

# CODE OF CONDUCT

## ***VIKING***

February 2024

## **DEAR PARTNER**

At Viking we are committed to running a responsible business that respects people, society, and the environment. Our Code of Conduct ensures that our products are produced under responsible conditions, and we expect our partners – suppliers, subcontractors, agents, and other business partners – to operate and act with responsibility in all aspects of their business.

As a member of Ethical Trade Norway since 2007 we are committed to actively work with due diligence for responsible business conduct. Our approach implies having in place processes for preventing and addressing adverse impacts on human and labor rights, the environment, including climate, anti-corruption, and animal welfare. This includes conducting risk assessments to identify potential negative impacts on people, society, and the environment in our own business and throughout the supply chain, and we require our partners to follow the same approach.

We recognize that establishing the required standards and processes outlined in this Code of Conduct requires both time and resources. We focus on our partners' ability and willingness to demonstrate continuous improvements in meeting the requirements of the Code, and we are confident that cooperation and transparent dialogue can result in a more sustainable partnership from which both parties will benefit. We ask our partners to implement the standards, processes, and requirements of this Code of Conduct in their own operations, and to work with their suppliers and business partners to implement the policies, standards, and processes of the Code.

This Code of Conduct is based on internationally agreed conventions and sets out a minimum standard. All partners, and their suppliers, are expected to comply with local and national legislation, regulations, and applicable practices and industry standards as relevant to their business.

Please refer to the enclosed Code of Conduct for more information about the specific requirements. If you have any questions regarding this letter, or our Code of Conduct, please do not hesitate to contact our offices.

With kind regards,

**Viking**

# **CODE OF CONDUCT**

## **Viking Outdoor Footwear AS**

### **Appendix 2**

## **INTRODUCTION**

At Viking Outdoor Footwear AS and all our daughter companies (from now on known as Viking), we promote decent working conditions, animal welfare, and high environmental standards in our supply chains. We cooperate closely with our suppliers and business partners in pursuit of this aim. Accordingly, this Code of Conduct illustrates what we expect of our suppliers and business partners. The Code of Conduct covers human rights, workers' rights, animal welfare, the environment and corruption.

Viking is a member of the Ethical trade Norway (EtN), a membership organisation for private and public enterprises and organisations. EtN is a resource center and an advocate for ethical trade practices. Viking reports annually to EtN. This report is made publicly available. Viking aims to continuously improve policies and practices that supports suppliers in complying with this Code of Conduct.

## **PRINCIPLES**

Viking's suppliers are to supply goods and services that are produced in compliance with the Code of Conduct. Moreover, the suppliers are to communicate the Code of Conduct to their sub-suppliers, and to monitor implementation. The Code of Conduct is a mandatory requirement that all our suppliers, including sub-suppliers, must follow. This Code of Conduct does not address all situations that may arise. It sets out general principles rather than a complete set of detailed rules to cover all situations.

A supplier must be able to document compliance with the Code of Conduct at Viking's request. Such documentation may take the form of self-declaration, follow-up meetings, and/or inspections of the working conditions at production sites. The supplier will be obliged to name and provide contact information for any sub-supplier that Viking wishes to inspect.

The supplier shall promptly notify Viking in writing should the supplier detect any breach of the clauses in the Code of Conduct. In the event of a breach of the Code of Conduct, Viking and the supplier will jointly prepare a plan for remedying the breach. Remediation must take place within a reasonable period of time.

The contract will only be terminated if the supplier remains unwilling to remedy the breach following repeated enquiries. Such termination shall be effective from the time stated in a written termination notice from Viking.

## **REQUIREMENTS RELATING TO OWN PRACTICE**

Our policy for [Responsible Business Conduct](#) forms the basis for our work with sustainability, also in the supply chain. We strive to improve our own policies and practices where relevant.

You will find more information about our sustainability work [here](#).

When new suppliers are selected, emphasis will be given to social and environmental standards.

Neither Viking nor any of its employees shall ever offer or accept illegal or unlawful monetary gifts or other forms of remuneration in order to secure business-related or private benefit, or benefit for customers, agents, or suppliers.

Viking and Viking's suppliers shall avoid partners that operate in countries subject to international boycott by the United Nations and/or Norwegian Authorities.

## **REQUIREMENTS TO SUPPLY CHAIN CONDITIONS**

This Code of Conduct is based on internationally acknowledged UN and ILO conventions, The Five Provisions defined by the WOH, and sets out a minimum standard that aims to respect and follow international laws throughout a products supply chain. The employment legislation applicable to the place of production must be respected. Where national laws and regulations cover a topic that is also dealt with in this Code of Conduct, the higher standard shall apply.

Viking's suppliers are to carry out risk assessments to identify potential negative impacts on people, animals, society and the environment and to stop, prevent and reduce such impacts.

Suppliers shall have a system in place to manage complaints related to human rights, labour rights, animal welfare, the environment and corruption.

### **1. Forced and Compulsory labour ( ILO Conventions Nos. 29 and 105)**

1.1 There shall be no forced, bonded or involuntary prison labour.

1.2 Workers shall not be required to lodge "deposits" or identity papers with their employer and shall be free to leave their employer after reasonable notice.

### **2. Freedom of Association and the Right to Collective Bargaining (ILO Conventions Nos. 87, 98, 135 and 154)**

2.1 Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively. The employer shall not interfere with, obstruct, the formation of unions or collective bargains.

2.2 Workers representatives shall not be discriminated and shall have access to carry out their representative functions in the workplace.

2.3 Where the right to freedom of association and collective bargaining is restricted under law, the employer shall facilitate, and not hinder, the development of alternative forms of independent and free workers representation and negotiations.

### **3. Child Labour (*UN Convention on the Rights of the Child, ILO Conventions Nos. 138, 182 and 79, and ILO Recommendation No. 146*)**

3.1 The minimum age for workers shall not be less than 15 and comply with:

- i. The national minimum age for employment, or;
- ii. The age of completion of compulsory education

Whichever of these is higher. If local minimums is set as 14 years in accordance with developing country exceptions under ILO Convention 138, this lower age may apply.

3.2 There shall be no recruitment of child labour defined as any work performed by child younger than the age(s) specified above.

3.3 Children and young persons under the age of 18 shall not be engaged in labour that is hazardous to their health, safety or morals, including night work.

3.4 Policies and procedures for remediation of child labour prohibited by ILO conventions no. 138 and 182, shall be established, documented, and communicated to personnel and other interest parties. Adequate support shall be provided to enable such children to attend and complete compulsory education.

3.5 New recruitment of child labour in infringing of the above mentioned conventions is unacceptable. If child labour, as described above, is already in existence, sustained efforts shall be made to redress the situation as quickly as possible. However, the children concerned shall be given the possibility of earning a livelihood, as well as acquiring an education until they are no longer of compulsory school age.

### **4. No Discrimination (*ILO Conventions Nos. 100 and 111 and the UN Convention on Discrimination Against Women*)**

4.1 There shall be no discrimination at the workplace in hiring, compensation, access to training, promotion, termination or retirement based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

4.2 Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.

### **5. No Harsh or Inhumane Treatment**

5.1 Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, is prohibited.

### **6. Health and Safety (*ILO Convention No. 155 and ILO Recommendation No. 164*)**

6.1 The working environment shall be safe and hygienic, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Hazardous chemicals and other substances shall be carefully managed. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

6.2 Workers shall receive regular and documented health and safety training, and such training shall be repeated for new or reassigned workers.

6.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

6.4 Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.

## **7. Wages (ILO Convention No. 131)**

7.1 Wages and benefits paid for a standard working week shall as minimum meet national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs *and to provide some discretionary income*.

7.2 All workers shall be provided with a written and comprehensible contract outlining their wage conditions and method of payments before entering employment.

7.3 Deductions from wages as a disciplinary measure shall not be permitted.

## **8. Working Hours (ILO Convention No. 1 and 14)**

8.1 Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. Weekly working hours should not on a regular basis be more than 48 hours per week.

8.2 Workers shall be provided with at least one day off for every 7 day period.

8.3 Overtime shall be limited and voluntary. Recommended maximum overtime is 12 hours per week, i.e. that the total working week including overtime shall not exceed 60 hours. Exceptions to this are accepted when regulated by a collective bargain agreement.

8.4 Workers shall always receive overtime pay for all hours worked over and above the normal working hours (see 8.1 above), minimum in accordance with relevant legislation.

## **9. Regular Employment**

9.1 Obligations to employees under international conventions, national law and regulations concerning regular employment shall not be avoided through the use of short term contraction (such as contract labour, casual labour or day labour), sub-contractors or other labour relationships.

9.2 All workers are entitled to a contract of employment in a language they understand.

9.3 The duration and content of apprenticeship programmes shall be clearly defined.

## **10. Marginalized Populations**

10.1. Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas, use of water or other natural resources on which these populations are dependent.

## **11. Environment**

11.1. Measures to minimize adverse impact on human health and the environment shall be taken into consideration throughout the value chain. This includes minimizing pollution, promoting an efficient and sustainable use of resources, including energy and water, and minimizing greenhouse gas emissions in production and transport. The local environment at the production site shall not be exploited or degraded.

11.2 National and international environmental legislation and regulations shall be respected and relevant discharge permits shall be obtained where required.

11.3 No product purchased by Viking may contain chemical compounds banned according to EU's chemicals legislation, incl. REACH, the persistent organic pollutants regulation and the Biocidal product regulation. No chemical compounds forbidden in the country of manufacture, may be used in production.

11.4 PFC's/PFAS's: Viking has decided, effective January 1st 2024, that no product or packaging purchased by Viking may contain Per Fluorinated Chemicals (PFC's). As of January 1st 2025, Viking have decided that no product or packaging purchased by Viking may contain Per- and Polyfluorinated Substances (PFAS's). 11.5 The local environment at the production site shall not be excessively exploited or degraded by pollution. Hazardous chemicals and other harmful substances shall not be dumped in the natural environment.

11.6 Responsible forestry: Viking is a member of FSC (Forest Stewardship Council) and urge its suppliers and sub-suppliers to source deforestation-free, environmentally-conscious and socially responsible natural rubber and paper/cardboard certified by FSC. All use of cellulose for shoeboxes, labels, cardboards, and paper must be FSC certified. As of December 31st 2024, all products with natural rubber needs to obtain geo-localization coordinates (latitude and longitude of all plots of land) from where the commodities or products were produced or harvested, as well as the date or time range of production, according to the EUDR requirements.

## **12. Corruption**

12.1 Corruption in any form is not accepted, including bribery, extortion, kickbacks and improper private or professional benefits to customers, agents, contractors, suppliers or employees of any such party or government officials.

### **13. Management systems of suppliers**

The management system is key to the implementation of the Code of Conduct. Viking emphasises the importance of suppliers having systems that support such implementation. Viking's expectations in this regard are summed up in the following measures:

13.1 The supplier must make the Code of Conduct known in all relevant parts of its organisation and appoint a relevant employee as responsible for the implementing of the Code of Conduct as a part of the supplier's business.

13.2 The supplier must make sure the Code of Conduct is well known in all relevant parts of its organisation.

13.3 The supplier must obtain Vikings's consent prior to outsourcing production or parts of production to a sub-supplier/contractor, if this has not been agreed in advance.

13.4 The supplier must be able to give an account of where goods ordered by Viking are produced.

### **14. Animal welfare**

Viking is committed to ensure animal welfare and is concerned about the ethical perspective on use of animal material for Viking's products:

14.1 Viking do not accept any animal abuse in any kind and is against animal testing.

14.2 Leather used in Viking's products shall only be obtained from utility animal, such as pigs, sheep and cattle, and must be a co-product from animals that have been bred for the food industry. All leather must have a Certificate of Origin, must either be LWG gold or silver rated, or recycled, preferably by GRS or RCS. As of December 31st 2024, all leather products needs to obtain geo-localization coordinates (latitude and longitude of all plots of land) from where the commodities or products were produced or harvested, as well as the date or time range of production, according to the EUDR requirements.

14.3 Viking has a ban on Cow hides from India and leather from the Amazonas. Leather that at any stage of the tanning process has been treated/processed in Bangladesh is prohibited.

14.4 Any animal product cultivated with farming practices that violate animal welfare are boycotted by Viking.

14.5 Viking rejects any use of animal fur and only synthetic fur is used for production purpose.

14.6 Viking do not accept wool obtained with the process of mulesing. All wool qualities must have a Certificate of Origin, and preferably be certified IWTO, RWS, ZQ or similar, to ensure that the wool used in Viking's production are mulesing free.

14.7 Down used in Viking products shall only be used if it is from birds originally slaughtered for the meat market.



14.8 All business partners of Viking are encouraged to follow this practice.

**15. Other**

15.1 Cotton from Uzbekistan is not to be used in any products delivered to Viking. Cotton, or any other material harvested, produced, or processed from the Xinjiang region in China shall not be used for Viking.

15.2 All business partners of Viking are required to follow these practices.

We hereby accept to comply with the above standards.

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Business name

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Name and Title of the Signing Representative

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Signature and Date