, including migrant and seasonal workers whose children may be left in their hometowns,
- 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 - (a) apprenticeship or training schemes where there is no intent to impart skills or provide regular employment, (b) seasonality or contingency work when used to undermine workers' protection, (c) labour-only contracting, and d) contract substitution,
- Not use subcontracting in a way that undermines the rights of workers.

13. No Bonded, Forced Labour or Human Trafficking

Business Partners shall:

- Not engage in, or through business partners, be complicit to, any form of servitude, forced, bonded, indentured, trafficked or non-voluntary labour, including state-imposed forced labour,
- Adhere to international principles of responsible recruitment, including the Employer Pays Principle, and require the same from their recruitment partners, when engaging and recruiting all workers, either directly or indirectly, especially members of vulnerable groups such as temporary and migrant workers, . As a minimum, this includes:
  - No recruitment fees and costs are charged to workers
  - Clear and transparent employment contracts
  - Workers' freedom from deception and coercion
  - Freedom of movement and no retention of identity documents
  - Access to free, comprehensive, and accurate information
  - Freedom to terminate contract, change employer, and safely return
  - Access to free dispute resolution and effective remedies
- Progressively compensate the damages incurred to the workers within a reasonable timeframe, and within the framework of the same international principles, if historical or actual failure of adherence to principles is identified.

14. Environmental Protection, Climate & Resource Responsibility

Business Partners shall:

- Implement a process- and risk-based environmental due diligence management system in their business practices, adjusted to the business model of the company. This can also be integrated into the overall due diligence management system,
- Comply with national environmental legislation, or with international standards where national legislation is weak or poorly enforced,
- Identify the environmental impacts of their operations, and implement adequate measures to prevent, mitigate and remediate adverse impacts on the surrounding communities, natural resources, climate, and the overall environment.
- Reduce energy and resource consumption where reasonably possible and promote efficient use of materials, water and energy;
- Prevent pollution and reduce waste, emissions and greenhouse-gas impacts through appropriate targets, measures and monitoring;
- Manage chemicals and hazardous substances responsibly and comply with applicable restrictions, storage, handling and disposal requirements;
- Promote recycled, responsibly sourced and lower-impact materials where technically, economically and legally appropriate;
- Consider circularity, durability, reuse and recyclability in products, packaging and production processes where relevant;
- Maintain relevant environmental data and evidence and provide it to Pandinavia upon reasonable request for due-diligence, customer or reporting purposes; and
- Work continuously to improve environmental performance and cooperate with Pandinavia on practical solutions to reduce environmental impacts.

15. Ethical Business Behaviour and Integrity

Business Partners shall conduct business lawfully, ethically and transparently and maintain appropriate controls to prevent, identify and address unethical conduct.

- **Bribery and corruption:** Not engage in corruption, extortion, embezzlement or bribery, including promising, offering, giving, requesting or accepting improper monetary or other advantages. Facilitation payments, kickbacks and other improper incentives are prohibited.
- **Conflicts of interest:** Avoid actual, potential or perceived conflicts of interest that could improperly influence business decisions. Relevant conflicts involving Pandinavia employees, representatives or business activities shall be disclosed transparently and without undue delay.
- **Fraud and falsification:** Not engage in fraud, deception, falsification or deliberate misrepresentation of business, financial, product, quality, social, environmental, audit or compliance information. Records, certificates, test reports and other evidence shall be accurate, complete and traceable.
- **Money laundering and unlawful financial transactions:** Not participate in or facilitate money laundering, terrorist financing or other unlawful financial transactions. Transactions shall have a legitimate business purpose, be appropriately documented and use transparent and traceable payment channels.
- **Internal controls and awareness:** Develop proportionate controls, programmes or measures based on company-specific risks and provide relevant workers with appropriate awareness, training and communication on ethical conduct.
- **Transparency and data protection:** Keep accurate information regarding activities, structure and performance and process personal and confidential information with appropriate care and in accordance with applicable privacy, information-security and regulatory requirements.

15.1 Practical examples

- **Gifts & bribery:** A supplier must not offer cash, kickbacks, excessive gifts, travel or personal benefits to Pandinavia employees to influence sourcing, pricing, quality, approval or supplier-selection decisions.
- **Conflict of interest:** A supplier shall disclose a close personal, family or significant financial relationship with a person involved in a Pandinavia business decision where that relationship could influence, or appear to influence, the decision.
- **Fraud:** Audit reports, certificates, test reports, invoices, origin information, working-time records, environmental data or sustainability evidence must never be falsified, manipulated or deliberately misrepresented.
- **Payments:** Requests to make payments to unrelated third parties, unusual accounts or jurisdictions without a clear business reason must be clarified before payment and must not be used to conceal unlawful transactions.

16. Responsible purchasing and mutual cooperation

Pandinavia recognises that responsible sourcing also depends on its own purchasing practices. We aim to work collaboratively and avoid purchasing practices that knowingly prevent suppliers from meeting lawful and responsible-business requirements.

- Suppliers are expected to raise concerns early where Pandinavia requirements, lead times, changes or commercial conditions could create material compliance risks.
- Both parties should cooperate on realistic corrective actions and continuous improvement where appropriate.

17. Monitoring, Evidence and Audit Rights

Suppliers shall monitor compliance with the principles of this Code within their own operations and, on a risk-based basis, within relevant parts of their upstream supply chain. Monitoring shall support transparency, due diligence and continuous improvement.

Pandinavia may verify compliance with this Code based on risk, supplier performance, identified concerns or other relevant due-diligence requirements. Suppliers shall cooperate transparently with Pandinavia and authorised verification partners and provide reasonable access to relevant facilities, information and evidence, subject to applicable law, confidentiality and data-protection requirements.

Verification and monitoring activities may include:

- document and evidence reviews, supplier self-assessments and desktop assessments;
- Corrective Action Plans (CAPs), root-cause analyses and follow-up evidence;
- remote or on-site assessments by Pandinavia;
- announced or, where contractually and legally permissible, unannounced audits by Pandinavia, amfori-related monitoring activities or qualified independent third parties;
- access to relevant production sites, workplaces and other facilities within the applicable assessment scope;
- access to relevant business records, licences, certifications, policies, payroll and working-time records, health and safety documentation, environmental records, test reports and other evidence reasonably required for the assessment;
- collection of appropriate documentary or photographic evidence where legally permissible;
- confidential on-site or off-site interviews with workers and worker representatives, without management interference, intimidation or retaliation; and
- follow-up assessments or verification activities to confirm that corrective actions have been implemented and are effective.

Where monitoring is conducted within the amfori BSCI framework, suppliers shall cooperate with the applicable amfori monitoring requirements and qualified third parties in accordance with the relevant official amfori BSCI rules and procedures.

Where confirmed supplier non-compliance gives rise to additional verification or qualified third-party audit activities, Pandinavia may require the Business Partner to bear reasonable related costs where contractually and legally permissible.

Suppliers shall also apply appropriate risk-based monitoring to relevant subcontractors, production sites, labour recruiters and upstream business partners involved in products or services supplied to Pandinavia and shall follow up identified non-compliance through appropriate corrective and preventive actions.

AUDIT INTEGRITY

The integrity of monitoring and verification activities must be protected at all times.

Refusal to cooperate, deliberate concealment of relevant information, falsification or manipulation of documents or evidence, coaching or intimidation of workers, interference with confidential interviews, or retaliation against persons participating in an assessment may itself constitute a serious compliance breach and may trigger escalation under this Code.

18. Non-compliance, corrective action and supplier escalation

Pandinavia applies a risk-based and proportionate escalation model. Improvement is preferred where credible and safe; however, the levels do not have to be followed sequentially. Severity, recurrence, transparency, cooperation, impact on affected persons and effectiveness of remediation determine the response.

Level	Measure	Typical trigger	Required action	Decision
0	Clarification / CAP	Minor or first-time deviation	Clarify facts; root-cause analysis; written CAP with owner and deadline	Purchasing / QM
1	Formal warning	Late/insufficient CAP or repeated deviation	Formal warning; binding improvement plan; enhanced monitoring	Head of Purchasing
2	Escalation meeting	Elevated risk, recurrence or ineffective actions	Management meeting; immediate actions, milestones, evidence and deadlines	Head of Purchasing + Supplier Mgmt.
3	Verification / audit	Evidence insufficient or elevated social/compliance/quality risk	Desktop review, Pandinavia on-site audit and/or qualified third-party audit	QM / External auditor
4	Business on Hold	Serious, repeated or unresolved non-compliance	No new business/approvals; open orders reviewed based on risk; release only after verified correction	Head of Purchasing / Mgmt.
5	Phase-out / termination	Critical breach, deception, refusal to cooperate or failed remediation	Delisting, controlled phase-out, non-renewal or termination within legal/contractual rights	Executive Management

18.1 Critical breaches

Pandinavia may move directly to a higher escalation level in cases such as suspected child labour, forced labour or human trafficking; imminent danger to life or health; bribery or corruption; fraud; money laundering, terrorist financing or other unlawful financial transactions; serious or deliberately undisclosed conflicts of interest; deliberate falsification or manipulation of audit, test, financial, product, social, environmental or compliance information or evidence; severe product-safety risks; systematic concealment of relevant information; retaliation against workers, whistleblowers or persons participating in an assessment; or refusal to cooperate with reasonable due-diligence, monitoring or verification activities. Where immediate disengagement could worsen harm to affected people, responsible remediation and transition will be considered.

18.2 Release after Business on Hold

- The cause, scope and affected products/sites are sufficiently understood.
- Corrective and preventive actions are implemented and documented.
- Effectiveness is verified through evidence, review or audit according to risk.
- The responsible Pandinavia function documents the release decision.

19. Reporting concerns and non-retaliation

Suppliers, workers and other relevant stakeholders are encouraged to report actual or suspected violations of this Code or other compliance concerns without fear of retaliation.

Concerns may be raised through the known Pandinavia business contact or directly and confidentially via the following reporting channel:

Pandinavia AG - Quality Management

E-mail: QM@pandinavia.ch

Reports may relate, for example, to suspected violations concerning human rights, working conditions, health and safety, environmental requirements, product safety, fraud, bribery or corruption, conflicts of interest, money laundering, falsification of information or other breaches of this Code.

- Reports shall be handled confidentially, fairly, objectively and promptly to the extent reasonably possible and in accordance with applicable law and data-protection requirements.
- Persons who raise concerns in good faith, as well as persons participating in an investigation or verification process, shall not be subject to retaliation, intimidation or disadvantage as a result of their participation.
- Reports will be reviewed by the responsible Pandinavia function and, where appropriate, investigated and followed by suitable corrective, preventive or escalation measures.
- Knowingly false or malicious allegations are not protected. However, a report made in good faith will not result in negative consequences merely because the concern cannot subsequently be substantiated.

20. Governance, review and document control

This SCoC is owned by the Head of Purchasing in cooperation with the functions responsible for Sustainability, Quality & Social and is approved by Pandinavia Executive Management. It is reviewed at least annually and additionally when relevant legal, standard, organisational, risk or customer requirements change.

- Material supplier assessments, CAPs, escalation decisions and release decisions shall be documented appropriately.
- Effectiveness of supplier management is reviewed using risk-based indicators such as findings, recurrence, CAP closure, audit results and escalations.
- Revisions are version-controlled and communicated to affected suppliers.

21. Reference framework

This Pandinavia Supplier Code of Conduct is informed by internationally recognised responsible-business principles, in particular the amfori BSCI Code of Conduct v.2021, International Labour Organization (ILO) conventions and recommendations, the UN Guiding Principles on Business and Human Rights, the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct, the UN Universal Declaration of Human Rights, and the principles of the UN Global Compact.

Applicable law and binding contractual requirements remain decisive.

22. Terms of Implementation

Business Partners shall apply the requirements of this Code throughout the life cycle of their relationship with Pandinavia and, where relevant, within their own supply chain:

- Before starting a business relationship: identify relevant legal, human-rights, social, environmental, product-safety and integrity risks and provide requested due-diligence information.
- During a business relationship: maintain compliance, monitor relevant risks, cascade applicable requirements, cooperate transparently and implement corrective actions and continuous improvement where needed.
- At the end of a business relationship: cooperate on a responsible transition and, where relevant, complete outstanding remediation, product-safety, documentation or legal obligations.

23. Information Management & Data Protection

- Business Partners shall maintain accurate and up-to-date information relevant to compliance with this Code and shall protect personal, confidential and commercially sensitive information in accordance with applicable data-protection and information-security requirements.
- Where a Business Partner participates in amfori BSCI or another sustainability, compliance or due-diligence platform at Pandinavia’s request, the applicable platform-specific requirements shall additionally be observed.
- Information obtained through monitoring, audits or grievance mechanisms may be shared with authorised third parties where necessary and legally permissible, subject to appropriate confidentiality, data-protection and purpose-limitation requirements.

24. Document history

Version	Effective	Change	Approval
1.0	March 27, 2026	Consolidated supplier CoC: Pandinavia governance, due diligence and supplier escalation framework	Kaspar Benz (Managing Director)
2.0	August 17, 2026	Update to new logo and corporate identity (CI)	Kaspar Benz (Managing Director)

25. Supplier acknowledgement

By signing, the supplier confirms that it has received and understood this Supplier Code of Conduct, will implement the requirements within its responsibility and sphere of influence, will cascade relevant requirements through its supply chain, and will cooperate with reasonable due-diligence and verification activities. Signature does not replace compliance with applicable law or additional contractual requirements.

Date ______________________________

Name of company ______________________________

Name ______________________________

Address ______________________________
____
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Signature ______________________________

Company Stamp / Seal ______________________________