

Thule Group Supplier Code of Conduct

**Thule Group AB and its affiliates (or the “Company”)
(Corp. Reg No. 556770-6311)**

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Approved by Mattias Ankaberg

Introduction

The Supplier Code of Conduct forms the basis for our work with suppliers. This Supplier Code of Conduct has been produced to promote fair and safe working conditions, safeguard human rights, maintain a responsible approach to environmental matters and apply high ethical business standards.

The Supplier Code of Conduct outlines the principles and directives we apply when doing business relationships with Suppliers and outlines the directives that any Supplier must fulfil to meet the general values of the Thule Group.

The Thule Group will not accept any violations of this Supplier Code of Conduct. When a supplier is found not to be following an agreed directive, Thule Group will take appropriate action, including demands for corrective measures, or termination of the relationship with the Supplier.

The Supplier Code of Conduct provides a minimum of sustainability requirements and ambitions for all of Thule Group's Suppliers, in relation to:

1. Human Rights and Working Conditions
2. Health, Safety and Work Environment
3. Sustainability and Environment
4. Responsible Sourcing of parts, Services and Raw Materials
5. Business Ethics

The Supplier Code of Conduct is harmonised and subsidiary to [our Code of Conduct | Thule Group](#). Hence, if a Supplier follows Thule Group's Supplier Code of Conduct they will fulfil Thule Group's Code of Conduct. In addition, this Supplier Code of Conduct is subsidiary to Thule Group's Human Rights Policy, and Environmental Policy.

The Thule Group is committed to comply with the Declaration of Human Rights, the UN (*United Nations*) Guiding Principles on Business and Human Rights, the UN Global Compact ten principles in the areas of Human Rights, Labour, Environment and Anti-Corruption, the ILO core conventions as set out in the Declaration on Fundamental Principles and Rights at Work, the OECD Guidelines for Multinational Enterprises, and all applicable legislation such as competition law and anti-corruption law.

Scope

The Code applies to all Suppliers that deliver goods and/or services to the Thule Group, including their parent, subsidiary or affiliated entities. This includes all of their respective employees and agents. We refer to 'Employees' as everyone working for or on behalf of a Supplier, including and not limited to full time and part-time employees, contractors, consultants, trainees, temporary workers, migrant workers, senior management and board of directors.

General requirements

By committing to be part of Thule Group's supply chain, all suppliers are expected to secure the following:

- Suppliers are responsible to comply with the requirements of Thule Group's Supplier Code of Conduct. Suppliers shall guarantee the Supplier Code of Conduct's requirements are cascaded to and complied at all times within their own operations and by direct Suppliers. Suppliers are encouraged to work proactively within their own supply chains to implement equivalent standards as the ones outlined in this document.
- Suppliers must be open, honest and transparent about the areas that require improvement. Suppliers shall be diligent in providing facts and data. The Thule Group seeks to maintain an open dialogue concerning sustainability goals. Data related to production, products and transport shall be available upon request to enable the Thule Group to conduct LCAs (*Life Cycle Assessments*).
- Suppliers shall appoint a senior executive who is responsible for the compliance for the areas and requirements of this Code.

- Supplier shall be diligent and proactive in addressing any risk of violation of this Supplier Code of Conduct requirements, including and not limited to, their facilities and supply chain.

Suppliers shall have a Code of Conduct in place that is in line with the principles and requirements of Thule's Supplier Code of Conduct, and that sets clear guidelines for employee and Supplier behaviour and conduct. Thule Group reserves the right to determine whether such codes are equivalent and sufficient.

- Suppliers shall have and make available channels for grievance and remediation to all employees and third parties. Such channels shall allow employees and third parties to raise complaints, concerns, as well as recommendations for improvements without fear of retaliation.

Framework

Management Systems

Suppliers are required to have management systems in place that provide effective routines and open dialogue in order to oversee the compliance to this Supplier Code of Conduct. Such systems shall be appropriate to the size, complexity and risk of the Supplier's business activities.

At a very minimum, the management system shall include a policy commitment from the Supplier's management, effective due-diligence, risk assessment and assign clear responsibilities to relevant personnel in order to monitor and report on the areas covered by this Supplier Code of Conduct. Such management system shall be continuously assessed, reviewed and improved, preferably through third party certification.

Striving for Excellence

The Thule Group aims to contribute to a more sustainable world and is committed to a responsible manufacturing by constantly seeking the least possible negative impact on climate, environment and people. It is important to us that Suppliers commit to implementing the standards and requirements laid out in this Supplier Code of Conduct into their operations and supply chain. We acknowledge that such endeavor is a dynamic process. Hence, we expect Suppliers to show diligence, care and progress in working continuously over time in meeting the requirements of this Supplier Code of Conduct. Furthermore, we put forward to our suppliers Thule's best practice standard to provide guidance for suppliers that want to excel. Our aim is to provide recognition to suppliers for their business practices and hence this set of standards is not mandatory.

Legal Compliance

Suppliers are required to comply with the laws and regulations in the places where they operate. Should this Supplier Code of Conduct contradict applicable law in any country or territory, applicable law takes precedence and prevails. In such cases, the Thule Group shall be immediately informed and alternative arrangements will be sought after so that the principles and spirit of this code are followed. The Thule Group provides a flexible approach, except in cases where national law or regulations violates general ethical and universal principles.

In case legal and regulatory requirements are less strict than the Supplier Code of Conduct, the principles and requirements of this document shall apply. In the case that a requirement is both covered by the Supplier Code of Conduct and by applicable law, the stricter regulation offering the greatest protection and standard shall apply.

Implementation and Compliance

Committing to take part in Thule Group's Supplier assessments, audits and reporting to evaluate sustainability performance is a prerequisite for doing business with us. The Thule Group verifies compliance with the requirements of this Supplier Code of Conduct through self-assessment questionnaires, and reserves the right to perform on-site audits at any time, either through Thule Group's employees or third-parties appointed by the Thule Group. Lack of cooperation and diligence, as well as failure to address violations and/or timely implementation of correction actions to the requirements of this Supplier Code of Conduct may result in reduced business and, ultimately, in the termination of the business relationship with the Thule Group.

1. Human Rights and Fair Labour Conditions

Thule Group supports and respects the international human rights standards under the UN Guiding Principles for Business and Human Rights and strives to ensure that our operations do not cause or

contribute to adverse impacts on human rights – Policy on Human Rights. Suppliers shall respect all internationally recognized human rights and treat all people with dignity.

Minimum requirements

Suppliers shall be aware of and be proactive in the respect of the rights of indigenous peoples, ethnic minorities and vulnerable groups, including but not limited to, migrant workers, women, sexual minorities, disabled people, and children, as well as local communities in the area of influence of the Supplier's activities and operations.

Suppliers are expected to carry out human rights due diligence in order to identify, prevent, mitigate and account for any negative human rights impact of their own operation and supply chain.

Due diligence shall be carried out in accordance with the highest risk to harm people and appropriate to the size of their operation and circumstances.

Fair employment conditions

Suppliers shall apply and respect the local laws regulating working hours in the countries where they operate. We do not engage in businesses with suppliers that do not apply the same principles as we do regarding work hours and minimum wages.

Minimum requirements

Living wages and conditions

Suppliers shall ensure that wages paid for a standard working week always meet at least the statutory minimum wage, prevailing industry wage or wage negotiated in collective bargaining agreements, whichever is higher.

Any deduction that is not permitted by law, is not allowed. Wages shall be paid at least once a month. Workers shall be informed how their wages are made up, including rates, periods and deductions.

If applicable, workers' quarters or dormitories shall be separate from factory and working areas.

Competence development

Workers shall receive the training or competence development that allow them to fulfil their task in a safe manner.

Workers shall have the competence to handle emergency situations as well as understand the risks associated with their work prior to performing the tasks.

Working hours

Working hours shall not be excessive and must follow applicable laws and regulations. Workers should not be required to work more than 48 hour periods per week and shall be entitled have at least one day (24 hours of consecutive rest) per six days of work.

Overtime shall be voluntary and should not exceed 60 hours per week. Overtime should not be demanded regularly and shall be always paid a premium rate.

Workers shall have at least one break of 30 minutes after every 4.5 hours worked, unless otherwise agreed in writing through worker representation.

Employment contracts

Suppliers shall have a written routine to recruitment that states rules on: age verification, screening and selection of candidates.

Workers shall sign a written employment contract before they start work or introductory training, whichever comes first. Contracts that do not stipulate a minimum of working hours (Zero-hour contracts) shall not be used.

Workers must receive a copy of the contract and be able to understand its terms prior to signature. Changes to contracts shall be agreed upon by the worker in writing. Workers shall be entitled to all legal social benefits, which at a very minimum shall provide for pension and health benefits.

Suppliers shall provide accident insurance to all workers, which shall cover full medical treatment for work related injuries and illnesses. Insurances shall provide compensation for work related injuries and illnesses resulting in permanent disability or death.

Workers shall be entitled to contractual holidays, sick leave, and parental leave.

Pregnancy and/or parenthood shall not be considered grounds for termination under any circumstance.

Uniforms, when required, are provided in sufficient quantity and free of charge. No deductions shall be made for cleaning and/or maintaining uniforms.

Grievance mechanism

Suppliers shall have and make available channels for grievance and remediation to all employees and third parties. Such channels shall allow employees and third parties to raise complaints, concerns, as well as recommendations anonymously without fear of retaliation.

Disciplinary measures shall not include mental or physical coercion, including physical punishment, threat of violence, public warnings or punishments, fines and the removal of contractual benefits.

Workers shall be free to seek advice, assistance and a right to appeal decisions.

Thule's striving for excellence standard

Suppliers shall inform workers' representatives in writing of Thule Group's grievance mechanism.

If applicable, workers shall be allowed to travel to their home areas at least once a month without affecting their job stability and planned work hours.

Freedom of Association

Suppliers shall have the deepest respect for the rights of the individual and demonstrate good faith and mutual respect when dealing with employees and their representatives in the workplace.

Minimum requirements

We expect our suppliers to respect the right of free association and the employee's right to organise and bargain collectively without unlawful interference or reprimands.

Thule's striving for excellence standard

Employees shall be able to openly communicate with the management in order to share ideas and concerns regarding working conditions and management practices without fear of retaliation, discrimination or intimidation. Where local law sets restrictions on the right of association and collective bargaining, the Supplier shall allow, and seek to promote alternative forms of worker representation, association and collective bargaining.

Forced labour

Thule Group does not accept under any circumstance any form of slavery, forced, bonded or compulsory labour or human trafficking.

Minimum requirements

The Thule Group will not contract or purchase materials from business partners using any type of slave, forced, bonded, compulsory or prison labour.

Suppliers and their recruiting agencies shall not engage in or tolerate:

- Restrictions of movement
- Confiscation or retention of identity documents and/or passports
- Charging of fees to the workers for recruitment, employment or termination
- Request workers to provide deposits
- Withholding of wages, debt bondage, abusive working conditions, violence or any other form of exploitation or abuse

Child labour

We believe that it is essential in order to prevent child labour. Children have a special place in the heart of the Thule Group. We engage ourselves in many projects around children such as projects helping disabled children, projects to encourage children to do sports and outdoor activities, school projects and many more.

Minimum requirements

Child labour is strictly forbidden. "Child" refers to any person below 15 years of age, unless minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply.

Young Employees within the age of 15 – 18 years shall not be exposed to work that is likely to harm their physical or mental health, safety or morals.

Discrimination and harassment

We do not engage in businesses or with suppliers, sub-contractors or any other business relationships where discrimination and/or harassments are tolerated, on the basis of and not limited to age, ethnic, social or national origin, skin colour, gender, sexual orientation, civil status, religion, political opinions, disability, or for any other reason.

Minimum requirements

Suppliers' employees, consultants and subcontractors should have the right to work in an environment free from harassments, bullying, threats and discrimination.

2. Health, Safety and Work Environment

We will only engage business partners who provide their workers and employees with a safe and healthy work environment. This also applies to business partners who provide residential facilities for their employees.

Minimum requirements

Employees shall not be exposed to severe occupational health and safety hazards.

Suppliers shall ensure that hazards are assessed and controlled through proper design and/or preventive maintenance and safety procedures.

Employees shall be provided with appropriate personal protective equipment and clothing provided free of charge, clean and in working condition, including access to first-aid supplies.

Occupational health and safety risks, including those related to mental health and ergonomics, shall be assessed and actions are taken to mitigate them.

Safety information shall be made available to everyone in order to educate, train, and protect employees from safety hazards.

Fatalities shall be immediately reported to the Thule Group.

Suppliers shall implement emergency plans, fire safety and emergency response procedures, including notification and evacuation, training and evacuation drills.

Fire safety procedures shall be periodically reviewed and approved by competent authorities.

Employees shall have free and ready access to unlimited clean drinking water.

Employees shall have free of charge hygienic toilet facilities accessible during working hours and equipped with basic supplies and proportional to the numbers of employees.

When provided by the employer, employees shall have hygienic food preparation with adequate and non-discriminatory dietary options.

Employees shall have safe storage, rest and eating facilities, which shall be proportional to the number of employees with adequate ventilation, light and temperature levels, and acceptable levels of noise and air pollution.

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The Supplier should ensure that any accidents or "near misses" are reported according to laws and requirements in the country where the supplier is operating.

Accidents shall be documented with root cause analysis and actions taken to prevent reoccurrence. A defined process for following up decided actions should exist as well as evidence of completed actions.

3. Environmental Protection

In the Thule Group we want to conduct our business with a long-term horizon, which means that we intend to create value while constantly seeking opportunities to minimise environmental impact – Environmental Policy.

Minimum requirements

Suppliers shall have an environmental management system in place, with an employee or team responsible for identifying, measuring, evaluating and addressing environmental impacts.

Suppliers are expected to handle environmental violations and complaints with diligence and in a systematic manner, and shall communicate the affected stakeholders, including the Thule Group, if relevant.

Suppliers business activities shall not be conducted in High Conservation Value Areas.

Greenhouse Gas Emissions and Waste Management

Minimum requirements

All emissions (to air, water and soil from facilities and transport) and waste streams shall be monitored, tracked and documented. This information shall be available and be provided to the Thule Group upon request.

Suppliers shall report their Green House Gas emissions in CDP – or other platforms used by the Thule Group.

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Waste shall neither be landfilled nor incinerated on site, unless for the purpose of energy recovery.

Suppliers shall identify aspects where they have control and influence in order to foster change and improvement.

Suppliers shall set Green House Gas emission targets that reduce overall emissions (*Scopes 1, 2 and 3*) in line with the Paris Agreement.

Suppliers shall monitor and track the composition of their packaging, and set targets so that the packaging that becomes waste at Thule Group can be reused, thereby taking action towards a circular economy.

Energy and Resource Efficiency

Minimum requirements

Suppliers shall monitor, track and document the use and/or consumption of natural resources, such as water, energy, and raw materials. Such information shall be available to the Thule Group upon request.

Suppliers shall ensure that no ozone depleting substances or hydrofluorocarbons are used.

Thule Group's striving for excellence standard

Suppliers shall identify aspects where they have control and influence in fostering change and improvement.

Suppliers shall set clear goals on renewable energy consumption, so all consumed electricity, generated or purchased, comes from renewable energy sources in the medium-term.

Suppliers shall set goals to phase out fossil fuels as a primary sources of energy.

4. Responsible Sourcing of Parts, Services and Raw Materials

Thule Group increasingly aims to reduce sustainability risks throughout the supply chain. We consider the extraction of raw materials (*i.e., minerals, metals, forest products, oil*) can generate income, foster growth and prosperity. However, we acknowledge that there is also the risk that such resource extraction may contribute negatively towards human rights and fuel conflict.

Minimum requirements

For suppliers that produce or use conflict minerals (*tin, tungsten, tantalum, cobalt, gold*) in the products they supply to Thule, they are annually required to provide information on the use of Conflict Minerals, actions taken to verify the origin of used Conflict Minerals and due diligence activities. Suppliers are required to follow the OECD Due Diligence Guidelines with respect to sourcing “conflict minerals” and the [Conflict Minerals Reporting Template \(responsiblemineralsinitiative.org\)](https://www.responsiblemineralsinitiative.org).

If applicable, suppliers are required to have a policy and process in place that ensures that the sourcing of “Conflict Minerals” (i.e., tantalum, tin, tungsten, gold, cobalt) does not directly or indirectly contribute or benefit armed groups or leads towards human rights violations. All smelters shall engage with third party audit programmes to ensure compliance. Such information shall be available to the Thule Group upon request.

Suppliers shall identify potential hazardous substances and chemicals in products, raw materials and articles used in production. Suppliers shall ensure that they are handled, stored, transported, recycled and disposed safely. Substances included in products or services delivered to Thule Group shall comply with the requirements stated in the [Thule Group Restricted Substance List \(RSL\)](#). We require suppliers to provide 100% declaration of substances used in products delivered to Thule Group.

If applicable, suppliers shall verify that the sourcing of parts and raw materials do not contain or make use of counterfeit products or parts. Counterfeit goods contain trademarks that are indistinguishable from those of another product mimicking them with the purpose of passing themselves as the brand owner. Thule does not engage with in business relationships with suppliers that handle, sale or promote counterfeit goods.

Thule Group will not use animal parts or animal products that are not produced in a sustainable and cruelty-free way. Hence, suppliers are required to identify and report to the Thule Group the use of animal parts or products used in their processes.

Suppliers that use natural fibres need to certify their origin, sustainable harvesting practices and traceability. Such information shall be available to the Thule Group upon request.

Thule Group’s striving for excellence standard

The least Greenhouse Gas emitting freight option (*e.g., sea and train*) and route shall be prioritised for the transportation of products or parts when doing business with the Thule Group.

5. Business Ethics

Thule Group supports fair and free competition in all parts of our business – and expect suppliers to follow the same approach.

Minimum requirements

Suppliers are required to disclose details of their corporate structure upon request.

Suppliers shall do business in an open and transparent manner in order to create a long lasting business relationship.

Suppliers shall avoid situations where private, financial or other external interests conflict with the business relationship with the Thule Group. It is critical that any such relationships be disclosed in advance to determine if they are appropriate. Employees shall not engage, with or without compensation, in activities that might conflict, or appear to conflict, with the Thule Group’s interests.

Anti-Corruption

We do not accept the offering, request or acceptance of bribes, extortion or money laundering and encourage our employees to avoid situations where loyalty to the company may come into conflict with other personal interests.

Thule Group has a zero-tolerance policy towards bribery, and Suppliers shall neither offer nor accept any form of improper benefit to or from a third party, private or public, with the purpose of obtaining or retaining business or any form of preferential treatment. An improper benefit is something that could influence the recipient’s behaviour by encouraging disloyal or illegal action towards their employer for

personal gain. To find more information, please see our policy document: [Anti-Corruption | Thule Group](#).

Confidentiality and Property Rights

Suppliers shall respect Thule Groups confidential and privileged information and intellectual property rights by safeguarding against misuse, mishandling, counterfeit, theft, fraud or improper disclosure in accordance with applicable law and the contractual terms with the Thule Group. Suppliers shall sign confidentiality clauses and that all their work, tools and other documents are clearly contracted and legally considered as property of Thule Group.

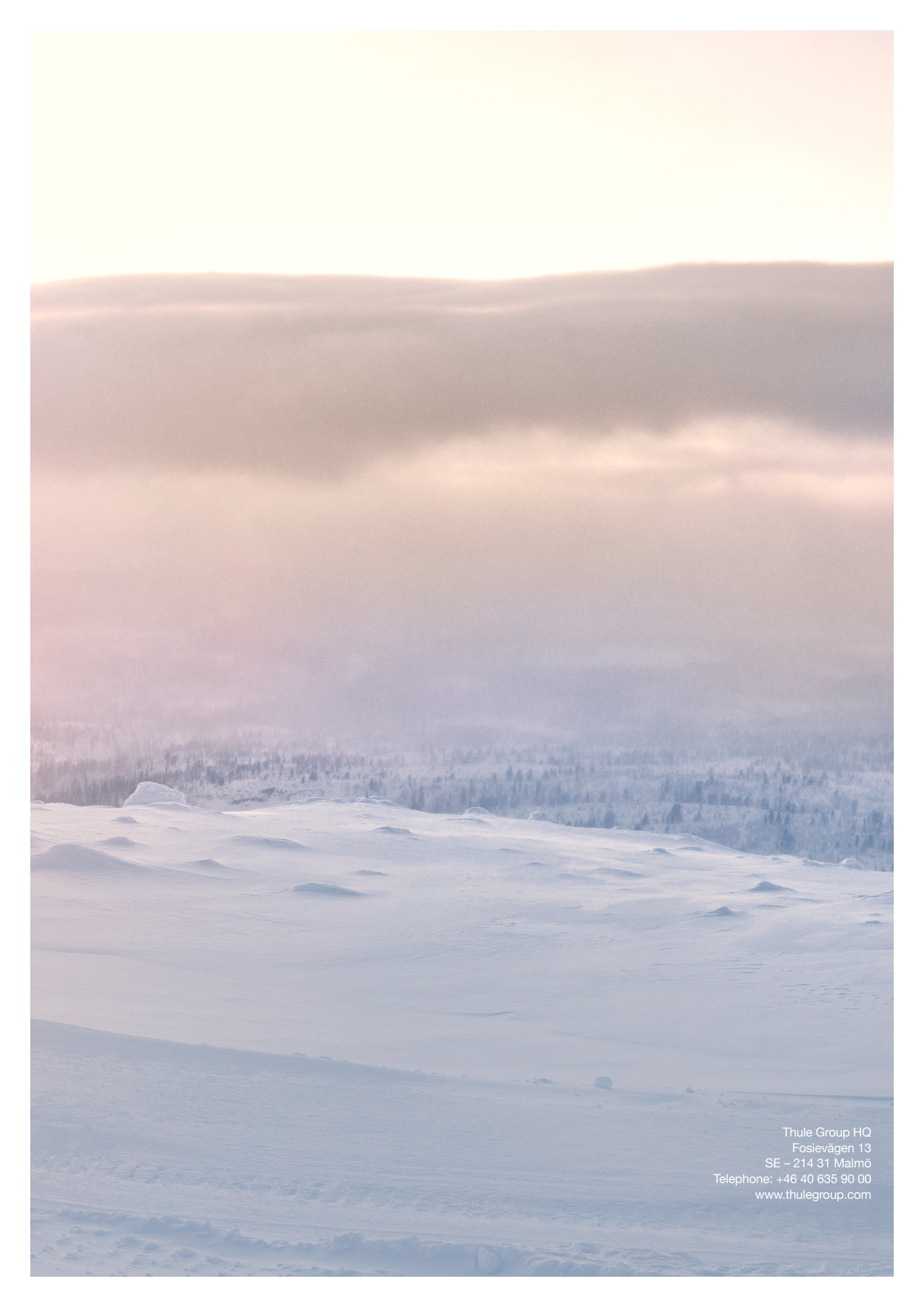
Data protection

Suppliers shall safeguard any personal data provided by the Thule Group and take active to prevent it from being misused according to data privacy laws and regulations. Suppliers shall observe applicable laws and Thule Group’s contractual obligations when collecting, using, processing, storing, and/or sharing personal data.

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Supplier name

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Name and Title of the Signing Representative

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Signature and Date



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