

# SUPPLIER

## CODE OF CONDUCT

Version September 2021



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## INTRODUCTION

### About Stena Line

Stena Line is one of Europe’s leading ferry companies with 37 vessels and 17 routes in Northern Europe. Stena Line is an important part of the European logistics network and develops new intermodal freight solutions by combining transport by rail, road and sea. Stena Line also plays an important role for tourism in Europe with its extensive passenger operations. The company is family-owned, was founded in 1962 and is headquartered in Gothenburg. Stena Line employs over 4 300 employees of close to 40 nationalities across Europe. Stena Line is part of the Stena AB Group, which has 15 700 employees and an annual turnover of around 37 billion SEK.

Everything we do at Stena Line is based on our core values of care; care for customers, care for resources and care for each other. In short; we offer affordable and seamless ferry transportation for all of our customers with an absolute commitment to safety and reliability and a reduced environmental footprint.

### About this code

Stena Line set the same high requirements and standards on our business partners as we place on our own business conduct and operations. By implementing this Code of Conduct (this “Code”)

Stena Line strongly believe that it will create value for all parties and establish a sustainable long term relationship with our Suppliers and the societies in which we operate.

The standards set out in the Code are based on the International Bill of Human Rights<sup>1</sup>, UN Sustainable Development Goals, OECD standards for responsible sourcing of conflict minerals and the eight core ILO conventions as set out in the ILO Declaration on Fundamental Principles and Rights at Work.

This Code applies to all suppliers, contractors, consultants, agents and joint ventures engaged in business with Stena Line (the “Supplier”). In addition to Suppliers who have a direct contractual relationship with Stena Line, the definition also includes the Supplier’s sub-suppliers.

This Code shall be an integrated part of all agreements between Stena Line and its Suppliers. The Code defines the main principles underlying mutual business activities and is the minimum standard that Suppliers will follow when conducting business with Stena Line.

<sup>1</sup>i.e. The International Covenant on Civil and Political Rights and the International Covenant on Economic, Social and Cultural Rights

# APPLICABLE LAWS AND PROCEDURES

The Supplier shall respect and follow all applicable laws and regulations, and prevailing industry standards, as well as requirements set out in this Code and any other contractual obligations to Stena Line. If there are any contradictions between this Code, other contractual obligations, or national laws, the more stringent shall apply.

The Supplier shall ensure that any sub-suppliers, which are involved in the production or operations for Stena Line, comply with this Code, or their own code of conduct, if equivalent standards apply. The Supplier shall communicate the requirements to the sub-supplier and ensure that the sub-supplier acknowledges in writing that they have read and accept the requirements set out herein. The Supplier is liable for any violations of this Code by its sub-suppliers.

The Supplier shall work in a systematic way, and have systems, policies and/or procedures in place to:

- Identify, address, and mitigate any risks related to the areas set out in this Code, adopt an action plan to ensure compliance with this Code if a risk is identified, and document the measures taken to comply with this Code,
- Ensure that all systems and procedures are continuously updated to applicable national laws relevant for this Code,

- Ensure that the content of this Code is communicated to all employees, provide sufficient training to relevant employees and business partners when needed, and ensure that employees can report any violations of this Code (e.g. a whistleblowing system).

Stena Line or Stena Line's appointed third party may verify and assess the Supplier's compliance with this Code by conducting an audit at any time, subject to prior written notice. The supplier shall provide Stena Line with all relevant information and allow Stena Line and the appointed third party to access their premises for the purpose of performing such audit.

# STANDARDS AND SUSTAINABILITY PRINCIPLES

## 2.1 Human Rights

The Supplier shall respect and follow internationally-recognised human rights standards as reflected in the UN Guiding Principles for Business and Human Rights, namely the International Covenant on Civil and Political Rights<sup>2</sup>, the International Covenant on Economic, Social and Cultural Right<sup>3</sup>, and other relevant instruments pertaining to the rights of specific groups and populations. The Supplier shall avoid causing or contributing to adverse human rights impact through its operations, address such impacts when they do occur, and where possible, seek to prevent or mitigate adverse human rights impact linked to business via its relationships with third parties.

## 2.2 Labour Standards

The Supplier shall respect and adhere to the ILO Declaration on Fundamental Principles and Rights at Work<sup>4</sup> and shall safeguard the human rights of its employees and treat them with dignity and respect. This refers to all employees, including part-time and temporary workers, migrant workers, student interns, contractors and any other forms of workers.

### *Freedom of association and the right to collective bargaining*

The Supplier takes all necessary and appropriate measure to ensure that workers may exercise freely the right to organise themselves. This means that the Supplier shall ensure workers the right to form and join, or not to join, unions, and to negotiate working conditions collectively in accordance with national legislation. If national legislation prohibits the organisation of unions, the Supplier shall encourage alternate forms of representation, such as establishing internal committees or equivalent.

### *Forced labour and child labour*

Stena Line does not accept any form of forced labour, modern slavery, prison labour, or any other form of comparable labour in the Supplier's production of goods or services. Forced labour is any kind of labour that individuals are forced to conduct against their will, or under threat of punishment. Subject to prior reasonable notice, workers must be able to end their employment at any time. Under no circumstances shall workers be forced to lodge money deposits or identification papers with their employer.

The employment of children is prohibited. The Supplier may not employ children of compulsory school age or those that have not yet reached the minimum age for employment in the respective country. Individuals under the age of 18 years may not conduct work which by its nature or the circumstances in which it is being carried out, is likely to jeopardize their health, safety, or moral.

### *Fair labour conditions*

The Supplier shall provide all employees with a written contract outlining work duties, working hours and wage. Workers are paid wages in accordance with applicable national law and industry standards. Wage shall be paid regularly, in full, at the agreed time and directly to the employee.

### *Discrimination*

Equal treatment of all employees regardless of gender, age, national or ethnic origin, pregnancy, disease, or disability, religion, sexual orientation, union membership or political affiliation shall be a fundamental principle of Supplier's corporate policy. The Supplier ensures equal remuneration for women and men for work of equal value.

<sup>2</sup> [International Covenant on Civil and Political Rights](#)

<sup>3</sup> [International Covenant on Economic, Social and Cultural Rights](#)

<sup>4</sup> [ILO Declaration on Fundamental Principles and Rights at Work](#)

The Supplier shall provide a workplace free of harassment or abuse. Any form of violence, threats or destructive behaviour in the work place should not be accepted. The Supplier shall have a procedure for receiving reports of workplace violence, harassment, threats and all other types of workplace misconduct.

#### *Safe and healthy working conditions*

The Supplier shall be committed to continuous improvement of its worksite and comply with all applicable health and safety regulations. The Supplier provides a safe and healthy work environment for all employees, contractors and visitors. All work premises should be regularly checked in order to maintain fire safety and employees shall be provided with relevant and functioning personal protective equipment.

The Supplier also ensures that documented fire and evacuation drills are carried out regularly, and that each employee has adequate training for the safe execution of assigned tasks and has sufficient knowledge of safety and health issues, appropriate to the position.

Adequate sanitary facilities and first-aid arrangements are provided in the workplace. Free and clean drinking water is easily accessible at all times.

The Supplier shall have clear contingency plans for safety and health damage in the event of incidents/accidents. All incidents, accidents and near misses related to safety and health shall be reported and investigated. Prevention measures should be implemented to avoid repetition. Supplier is required to have a safety and health policy/guideline.

### 2.3 Environmental principles

The Supplier shall establish processes that cover all significant impacts to the external environment and be compliant with all applicable environmental laws and regulations.

The supplier shall promote the sustainable and ecologically sound use of resources respecting precautionary principles for the protection of the environment by;

- Using raw material and natural resources in a responsible way
- Preventing pollution
- Enhancing the effective use of energy and continuously strive to increase the proportion of renewable energy
- Minimising emissions of greenhouse gases occurring in its own operations, as well as its wider value chain
- Reducing emissions to air
- Decreasing water use
- Minimising waste production, increase recycled waste and work with material substitution and reuse of material to minimise environmental impact
- Ensuring the safe management of chemicals used in operations and products including the management of hazardous substances
- Monitoring, controlling and treating wastewater and solid waste according to applicable laws and local requirements before disposal

#### *Environmental Management System*

The Supplier shall follow a documented Environmental Management System (the “EMS”) including, at a minimum: an environmental and/or sustainability policy; a documented investigation of the supplier’s current environmental impact; and an action plan to be used to reduce its impact. The EMS should also include goals and actions for continuous improvement. The preferred level of the EMS is a current ISO 14001 certification.

## 2.4 Ethical Business and Anti-Corruption

### *Conflict of interest*

All business conduct should be based on objective measures and not on individual interest. The Supplier undertakes to inform Stena Line about any possible conflict of interest between the person(s) at the Supplier's and the person(s) at Stena Line responsible for the purchase. A conflict of interest can arise when two persons have family ties, a personal relationship, or could in any other way benefit from the purchase.

### *Anti-corruption*

Honesty and integrity is an important cornerstone for Stena Line's business and Stena Line strictly forbids any form of corruption. Improper benefits or other form of advantages shall not be given, offered, accepted, or promised, directly or indirectly, to/from anyone representing a business partner or third party. These rules apply both to the private and public sector.

This Code also prohibits any form of facilitation payment, even if such behaviour is legal under national law. Facilitation payment means the demand of an unofficial payment by a governmental official for the performance, or faster handling, of routine governmental duties such as issuing of a visa or a permit.

### *Money laundering and financing of terrorism*

The Supplier shall ensure that its employees are familiar with applicable laws governing matters related to money laundering and financing of terrorism, and that it has procedures in place to ensure compliant behaviour. This includes having good knowledge of its business partners and sub-suppliers, and knowledge and understanding of the purpose of the business relationship.

### *Fair competition*

Stena Line expects the Supplier to honour the notion of an open market and fair competition, and that the Supplier does not enter into discussions or agreements with competitors on pricing, market sharing, or any other activities violating rules on fair competition or antitrust.

## 2.5 Conflict Minerals

The supplier shall adopt policies and management systems conforming to the Organization for Economic Cooperation and Development (OECD) standards<sup>5</sup> for responsible sourcing, transparency, traceability and due diligence of the supply chains of so called "Conflict Minerals" (Tin, tantalum, tungsten and gold (3TG) mined in the Democratic Republic of Congo, as well as other named conflict zones around the world).

<sup>5</sup> [Economic Cooperation and Development \(OECD\)](#)

# INFORMATION SECURITY AND DATA PROTECTION

## 3.1 Information Security

Information is a valuable asset for Stena Line. Non-public information that the Supplier possess through its work for Stena Line, from whatever source, must be kept confidential to prevent others from copying Stena Line's or Supplier's work or obstruct relations with our customers and suppliers. Information security includes all information assets regardless of how the information is stored – electronic as well as physical storage.

The Supplier shall undertake all information security requirements necessary to mitigating the risks associated with the Supplier's access to Stena Line's information assets. The Supplier shall ensure that authorised users will not share accounts.

The Supplier is required to have a security policy, guidelines or an Information Security Management System, comparable to ISO 27001.

### *Additional information security agreements*

If the Supplier receives or manages information that is classified as restricted, confidential or highly confidential, it shall sign a Non-Disclosure Agreement.

## 3.2 Data Protection

The Supplier shall process personal data in accordance with the data protection law that is applicable to the processing. The Supplier shall at all time respect data subjects' right to privacy and special caution shall be taken when processing sensitive personal data<sup>6</sup>. The Supplier shall take adequate technical and organisational measures to ensure that the handling of personal data is compliant with applicable legislation. The Supplier shall immediately inform Stena Line of any data incidents involving personal data that Stena Line has shared with the Supplier.

A Supplier that processes personal data on behalf of Stena Line shall sign and comply with Stena Line's Data Processing Agreement.

<sup>6</sup> Sensitive personal data is personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

## VIOLATIONS OF THIS CODE

Stena Line's relationship with its Suppliers is based on trust, honesty and cooperation. If a violation of this Code, or any laws governing the areas set out in this Code, is identified, either through an external report, self-reporting or through an audit, Stena Line will give advice regarding the conditions that need to be amended or improved. The Supplier will then need to take immediate enhancing action according to Stena Line's instructions. If the Supplier does not take such action Stena Line shall have the right to terminate the agreement.

Notwithstanding the above, Stena Line holds the right to cancel outstanding and future orders, or to terminate the agreement in case of a material breach of this Code.

If the Supplier is made aware of, or identifies any violations or misconduct by its sub-suppliers, the Supplier shall immediately inform Stena Line. The Supplier shall give advice regarding the conditions that need to be amended or improved. If the sub-supplier does not take such measures the Supplier must terminate the agreement with the sub-supplier.

### *Reporting*

The Supplier shall report any violation of this Code. All reports will be taken seriously, be investigated, and be kept confidential. Stena Line also encourages an active discussion with the Supplier on issues related to this Code. Reports of violations or other questions can be directed to the Procurement department:

Stena Line Group  
Procurement department  
SE-405 19 Göteborg, Sweden  
Phone: +46 31 85 50 00  
e-mail: [procurement@stenaline.com](mailto:procurement@stenaline.com)

Approved by Head of Procurement

Find out more about Stena Line  
[www.stenaline.com](http://www.stenaline.com)