



SUPPLIER

Code of Conduct

2026

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FINLAND

BEVENIC



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Jukka Rautiainen CEO

Bevenic Oy's procurement strategy is based on our company values and responsible business conduct. Our values guide all our daily operations and provide clear direction also for procurement and supplier collaboration. Our objective is to ensure that procurement supports Bevenic's sustainable growth, competitiveness, and delivery reliability—while adhering to the highest ethical and responsible standards.

We are committed to being a responsible employer and company. We follow ethical principles that reflect our commitment to ethical business practices, social responsibility, and environmental responsibility. This responsibility extends throughout our entire supply chain: we expect our suppliers to share these principles and operate transparently, safely, and sustainably. Our operations are guided, among other things, by the principles of the UN Global Compact, which shape our approach to human rights, labour rights, environmental responsibility, and anti-corruption.

The purpose of our procurement strategy is to ensure that Bevenic's suppliers understand our expectations and commit to shared operating principles. Our supplier network is a key part of our competitiveness, and therefore we expect active cooperation, continuous development, and, where necessary, training and support to meet responsibility and sustainability requirements.

We thank all our partners for their commitment to high standards of responsibility and quality. Together, we build a supply chain that supports Bevenic's strategic objectives and values in the long term.

BEVENIC

1. Introduction and Scope

This Supplier Code of Conduct defines the minimum requirements that all suppliers, subcontractors, service providers, and other business partners of Bevenic Group Oy and its group companies, including Bevenic Oy (hereinafter “Bevenic”), are expected to comply with their business operations with Bevenic.

This Code applies to all supplier operations, employees, representatives, subcontractors and parts of the supply chain insofar as they relate to products, services, or other deliveries provided to Bevenic.

The supplier shall ensure that the relevant requirements of this Code are also implemented, where applicable, within its own supply chain.

2. Compliance with Laws and Ethical Principles

The supplier shall comply with all applicable local, national, EU, and international laws, regulations and guidelines issued by competent authorities, including those related to labour, the environment, occupational health and safety, data protection, competition, sanctions, export control, and customs.

If local legislation sets lower requirements than this Code, the supplier is expected to follow this Code to the extent permitted by applicable law.

3. Ethical Business Conduct

3.1. Prohibition of Corruption and Bribery

All forms of bribery, fraud, extortion, embezzlement, improper influence, money laundering, and corruption are prohibited. The supplier shall not directly or indirectly offer, promise, give, request, or accept any gifts, payments, benefits, or other advantages intended to improperly influence a business decision or the actions of a public authority.

3.2. Conflicts of Interest

The supplier shall avoid conflicts of interest and promptly notify Bevenic of any actual or potential conflicts where personal, financial, or other interests or relationships may influence, or appear to influence, business with Bevenic.

3.3. Intellectual Property and Confidentiality

The supplier shall protect confidential information, trade secrets, technical data, documents, materials, and intellectual property of Bevenic and its customers. Such information shall not be used or disclosed with proper authorization and solely for the purposes agreed with Bevenic.

3.4. Competition Law

The supplier shall comply with applicable competition laws and shall not participate in cartels, price-fixing, market sharing, bid-rigging, the exchange of commercially sensitive information between competitors, or any other practice that restricts competition.

4. Human Rights and Fundamental Principles of Working Life

4.1. Respect for Human Rights and Fundamental Labour Principles

The supplier shall respect internationally recognized human rights and fundamental labour principles, including those of the International Labour Organization (ILO). The supplier shall take appropriate measures to ensure that neither its operations nor its supply chain contribute to human rights violations.

4.2. Compliance with Laws and Regulations

The supplier shall comply with all applicable labour and social legislation, including regulations related to working hours, rest periods, wages, employment terms, and health and safety.

4.3. Freedom of Association and Workers' Rights

Employees have the right to form and join trade unions, choose their representatives, and bargain collectively without fear of retaliation. The supplier shall respect and enable this right.



If local legislation restricts these rights, the supplier shall allow alternative lawful forms of employee representation and dialogue.

4.4. Documentation and Transparency

The supplier shall maintain appropriate records and documented practices related to labour conditions and shall be able to provide reliable information on working conditions and its supply chain upon request.

4.5. Respect for Human Rights

The supplier shall respect internationally recognized human rights and ensure that its operations do not contribute to human rights violations.

4.6. Prohibition of Child Labour

Child labour shall not be used at any stage of production, service provisions, or the supply chain. Young workers may only be employed in accordance with applicable law and shall not perform hazardous work, night work, or work that could harm their health, safety, education, or development.

4.7. Prohibition of Forced Labour and Human Trafficking

All forms of forced labour, exploitation, debt bondage, coercion, and human trafficking are strictly prohibited. Employees must have the right to freedom of movement and control over their personal documents. The supplier shall not retain employees' identity documents, charge recruitment fees to employees, or otherwise restrict employees' ability to leave employment in accordance with applicable law.

4.8. Non-Discrimination and Equality

The supplier shall not discriminate based on age, gender, ethnicity, language, religion, belief, political or other opinion, nationality, disability, sexual orientation, or any other personal characteristic or unjustified reason. All employees must be treated fairly and with respect.

4.9. Wages and Employment Conditions

Employees shall be paid at least the wages, allowances, overtime compensation, and benefits required by applicable law and collective agreements. Wages must be paid on time and employees must be provided with understandable information on how wages are determined.

The supplier shall also strive to promote wages that support a reasonable livelihood for employees and their families, considering local conditions.

Overtime must be lawful and compensated in accordance with applicable laws, collective agreements, and employment contracts.

4.10. Working Hours and Rest Periods

Working hours shall not exceed the limits set by applicable laws, collective agreements, or other binding regulations. The supplier shall ensure daily and weekly rest periods and annual leave in accordance with applicable regulations. Records of working hours, rest periods, and overtime shall be maintained accurately and reliably.

5. Occupational Health and Safety

The supplier shall provide safe, healthy, and appropriately equipped working conditions and comply with all applicable occupational health and safety laws and regulations.

The supplier shall identify and assess workplace health and safety risks and implement appropriate measures to prevent accidents, occupational diseases, and hazardous situations. Emergency preparedness shall include first aid arrangements, evacuation routes, and appropriate training.

The supplier shall ensure proper assessment, handling, labelling, and storage of chemicals and hazardous substances and provide employees with necessary personal protective equipment and training.

6. Environmental Responsibility and Responsible Materials

6.1. Compliance with Environmental Legislation

The supplier shall comply with all applicable environmental, chemical, waste, product safety, and recycling regulations, including, where applicable, requirements under REACH, RoHS, and WEEE.

6.2. Minimisation of Environmental Impact

The supplier shall identify, manage, and strive to reduce environmental impacts, including energy consumption, emissions, waste, chemical risks, water usage, and natural resource use. Waste, chemicals, and hazardous substances shall be handled safely and in accordance with applicable law.

6.3. Responsible Materials

The supplier shall comply, where applicable, with regulations and international guidelines on the responsible sourcing of minerals and materials, including EU conflict minerals regulation and OECD due diligence guidance.

If tin, tantalum, tungsten, gold (3TG), or other high-risk materials are used in the supplier's products or supply chain, the supplier shall, upon request, provide appropriate documentation on their origin and responsible sourcing.



7. Supply Chain Responsibility

7.1. Subcontractors

The supplier shall incorporate the relevant requirements of this Code into agreements with subcontractors and other supply chain partners, monitor compliance on a risk-based basis, and take appropriate action if non-compliance is identified.

7.2. Traceability

The supplier shall be able to provide reliable documentation on the origin of materials, components, production, subcontracting, and the supply chain upon request.

7.3. Due Diligence

The supplier shall implement risk-based due diligence to identify, prevent, mitigate, monitor, and where necessary, remediate adverse impacts related to human rights, labour rights, the environment, and business ethics.

The scope of due diligence shall be proportionate to the supplier's size, nature of operations, supply chain risks, and the significance of supplied products or services.



8. Sanctions and Export Control

The supplier shall comply with all applicable sanctions, export controls, import restrictions, and customs regulations.

The supplier shall ensure that neither it nor its owners, managements, subcontractors, logistics chain, end users, or delivery destinations are subject to applicable sanctions or restrictions. The supplier shall not engage in any activity intended to circumvent applicable sanctions, export controls, import restrictions, or customs regulations.

The supplier shall not supply products, services, software, technology, or technical assistance in violation of sanctions or export control laws.

The supplier shall promptly inform Bevenic of any risks related to sanctions or export control and provide evidence of compliance upon request.

9. Information Security, Data Protection and Confidentiality

The supplier shall comply with all applicable laws and regulations concerning data protection, information security, and the processing of personal data.

The supplier shall protect the data of Bevenic, its customers, and other stakeholders by implementing appropriate technical and organisational measures.

If the supplier processes personal data on behalf of Bevenic, a separate written data processing agreement must be concluded before processing begins. Sub-processors may only be used with Bevenic's prior written consent.

The supplier shall notify Bevenic without undue delay of any personal data breach, information security incident, or other event that may compromise the confidentiality, integrity, or availability of Bevenic's data.

10. Reporting Channels, Transparency and Audits

10.1. Reporting Channel

The supplier shall, where required by law or appropriate to the nature and size of its operations, maintain a confidential reporting channel or equivalent procedure allowing employees and stakeholders to report suspected violations without fear of retaliation.

Retaliation, discrimination, or any adverse treatment against persons who report concerns in good faith is prohibited.

10.2. Transparency

The supplier shall provide truthful, up-to-date, and sufficient information upon request to enable Bevenic to assess compliance with this Code, including information on its operations, working conditions, supply chain, environmental impacts, and corrective actions where relevant.

10.3. Audit Rights

Bevenic has the right to assess and audit the supplier's operations, either directly or through an authorised third party. This may include document reviews, questionnaires, interviews, or site visits.

Audits will be conducted with reasonable notice and without unnecessary disruption, respecting confidentiality and data protection. In serious or urgent cases, Bevenic may require an accelerated investigation.

11. Handling of Non-Compliance and Termination

If a breach is detected or suspected, the supplier shall promptly investigate the matter and provide Bevenic with a corrective action plan, including a description of the breach, corrective measures, responsible persons, and a timeline.

The supplier shall implement the corrective actions within the agreed timeline and demonstrate their completion to Bevenic. Bevenic may suspend orders, deliveries or cooperation if the breach is material or if corrective actions are not implemented as agreed.

Bevenic has the right to terminate the relevant contract or business relationship with immediate effect in the event of a serious violation, such as child labour, forced labour, human trafficking, bribery, sanctions breaches, serious data breaches, or significant or repeated violations related to human rights, health and safety, or the environment.



12. Acceptance

By signing, the supplier confirms that it has reviewed and agrees to comply with this Supplier Code of Conduct in all business with Bevenic. The supplier further undertakes to ensure that these requirements are reflected in its own supply chain where applicable.

SUPPLIER NAME: _____

ADDRESS: _____

POSTAL CODE: _____

COUNTRY: _____

PLACE AND DATE: _____

SIGNATURE: _____

TITLE: _____

STAMP (if available)

Please return the signed document with all pages scanned to your contact person at Bevenic Oy



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