

# Strawberry



## Code of Conduct

Suppliers and partners

<b>Responsible:</b>	<b>Last updated:</b>	<b>Applies to all suppliers</b>	<b>Country:</b>
Procurement <a href="mailto:wecare@strawberry.no">wecare@strawberry.no</a>	2026-02-26	SUPPLIERS AND PARTNERS	DENMARK FINLAND NORWAY SWEDEN

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## Strawberry corporate vision, mission and values

At Strawberry we use our core values people planet profit to promote respect for people and the planet throughout our operations and supply chains. In line with the OECD Guidelines for Multinational Enterprises we work systematically to identify, prevent and mitigate negative impacts across our entire value chain.

- We apply the same rigorous standards to human rights, labor rights and the environment.
- We seek partners who share our commitment to responsible and profitable business conduct.
- We enhance the guest experience through climate smart solutions and a diverse inclusive workforce.

*Compliance with this Code of Conduct is the baseline for our partnership. We expect suppliers and partners to adopt this integrated mindset to drive real change.*

## Guidelines for suppliers and partners

A key premise in our collaborations is to be able to have open and transparent dialogues with our suppliers and partners. Since 2013, we have had a Code of Conduct to ensure minimum requirements in our own operations and with our suppliers and partners. This document applies to all suppliers and partners who have a contractual relationship with Strawberry. The requirements are based on recognized UN and ILO conventions and include requirements for wages, working hours, freedom of association, the right to collective bargaining, and health, environment, and safety, as well as prohibitions against forced labor, child labor, and discrimination. Our Code of Conduct is revised annually.

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## Requirements - own business - Strawberry

Our policy for responsible business conduct and forms the basis for our sustainability work, including in our supply chain. We seek to improve our policy and practice where relevant. You can find more information on our sustainability work [here](#).

Our suppliers and partners can expect from Strawberry that our purchasing practices strengthen, and do not undermine, their opportunity to deliver on our requirements related to people, society and the environment. Strawberry always seeks collaboration in order to achieve responsible business conduct. However, we will end or pause business relationships or other forms of collaboration if our supplier or partner does not meet our expectations for responsible business conduct.

## Compliance with Code of Conduct

We expect our suppliers and partners to work focused and systematically to comply with our Guidelines for Suppliers, hereunder our Code of Conduct, that covers fundamental requirements on human rights, labour rights, anti-corruption, animal welfare and the environment. Our suppliers shall:

Follow our guidelines for suppliers, hereunder the code of conduct.

- Conduct due diligence for responsible business conduct. This involves; conducting risk assessments to identify potential negative impact on people, society and the environment and to stop, prevent and reduce such impact. The measures put in place must be monitored and their effect evaluated. The measures taken must be communicated to those affected by your actions. If the supplier is responsible for the negative impact/damage, they are responsible for

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providing remedy.<sup>1</sup>

- Conduct heightened due diligence for responsible business conduct aligned with UNDPs guidelines if involvement with conflict-affected situations, either via sourcing of products or other business activities. The heightened due diligence process builds upon the due diligence process set out by OECD guidelines for multinational companies, but demands a more comprehensive approach, including a deeper understanding of the local context, greater engagement with affected stakeholders, and the implementation of more robust measures to prevent or mitigate adverse impacts.<sup>2</sup>
- We require all suppliers to demonstrate a clear commitment to reducing their climate footprint, aligning with the goals of the Paris Agreement. Suppliers are expected to integrate these objectives into their operational and strategic decisions, contributing actively to our collective environmental targets.
- Show willingness and ability to continuous improvement for people, society and the environment through collaboration.
- At the request of Strawberry be able to document how they, and potential subcontractors, work to comply with the guidelines.
- If the supplier, after several requests, does not show the willingness or ability to comply with the guidelines for suppliers, the contract may be paused or canceled.
- Have a system in place to manage complaints related to human rights, labour rights, the environment and corruption.
- Avoid trading with partners that have activities in countries where a trade boycott is imposed by the UN and/or Norwegian/Swedish/Danish/Finnish Government authorities.

## Expected follow-up and guidance

At Strawberry's request, the supplier must be able to document their compliance, as well as that of any potential subcontractors, with the Guidelines for Suppliers. These proofs of compliance with our Code of Conduct include, but is not limited to:

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<sup>1</sup> OECD, "Due Diligence Guidance for Responsible Business Conduct", 2023

<sup>2</sup> UNDP, "Heightened Human Rights Due Diligence for Business in Conflict-Affected Contexts: A Guide", 2022

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- Dialogue meetings with Strawberry,
- Documentation upon request, e.g., audit reports, information about country of origin for key raw materials.
- Information about any violations of the Code of Conduct by the suppliers or the supplier's subcontractors.
- If requested, the supplier must provide documentation on how they are ensuring that subcontractors comply with the Code of Conduct. Additionally, the supplier must ensure that their subcontractors, in turn, enforce these standards with their respective contractual partners throughout the supply chain.

## **The Norwegian Transparency Act**

Furthermore, the supplier must gather the necessary information and facilitate and support efforts to comply with the requirements of the Norwegian Transparency Act. This includes providing essential information for conducting due diligence throughout the supply chain and ensuring that subcontractors provide similar information.

## **Information about subcontractors**

Should Strawberry request an assessment of subcontractors' compliance with the Guidelines, the supplier is required to provide the names and contact details of those subcontractors.

## **Action plan**

If need for improvement in terms of responsible business conduct or breaches of the Code of Conduct are discovered at the supplier or subcontractor level, the supplier must ensure that they or the subcontractor develop an action plan detailing corrective measures within set deadlines. Strawberry may request to review the action plan and any documentation of implemented measures and the remedying of breaches.. Deadlines for implementing the action plan will be determined by the supplier in collaboration with Strawberry, ensuring measures are executed within a reasonable time, considering the nature of the breach and the required actions.

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## Principles for responsible business conduct (Code of Conduct)

These principles for responsible business conduct are based on UN and ILO conventions and provide minimum, not maximum standards. The relevant legal framework at the place of production shall be respected. Where national laws and regulations address the same subjects as these guidelines, the most stringent shall apply.

### **1. Forced and compulsory labour (ILO Conventions No. 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 No. 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 bargaining.
- 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/or 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 No. 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,

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whichever of these is higher. If local minimum is set at 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 a child younger than the age(s) specified above.

3.3. No person under the age of 18 shall 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 interested parties. Adequate support shall be provided to enable such children to attend and complete compulsory education.

## **4. Discrimination (ILO Conventions No. 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, caste, 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.

4.3. In accordance with ILO Convention No. 190, there shall be a zero-tolerance policy for all forms of violence and harassment in the workplace, including gender-based violence. Suppliers must implement proactive measures to prevent, identify, and address such behaviors.

## **5. Harsh or Inhumane Treatment (UN Covenant on Civil and Political Rights, Art. 7)**

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

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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, including 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, and not more than prevailing international standards. Weekly working hours should not on a regular basis be more than 48 hours.

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 bargaining agreement or national law.

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 (ILO Convention No. 95, 158, 175, 177 and 181)**

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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 contracting (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 (UN Covenant on Civil and Political Rights, art. 1 and 2)**

10.1. Production and the use of natural resources shall not contribute to the destruction and/or degradation 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. Negative impact on the environment shall be reduced throughout the value chain. In line with the precautionary principle, measures shall be taken to continuously minimize greenhouse gas emissions and local pollution, the use of harmful chemicals, pesticides, and to ensure sustainable resource extraction and management of water, oceans, forest and land, and the conservation of biodiversity.

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

11.3 Suppliers are expected to provide necessary data and transparency to support Strawberry's reporting obligations under the Corporate Sustainability Reporting Directive (CSRD). This includes, but is not limited to, data on carbon emissions (Scope 1, 2, and 3) and resource consumption.

## **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. Animal welfare**

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13.1 Animal welfare shall be respected. Measures should be taken to minimize any negative impact on the welfare of livestock and working animals.

13.2 National and international animal welfare legislation and regulations shall be respected.

## **14. Privacy and Data Protection (GDPR)**

14.1. All collection, use, and storage of personal data shall be carried out in compliance with applicable laws, including the EU General Data Protection Regulation (GDPR) and corresponding national legislation in Denmark, Finland, Norway, and Sweden.

14.2. Where personal data is processed on behalf of Strawberry, a data processing agreement shall be entered into in accordance with GDPR Article 28. Personal data shall only be processed in accordance with documented instructions from Strawberry.

14.3. Appropriate technical and organisational measures shall be implemented to ensure a level of security proportionate to the risks.

14.4. Personal data shall not be stored longer than necessary for the specific cooperation.

## **15. International Trade Sanctions**

15.1. Suppliers shall comply with all applicable international trade sanctions imposed by the UN, EU, and equivalent national authorities.

15.2. Business shall not be conducted with individuals, entities, or countries subject to sanctions. This includes screening of Beneficial Owners (UBO).

15.3. Strawberry shall be notified immediately if the supplier or any of its officers become subject to sanctions.

15.4 Adequate procedures shall be in place to screen business partners and transactions against applicable sanctions lists and to ensure ongoing compliance with sanctions regulations.

## **16. Money Laundering and Terrorist Financing (AML)**

16.1. Suppliers shall comply with all laws against money laundering and terrorist financing, including EU Anti-Money Laundering Directives.

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16.2. Suppliers must conduct due diligence to verify the identity of their business partners and beneficial owners.

16.3. Systems must be in place to detect and report suspicious transactions to relevant authorities without delay.

## Related links

[ILO - International Labour Organisation](#)

[ILO - Safety & Health](#)

[OECD - Guidelines For Multinational Enterprises](#)

[UN - Global Impact](#)

[UNDP - Heightened Human Rights Due Diligence for Business in Conflict-Affected Contexts: A Guide](#)