

VTK A/S

Supplier Code of Conduct

Ethical, social, environmental and supply-chain requirements for suppliers

Company	VTK A/S
Version	1.0
Effective date	2025
Review	When material requirements change

Purpose and scope

Responsible business conduct and sustainability are important elements of VTK A/S' supplier relationships. As a distributor, VTK A/S depends on suppliers to provide safe, compliant and responsibly produced goods and services, together with reliable product and sustainability information.

This Supplier Code of Conduct (the "Code") sets the minimum ethical, social, environmental, product-safety and supply-chain principles expected from companies, organisations and individuals supplying goods or services to VTK A/S (the "Supplier"). The Supplier is expected to apply these requirements proportionately to its activities, including relevant branches, production sites and subcontractors involved in goods or services supplied to VTK A/S.

The Code reflects internationally recognised principles concerning human rights, labour, environmental responsibility and anti-corruption and has been structured to align closely with the INPACS Supplier Code of Conduct. Where local law imposes stricter requirements, the stricter applicable requirement shall prevail.

1. Ethics

1.1 Compliance with law and sanctions

The Supplier shall comply with all laws and regulations applicable to its business and to the goods or services supplied to VTK A/S. This includes applicable trade restrictions, sanctions, embargoes, export controls and other mandatory legal requirements.

1.2 Fair competition

The Supplier shall conduct business in accordance with principles of fair competition and all applicable competition and antitrust laws. Agreements or practices intended to unlawfully restrict competition are prohibited.

1.3 Anti-corruption and bribery

The Supplier shall not tolerate or engage in corruption, bribery, extortion or other improper influence.

- No illegal payment, facilitation payment or similar benefit shall be offered to public officials or private business partners to influence a decision.
- No gift, hospitality or personal benefit that could reasonably be perceived as a bribe shall be offered to employees or representatives of VTK A/S.
- Gifts and entertainment must be lawful, proportionate, transparent and must never be intended to improperly influence a business relationship.

1.4 Anti-money laundering

The Supplier shall comply with applicable anti-money laundering laws and maintain appropriate measures to prevent money laundering and the use of funds from illegitimate sources.

1.5 Data protection

The Supplier shall protect personal data and process it in accordance with applicable data-protection legislation, including the EU General Data Protection Regulation (GDPR) where applicable.

1.6 Confidentiality and intellectual property

The Supplier shall respect confidential information and intellectual-property rights belonging to VTK A/S and third parties and shall take appropriate measures to prevent unauthorised disclosure, use, loss or infringement.

1.7 Reporting concerns

The Supplier shall provide appropriate means for employees to raise concerns, complaints or suspected unlawful or unethical conduct confidentially and without retaliation, intimidation or harassment. Reported concerns shall be assessed and investigated appropriately, and corrective action shall be taken where necessary.

1.8 Local communities

The Supplier shall respect the legitimate economic, social and environmental interests of local communities affected by its operations.

2. Labour and Human Rights

2.1 Human rights

The Supplier shall respect personal dignity, privacy and internationally recognised human rights and shall avoid causing, contributing to or knowingly benefiting from human-rights abuses.

2.2 Inclusion, diversity and equal remuneration

The Supplier shall promote equal opportunity and equal treatment and shall not discriminate on grounds including colour, nationality, ethnic or social origin, disability, sexual orientation, political or religious belief, gender, age or other protected characteristics. Equal remuneration for work of equal value shall be supported.

2.3 No harassment or coercion

The Supplier shall not tolerate sexual harassment, threatening, abusive, exploitative, degrading or coercive behaviour, whether verbal, physical or otherwise.

2.4 Fair working conditions

The Supplier shall provide lawful and adequate compensation, comply with applicable minimum-wage requirements and observe statutory limits and requirements concerning working time, rest periods and leave.

2.5 Responsible recruitment

Recruitment shall be fair, transparent and compliant with applicable law. Workers shall not be required to pay recruitment fees or related charges as a condition of employment. Employees shall receive written employment terms, or otherwise have their employment conditions explained in a language they understand.

2.6 Forced or compulsory labour

Forced, bonded, trafficked, prison or compulsory labour is prohibited. No person shall be employed against their will. Practices such as withholding passports or identity documents, threats, extortion or unreasonable restrictions on freedom of movement are prohibited.

2.7 Child labour

The Supplier shall comply with applicable minimum-age laws and shall not employ persons below the minimum age permitted by applicable law and relevant ILO principles. Hazardous work and the worst forms of child labour are prohibited for persons under 18, including work likely to harm health, safety or morals, sexual exploitation, pornography, drug trafficking or other illicit activities.

2.8 Freedom of association and collective bargaining

The Supplier shall respect lawful freedom of association and the effective recognition of the right to collective bargaining in accordance with applicable law.

2.9 Health and safety

The Supplier shall provide a safe and healthy working environment and take appropriate measures to prevent accidents, occupational diseases and exposure to chemical, biological and physical hazards.

- Relevant employees shall receive appropriate health-and-safety training and suitable personal protective equipment where required.
- The Supplier shall identify relevant workplace and emergency risks and maintain proportionate emergency preparedness, response procedures and training.

2.10 Land, livelihood and unlawful eviction

The Supplier shall not participate in unlawful eviction or unlawful deprivation of land, forests or waters where such resources secure a person's livelihood.

2.11 Security forces

Where private or public security forces are used, the Supplier shall ensure appropriate instruction and control so their use does not contribute to torture, cruel or degrading treatment, unlawful injury or interference with lawful freedom of association.

2.12 Prevention of other serious human-rights violations

The Supplier shall avoid any action or omission that could foreseeably result in a serious violation of legally protected human rights and shall take appropriate preventive or remedial action where such risks are identified.

3. Product Safety and Compliance

Goods supplied to VTK A/S shall comply with all applicable legal requirements in the intended country of destination, including requirements concerning packaging, labelling, product safety, consumer protection and product liability.

- Goods shall conform to agreed descriptions, specifications, quality requirements and approved samples, where applicable, and shall be fit for their intended purpose.
- Relevant product-handling, storage, use and safety requirements shall be communicated accurately.
- Goods shall comply with contractual requirements and shall be free from material manufacturing or design defects.
- Specifications, drawings, samples, designs and other technical information provided by the Supplier shall be accurate and appropriate for the intended use.
- Safety, chemical and environmentally relevant documentation, including documentation for hazardous substances, shall be supplied proactively where legally required and otherwise promptly upon legitimate request.

4. Environment

4.1 Environmental compliance

The Supplier shall comply with applicable environmental laws, permits and relevant international environmental standards applicable to its activities and products.

4.2 Resource efficiency

The Supplier should systematically seek to reduce the use of energy, water and raw materials and improve resource efficiency across relevant stages of the product or service life cycle.

4.3 Biodiversity, pollution and critical substances

The Supplier shall seek to prevent harmful environmental impacts and, where feasible, favour environmentally preferable raw materials and processes.

- The Supplier shall prevent unlawful or materially harmful soil, water and air pollution, harmful noise emissions and excessive water consumption that could endanger health, food production, drinking-water access or sanitation.
- Where relevant to its operations, the Supplier should seek to reduce releases of micropollutants and microplastics to wastewater and the environment.

4.4 Mercury

The Supplier shall comply with applicable restrictions arising from the Minamata Convention and related legislation concerning mercury-added products, use of mercury and mercury compounds in manufacturing processes and treatment of mercury waste.

4.5 Persistent organic pollutants and restricted chemicals

The Supplier shall not unlawfully produce or use chemicals prohibited under applicable legislation implementing the Stockholm Convention on Persistent Organic Pollutants and shall comply with other applicable chemical restrictions.

4.6 Waste management

Waste shall be handled, collected, stored, transported and disposed of in an environmentally sound and legally compliant manner. The Supplier shall not engage in unlawful handling of hazardous or persistent-organic-pollutant waste.

4.7 Transboundary movement of hazardous waste

The Supplier shall comply with applicable requirements implementing the Basel Convention and shall not unlawfully export or import hazardous waste.

4.8 Waste reduction and circular economy

The Supplier should actively reduce waste and support circular-economy principles, including through recyclable or reusable products and packaging, recycled content where appropriate and facilitation of recycling or recovery of valuable materials.

4.9 Greenhouse-gas emissions

The Supplier should measure and work to reduce greenhouse-gas emissions associated with its business activities, proportionate to its size, impact and available data.

4.10 Renewable energy

Where feasible and proportionate, the Supplier should increase the use of renewable energy sources within its operations and consider renewable energy and energy efficiency across relevant product life-cycle stages.

4.11 Conflict minerals

Where conflict minerals or minerals covered by applicable responsible-minerals legislation are relevant to supplied products, the Supplier shall conduct appropriate due diligence and provide relevant information upon request, including recognised reporting templates or equivalent documentation where applicable.

5. Transparency and Disclosure

5.1 Sustainability information and reporting

The Supplier shall provide sustainability information truthfully and transparently and comply with applicable sustainability-reporting obligations, including the Corporate Sustainability Reporting Directive (CSRD) where applicable to the Supplier.

5.2 Product and sustainability data

To enable VTK A/S to meet regulatory requirements and provide appropriate information to customers, the Supplier shall provide relevant product and packaging data concerning environmental and sustainability characteristics.

- Relevant data may include ingredients/material composition, recyclability, recycled content, packaging composition, certifications, environmental labels, product carbon footprint and other applicable sustainability attributes.
- Data shall be supplied when changes occur and, at the latest, upon reasonable request from VTK A/S.
- Where greenhouse-gas or carbon-footprint data is provided, recognised methodologies such as the Greenhouse Gas Protocol or other applicable standards should be used where relevant.
- Suppliers should establish effective environmental or climate reduction targets proportionate to their activities and be able to demonstrate progress where such targets are communicated.
- Data supplied to VTK A/S shall be reliable, comparable and verifiable to the extent reasonably possible.

5.3 Verification and audits

VTK A/S reserves the right, where reasonably necessary and proportionate to risk, to request information or documentation demonstrating compliance with this Code. In cases of material risk, suspected serious breach, legal requirement or material customer requirement, VTK A/S may request a reasonable audit or assessment of relevant facilities, records or processes, subject to reasonable notice, confidentiality obligations, applicable law and appropriate protection of third-party information.

The Supplier shall cooperate reasonably with such verification activities and provide relevant supporting documentation without undue delay.

5.4 Breaches, corrective action and cooperation

- The Supplier shall inform VTK A/S without undue delay, where legally permissible, of material breaches of this Code or material legal, administrative or investigative actions that may affect goods or services supplied to VTK A/S or create significant human-rights, environmental, compliance or reputational risk.
- Where credible public allegations concern a material breach relevant to VTK A/S, the Supplier shall provide appropriate information or a written response upon reasonable request.
- If a human-rights or environmental due-diligence violation has occurred or is imminent, the Supplier shall take timely and appropriate action to prevent, stop or minimise the violation.
- Where a material breach cannot be remedied immediately, the Supplier shall establish a corrective action plan with clear measures and a reasonable timetable.
- The Supplier shall implement appropriate preventive measures to reduce recurrence and, where the issue concerns its own supplier, use reasonable leverage to support remediation.
- For severe or persistent violations, the Supplier shall consider proportionate measures within its own supply chain, which may include suspension or termination of the relevant business relationship where remediation is unsuccessful or no adequate mitigating measure is available.

5.5 Training

The Supplier shall provide relevant employees with appropriate training or information concerning human-rights, environmental, ethical, safety and compliance requirements relevant to their roles and to this Code.

6. Supply Chain

6.1 Suppliers and subcontractors

The Supplier shall communicate equivalent principles to relevant suppliers and subcontractors involved in goods or services supplied to VTK A/S and shall use reasonable efforts to ensure that material supply-chain partners comply with comparable ethical, social, environmental and compliance standards.

6.2 Supply-chain regulation

The Supplier shall comply with applicable laws and regulations concerning supply-chain management, including applicable human-rights and environmental due-diligence obligations and product-specific supply-chain requirements.

7. Supplier Confirmation

By signing this Code, the Supplier confirms that:

1. The Supplier has received and reviewed the VTK A/S Supplier Code of Conduct and commits to comply with its principles and requirements where applicable.
2. The Supplier acknowledges that compliance with this Code may form part of VTK A/S' supplier selection, evaluation and ongoing supplier-management processes.
3. The Supplier will communicate equivalent principles to relevant suppliers and subcontractors and use reasonable efforts to promote compliance throughout its own supply chain.
4. The Supplier will cooperate in good faith with reasonable requests from VTK A/S for information, documentation, corrective action or proportionate verification relating to this Code.

5. Material or repeated non-compliance may lead to corrective-action requirements and, where a serious breach is not remedied within a reasonable period or immediate action is justified by law or severity, may affect or result in termination of the commercial relationship, subject to applicable contracts and law.
6. This Code does not replace applicable commercial contracts. Governing law and jurisdiction remain as agreed in the relevant contract or purchase terms; where no such agreement exists, applicable law shall determine the relevant legal framework.
7. VTK A/S may update this Code to reflect material changes in legislation, recognised sustainability principles, INPACS requirements or VTK A/S' own compliance framework. Material changes will be communicated to affected suppliers.

Acknowledgement

Supplier company	
Name	
Title / Position	
Place and date	
Signature	
Company stamp (if applicable)	

Document note: This Code is intended to establish VTK A/S' supplier expectations and should be applied together with applicable law, contracts and purchase terms.