

Code of Conduct for Suppliers

February 2025



Introduction

Solora is committed to managing and developing its business activities in a responsible and sustainable manner across the entire value chain. This Code of Conduct consists of a set of values for all employees of Solora, and the principles are translated into requirements in this Supplier Code of Conduct that Solora's suppliers must adhere to.

We encourage an open dialogue with all our suppliers and work with them to help them meet our requirements.

This Supplier Code of Conduct (CoC) describes the minimum standards for our suppliers, in addition to the applicable laws and regulations, and is an integral part of all agreements between the Supplier and Solora.

If there are differences between the requirements of the laws and regulations and this CoC, or between the supplier's own code of conduct and this CoC, the supplier must adhere to the stricter of the two.

The most recent version of this Supplier Code of Conduct is available at www.solora.be/gedragscode



In addition to acting in full compliance with all applicable permits, laws, and regulations, the Supplier must meet the following requirements.

General Obligations

The Supplier must:

- Comply with all applicable laws and regulations.
- Be able to demonstrate its commitment to and compliance with the requirements of this CoC or its own equivalent code of conduct, as well as all other relevant and applicable laws and regulations, through adequate management systems, policies, and guidelines, effective risk management, training, and allocation of sufficient resources. Measures should be aligned with the size and nature of the Supplier's activities.
- Ensure that its own suppliers meet the requirements of this CoC or their own equivalent code of conduct, and take full responsibility for the work of its own suppliers.
- Ensure that its employees, suppliers, local communities, and other relevant stakeholders have access to grievance channels where they can anonymously express concerns about potential misconduct regarding the requirements of this CoC. The Supplier must also have procedures in place to address these concerns and remedy any confirmed cases.
- Maintain transparent and accurate accounting and records to demonstrate compliance with the requirements of this CoC.

Responsible Business Practices

The Supplier must:

- Have zero tolerance for corruption in any form and must never accept or facilitate bribery.
- Avoid excessive business entertainment that could unduly influence business decisions.
- Avoid situations with its Suppliers and their employees where conflicts of interest could arise.
- Never participate in money laundering or financing terrorism or criminal activities, and comply with applicable trade embargo regulations.
- Compete honestly and in compliance with all applicable antitrust and competition laws, for example, by not making agreements on prices, sales volumes, market division, or customer allocation, and not sharing sensitive competitive information.
- Comply with relevant privacy laws and other associated regulations.
- Protect any entrusted confidential and sensitive information with care and ensure digital security by implementing adequate management measures
- Act in accordance with all rules and regulations regarding product safety as well as quality and due diligence requirements for all supplied goods, such as equipment, items, chemicals, and services, including rules defined by Solora, where applicable.

Health and Safety at Work (HSE)

The Supplier must:

- Comply with all applicable HSE and hygiene regulations as defined by Solara and ensure a safe and healthy work environment for its employees, visitors, and any subcontractors working on its behalf. Accommodation provided by the Supplier must be safe, comfortable, and healthy.
- Assign responsibility for HSE within the organization.
- Implement measures, including appropriate controls, work procedures, workplace inspections, emergency plans, and provision of safety equipment, to prevent hazards and accidents in the workplace.
- Monitor and record its HSE performance and hazards, and report and investigate all HSE-related incidents.
- Ensure that its staff receives appropriate HSE training, strive to raise awareness among employees and subcontractors regarding health and safety issues, and improve the safety culture through open communication.

Human and Labor Rights

The Supplier must:

- Respect all human rights and conduct due diligence on human rights to avoid and address any potential negative impacts.
- Offer equal opportunities to all its employees and not discriminate based on ethnicity, gender, disabilities, sexual orientation, religious or political beliefs, or other similar characteristics.
- Not tolerate any form of physical, psychological, verbal, or sexual violence or abuse against employees.
- Not employ workers under the age of 15 or the legally applicable minimum age in the country, whichever is higher, in accordance with ILO Convention 138 on child labor. If child labor is discovered, the Supplier must act in the best interest of the child.
- Ensure that employing young people above the minimum age but under 18 does not endanger their education, health, safety, or morals.
- Not use or benefit from any form of involuntary labor or debt bondage, including confiscating passports or other employee documents.
- Follow ethical recruitment practices and ensure that any recruitment agency acting on behalf of the Supplier also does so. Employees must have written labor contracts and should not be forced to pay recruitment fees.
- Fully acknowledge the right of employees to organize, form a union, and join or not join a union, as well as the right to engage in collective bargaining. If unions are not permitted, the Supplier must support other forms of employee representation.
- Pay employees at least the minimum wage and acknowledge employees' right to reasonable compensation. Overtime must be compensated at a premium rate or as defined by national legislation. Wages and overtime compensation must be paid regularly and directly to the employee.
- Apply normal working hours in compliance with applicable laws and collective agreements.

Environmental Protection

The Supplier must:

- Use resources efficiently and implement appropriate operational controls to minimize the negative impact on the environment. Depending on the industry, operational controls may cover topics such as emissions and energy use, water use and wastewater disposal, raw materials, pollution, and the storage and processing of chemicals, hazardous materials, and waste.
- Actively monitor, report, and seek to reduce greenhouse gas emissions resulting from its business activities and value chain.
- Strive to promote and improve transparency in its business models, product design, and operations.
- Understand how its business may impact biodiversity and, where applicable, take steps to protect biodiversity.
- Assign responsibility for environmental issues within its organization and ensure that its employees have the appropriate knowledge and tools to manage environmental concerns.
- Take proactive steps to prevent environmental incidents and be able to respond appropriately to such events with the correct preventive and corrective measures.
- Systematically handle violations and complaints regarding the environment and communicate them to relevant parties, including Solora, where applicable.
- Provide environmental performance data to Solora upon request as input for environmental assessments, product life cycle evaluations, and/or product declarations and labels.

Monitoring

The Supplier must allow Solora to verify compliance with the requirements of this CoC through dialogue, disclosure of information, or, if Solora deems necessary, an audit of the Supplier's activities. Such an audit will take into account the Supplier's interest in uninterrupted business operations and should not conflict with the Supplier's legal and contractual obligations.

If Solora determines that the Supplier is not in compliance with this CoC, Solora will specify which issues need to be corrected or improved. The Supplier must then take corrective actions in a timely manner and provide adequate evidence of improvements. However, Solora reserves the right to cancel outstanding orders, suspend future orders, and/or terminate the main contract with the Supplier in the event of a material breach of this CoC or if the Supplier refuses to implement corrective measures.

If the main contract between Solora and the Supplier, of which this CoC is an integral part (as an annex or by reference), contains separate termination provisions, both parties nonetheless understand that a violation of this CoC may be considered a material breach of the main contract, giving Solora the right to terminate the main contract.



The Supplier must immediately report any non-compliance with this CoC to Solora.

The Supplier and its employees may confidentially report their concerns to:

Solora's complaint portal:
www.solora.be/klachtenformulier