



SUPPLIER CODE OF CONDUCT
UNITED NORDIC
2023

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Introduction

United Nordic and each of its member companies (Dagab Inköp & Logistik AB, Martin & Servera AB, Dagrofa Logistik A/S and Unil AS) recognise the duty to combine business operations with social and environmental responsibility. United Nordic is of the opinion that trade and industries have a significant impact on human rights and thus have a great responsibility to ensure that human rights are respected, maintained and developed in communities where operations are conducted or that in some ways are affected by the operations. United Nordic member companies strive to minimize their operations' impact on the planet by taking responsibility and working for environmental considerations and resource efficiency, as well as to promote ethical behavior and anti-corruption throughout the entire supply chain.

United Nordic's Supplier Code of Conduct ("**Supplier CoC**") is a commitment document between the United Nordic member companies and their business partners to exercise human rights due diligence and environmental protection in their supply chains in line with internationally recognized principles. This document, and all the supporting processes, integrates the characteristics of due diligence as listed by the Organisation for Economic Co-operation and Development (OECD). United Nordic and its business partners thus have a responsibility to conduct responsible business and to identify, prevent, mitigate, account for, and remediate adverse human rights and environmental impacts in their operations.

The term business partner includes all entities that supply the United Nordic its member companies with products or services. Before starting a business relationship, the business partner shall map and understand the potential and actual human rights risks in their supply chain. The business partner shall take measures to avoid such risks and keep the risk assessment continually updated. During a business relationship, the business partner shall conduct responsible business and support its business partners in continuous improvement. At the end of a business relationship, the business partner shall ensure a responsible transition for its business partners.

United Nordic members are part of the amfori Business Social Compliance Initiative (amfori BSCI) and the Joint Ethical Trading Initiative (J ETI). This Supplier CoC implements the ETI Base Code and conforms with the amfori BSCI Code of Conduct version v 2021¹, with some additions and amendments, whereas additional parts in the sections Environmental Protection and Animal Welfare should be specifically noted.

The principles of this Supplier CoC are in line with principles of, among others, the United Nations' (UN) Universal Declaration of Human Rights, International Labour Organization (ILO) Conventions and Recommendations, UN Guiding Principles on Business and Human Rights (UNGPs), OECD Guidelines for Multinational Enterprises and Sectoral Guidance Documents, UN Children's Rights and Business Principles, international environmental regulations and agreements, such as The Paris Agreement and the Convention on Biological Diversity (CBD).

Basic commitments and values

By endorsing the Supplier CoC, every business partner confirms that it will adhere to the following commitments and values.

- Legal and code compliance: Complying with applicable national and international legislation is the first obligation of the business partner. This shall also include standards set out in applicable collective bargaining agreements, where relevant. In countries where the national legislation sets a different standard of protection than the Supplier CoC and its references,

¹Including applicable references, full list here: [amfori BSCI Code of Conduct References - English - December 2021.pdf](#)

the business partner shall abide by the principles that provide the highest protection to the workers and the environment, without contradicting the legal framework of the country.

- **Cooperation:** The business partner will have a greater impact on, and better chance of identifying, preventing, mitigating, and remediating human rights and environmental violations in its organisation and supply chains by working together and taking a holistic approach to due diligence. United Nordic believes in cooperation and is willing to collaborate with the business partner, authorities, trade unions, and industry organisations to find solutions in each individual case.
- **Transparency:** The business partner commits to being transparent with United Nordic member companies and with any involved and relevant third party (e.g. auditors), and within the context of identification, prevention, and remediation of adverse human rights, environmental impacts and unethical behavior. The business partner shall actively inform on any critical incident, as well as the effectiveness of any responses to an adverse impact to values and principles of the Supplier CoC. The business partner shall be transparent through reasonable disclosure to shareholders, stakeholders, and governments regarding its impacts on the supply chain and in the surrounding communities, in line with national legislation requirements where available.
- **Continuous improvement:** The business partner undertakes to implement the Supplier CoC with a holistic approach, embedded in its management systems and company culture, to ensure the continuous improvement of due diligence within its organisation and supply chains in a progressive manner.
- **Empowerment:** United Nordic wants to enable its business partners to develop their organisations and empower supply chains in a way that respects human rights and enables continuous improvement. To this end, United Nordic provides support and tools, often through amfori BSCI and ETI, and expects its business partners to use and share these tools within their organisations and supply chains.
- **Protection of vulnerable persons such as home-based workers, smallholders, students as well as temporary and migrant workers:** The business partner commits to the protection and empowerment of vulnerable individuals, and members of vulnerable groups and communities, to the best of their influence. The business partner understands that vulnerability can depend on the context, and that certain individuals, groups, and communities may be vulnerable in more than one aspect.

Principles

Each United Nordic business partner hereby commits to do the following

1. Social Management System and Cascade Effect

- 1.1. Adopt and publicly communicate a written human rights policy statement, in line with the complexity and size of operations, approved at the highest management level.
- 1.2. Implement a process- and risk-based due diligence management system in their business practices in line with UNGP and adjusted to the business model of the company. The values and requirements set out in this Supplier CoC should be embedded in the system.

- 1.3. Train and incentivize all relevant departments and individuals in a manner that allows them to integrate the principles of responsible and gender-responsive business and purchasing practices in the company culture, and cascade it to its business partners.
- 1.4. Require its business partners to cascade the principles in the Supplier CoC to relevant business partners and stakeholders within their supply chains.
- 1.5. Require and follow-up with its business partners to work towards full compliance of the Supplier CoC within the sphere of its influence.
- 1.6. Include workers in its due diligence, especially the vulnerable parts in its supply chain such as home-based workers, smallholders, as well as temporary and migrant workers; identify the challenges at these levels, and partner with other relevant stakeholders for improvements.
- 1.7. Exercise responsible and gender-responsive (reducing gender inequalities) purchasing practices and avoid putting its business partners in a position that prevents them from adhering to the Supplier CoC.
- 1.8. Have strategies, processes, and sufficient resources in place to meet the responsibilities related to the Supplier CoC and ensure that there is continuous improvement in its implementation.
- 1.9. Establish or participate in effective operational-level grievance mechanisms for individuals and communities who may be adversely impacted and maintain accurate records. The grievance mechanism must be in line with UNGP Article 31. Where relevant, the grievance mechanism should be accessible in relevant local languages and should allow to address and remedy the issues effectively across jurisdictions through partnerships and coordination. The business partner shall refrain from disciplining, dismissing, or discriminating against any employee who provides information concerning compliance with this Supplier CoC.

2. Workers Involvement and Protection

- 2.1. Establish responsible and gender-responsive management practices that involve all workers and its representatives in sound information exchange on the due diligence process.
- 2.2. Define long-term goals to protect workers in line with the requirements and principles of the Supplier CoC.
- 2.3. Take specific measures, such as trainings, to make workers aware of their rights and responsibilities, with special attention to vulnerable persons. When relevant, intermediaries such as brokers, recruiters, and recruitment agencies should play an active role in achieving these steps.
- 2.4. Build sufficient competence among the managers, workers, and worker representatives within its company, as well as in the supply chain, to embed the principles, values and undertakings of Supplier CoC in its company culture and promote continuous education and training at each level of work.

3. The Rights of Freedom of Association and Collective Bargaining

- 3.1. Respect the right of workers to form and join trade unions – or to refrain from doing so – and bargain collectively, in a free and democratic way, without distinction whatsoever and irrespective of gender.
- 3.2. Ensure meaningful representation of all workers, without distinction whatsoever and irrespective of gender.
- 3.3. Not discriminate against workers because of trade union membership.
- 3.4. Not prevent workers' representatives and recruiters from having access to workers in the workplace or from interacting with them.
- 3.5. Allow workers to freely elect their own representatives with whom the company can enter dialogue about workplace issues, when operating in countries where trade union activity is unlawful or where free and democratic trade union activity is not allowed.

4. No Discrimination, Violence or Harassment

- 4.1. Treat all workers with respect and dignity.
- 4.2. Ensure that workers are not subject to any form of violence, harassment, inhumane or degrading treatment in the workplace, as well as threats of violence and abuse, including corporal punishment, verbal, physical, sexual, economic, or psychological abuse, mental or physical coercion, or other forms of harassment or intimidation.
- 4.3. Understand the possible grounds for discrimination in their specific context, and not discriminate or exclude persons/workers based on sex, gender, age, religion, race, caste, birth, social background, disability, ethnic and national origin, nationality, political affiliation or opinions, sexual orientation, family responsibilities, marital status, pregnancy, diseases, or other circumstances that could give rise to discrimination.
- 4.4. Establish disciplinary procedures and routines in writing and explain them verbally to workers in terms and language which they understand. The disciplinary measures must be in line with national legislation.
- 4.5. Provide gender-sensitive and equal opportunities and treatment throughout recruitment and employment.
- 4.6. Verify that workers are not harassed, disciplined, or retaliated upon for reporting issues on any of the grounds listed above.

5. Fair Remuneration

- 5.1. Ensure that all workers receive reasonable wages which is sufficient to cover the expenses for a decent standard of living for them and their families and should always be enough to meet basic needs and to provide some discretionary income. Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards based on collective bargaining, whichever is higher.
- 5.2. Pay wages in a regular, timely, stable manner and legal tender. Partial payment in the form of allowance "in kind" is only accepted in line with ILO specifications.

- 5.3. Reflect the experience, skills, responsibility, seniority, and education of workers in their level of wages.
- 5.4. Where a pay rate for production, quota or piece work, is established, allow workers to earn at least a wage which respectively meets or exceeds applicable legal minimum wages, industry standards, or collective bargaining agreements (where applicable) within standard working hours.
- 5.5. Ensure that workers of all genders and categories, such as migrant and local workers, receive the same remuneration for equal jobs and qualification.
- 5.6. Implement deductions only under the conditions and to the extent allowed by law or fixed by collective agreement and not use deductions as a disciplinary procedure.
- 5.7. Provide the workers with the social benefits that are legally granted, such as without negative impact on their pay, level of seniority, position, or promotion prospects.

6. Decent Working Hours

- 6.1. Ensure that workers are not required to work more than 48 standard hours per week, without prejudice to the specific expectations set out hereunder. Exceptions specified by the ILO are recognized.
- 6.2. Interpret applicable national legislation, industry benchmark standards or collective agreements within the international framework set out by the ILO and promote working hour practices that enable a healthy work-life balance for the workers.
- 6.3. Only exceed the limit of hours described above in line with exceptional cases defined by the ILO, in which case overtime is permitted.
- 6.4. Use overtime as an exceptional and voluntary practice, paid at a premium rate of minimum 125% of the standard rate. Overtime shall not represent a significantly higher likelihood of occupational hazards, and in no circumstance go beyond the limits defined under national legislation.
- 6.5. Grant its workers the right to resting breaks in every working day and the right to at least one day off in every seven days, unless exceptions defined by collective agreements apply. National public holidays shall be respected in accordance with legislation or collective agreements.

7. Occupational Health and Safety

- 7.1. Respect the right to healthy working and living conditions of workers and local communities, without prejudice to the specific expectations set out hereunder. Vulnerable persons, such as, but not limited to, young workers, new and expecting mothers and persons with disabilities, shall receive special protection.
- 7.2. Comply with national occupational health and safety legislation, or with international standards where national legislation is considered weak or poorly enforced according to generally recognised risk assessments.

- 7.3. Ensure that there are systems in place and effective measures taken to assess, identify, prevent, and mitigate potential and actual threats to the health and safety of workers. A clear set of regulations and procedures must be drafted and followed in respect of a safe working environment, protective equipment, fire protection, and emergency preparedness. This should include residential facilities if provided.
- 7.4. Train all departments and individuals on occupational health and safety regularly throughout all stages of employment and provide information on potential occupational health and safety risks to workers and affected communities in a way and language that can be understood by all workers.
- 7.5. Seek to improve workers' protection in case of accident. The business partner shall ensure that workers are covered under mandatory insurance schemes in accordance with applicable national legislation.
- 7.6. Maintain records of all health and safety incidents in the workplace and all other facilities that are provided or mandated.
- 7.7. Take all appropriate measures, and obtain all relevant licenses and documentation required by national legislation, to see to the stability and safety of the equipment and buildings they use, as well as to protect against and prepare for any foreseeable emergency. This includes residential facilities and transportation for workers when these are provided or mandated by the employer or a recruitment partner.
- 7.8. Establish relevant committees, such as an Occupational Health and Safety Committee, to ensure active co-operation between management and workers, and/or their representatives for the development and effective implementation of systems that ensure a safe and healthy work environment. These committees aim to represent the diversity of the workers.
- 7.9. Provide awareness to workers and respect their right and responsibility to exit the premises and/or stop working without seeking permission in dangerous situations and uncontrolled hazards.
- 7.10. Provide adequate occupational medical assistance and related facilities and provide equal access to all workers for these services. Health services (including insurance) should serve the distinctive concerns and needs of all genders and ages.
- 7.11. Provide access to safe and clean drinking water, and eating and resting areas free of charge, and where applicable, provide access to cooking and food storage areas.
- 7.12. Provide space for personal privacy and adequate number of safe, separate toilets with adequate level of privacy for all genders, and paper towels and washbasins with hand soap in all work areas.
- 7.13. Ensure that when residential facilities are provided or mandated, they are clean, safe, adequately ventilated and meet the basic needs of the workers, such as access to clean sanitation facilities and clean drinking water.
- 7.14. Provide and never allow exemptions of using effective and tailored Personal Protective Equipment (PPE) to all workers free of charge, taking the needs of different worker categories, such as pregnant and nursing women, into consideration.

- 7.15. Compensate the damages incurred to the workers on the occasion that historical or actual failure of adherence to principles is identified.

8. No Child Labour

- 8.1. Not employ, directly or indirectly, children below the minimum age of completion of compulsory schooling as defined by law, which shall not be less than 15 years, unless the exceptions recognised by the ILO apply.
- 8.2. Protect children from any form of exploitation.
- 8.3. Establish robust age-verification mechanisms as part of the recruitment process, which may not be in any way degrading or disrespectful to the worker.
- 8.4. Take special care and identify measures in a proactive manner in case of the dismissal and removal of children, to ensure the protection of affected children. If impermissible child labour is already taking place, measures shall be taken immediately. Such child labor must be terminated immediately and an action plan, consistent with the recommendations of UNICEF and Save the Children focusing on the best interests of the child, shall be prepared. The children in question shall be given the possibility to attend school for as long as they are subject to compulsory schooling. In situations where it is appropriate, the work shall be offered to an adult member of the child's family.

9. Special Protection for Young Workers²

- 9.1. Ensure that young persons do not work at night and that they are protected against conditions of work which are prejudicial to their health, safety, morals, and development.
- 9.2. Remove young workers from any hazardous work or source of hazard immediately when such cases are identified and redefine their scope of work without any loss of income.
- 9.3. Ensure that (a) the kind of work is not likely to be harmful to young workers' health or development; and (b) young workers' working hours allow their attendance in school, their participation in vocational orientation approved by the competent authority or their capacity to benefit from training or instruction programs.
- 9.4. Set the necessary mechanisms to prevent, identify and mitigate harm to young workers, with special attention to the provision and access of young workers to effective operational grievance mechanisms and to Occupational Health and Safety trainings schemes and programs specific to the needs of young workers.

10. No Precarious Employment

- 10.1. Ensure that recruitment processes and employment relationships do not cause insecurity and social or economic vulnerability for the workers.
- 10.2. Ensure that work is performed based on a recognised and documented employment relationship, established in compliance with relevant national legislations, custom or practice, and international labour standards, whichever provides greater protection.

² Children above the applicable legal minimum age for work but younger than 18 years

- 10.3. Provide workers with a written employment contract as well as understandable information in a language they understand and ensure that they are aware about their rights, responsibilities, and employment conditions, including working hours, remuneration and terms of payment before entering the employment.
- 10.4. Aim at providing decent, and where relevant, flexible working conditions that also support workers, irrespective of gender, in their roles as parents or caregivers, including migrant and seasonal workers whose children may be left in their hometowns.
- 10.5. Not use employment arrangements in a way that deliberately does not correspond to the genuine purpose of the law which includes - but is not limited to:
- apprenticeship or training schemes where there is no intent to impart skills or provide regular employment,
 - seasonality or contingency work when used to undermine workers' protection,
 - labour-only contracting, and
 - contract substitution.
- 10.6. Not use subcontracting in a way that undermines the rights of workers.

11. No Bonded, Forced Labour or Human Trafficking

- 11.1. Not engage in, or through business partners, be complicit to, any form of servitude, forced, bonded, indentured, trafficked or non-voluntary labour, including state-imposed forced labour.
- 11.2. Adhere to international principles of responsible recruitment, including the Employer Pays Principle, and require the same from its recruitment partners, when engaging and recruiting all workers, either directly or indirectly, especially members of vulnerable groups such as students, temporary and migrant workers. This includes, as a minimum:
- No recruitment fees and costs shall be charged to workers,
 - clear and transparent employment contracts,
 - workers' freedom from deception and coercion,
 - freedom of movement, the right to leave the workplace at the end of the working day and no retention of identity documents,
 - access to free, comprehensive, and accurate information,
 - freedom to terminate contract, change employer, and safely return,
 - access to free dispute resolution and effective remedies.
- 11.3. Progressively compensate the damages incurred to the workers within a reasonable timeframe, and within the framework of the international principles mentioned above, if historical or actual failure of adherence to principles is identified.

12. Protection of the Environment

- 12.1. Set climate targets as well as support the Paris Agreement and the EU regulation within "Fit for 55".
- 12.2. Comply with national environmental legislation, or with international standards where national legislation is weak or poorly enforced, ensure that production and transport will not conflict with national legislation or international provisions.

- 12.3. Implement a process- and risk-based environmental due diligence management system in its business practices, adjusted to the business model of the company. This can also be integrated into the overall due diligence management system.
- 12.4. Identify the environmental impacts of its operations, and implement adequate measures to prevent, mitigate and remediate adverse impacts on the surrounding communities, health, natural resources, climate, and the overall environment. Negative environmental impacts are for example climate change; loss of biodiversity; deterioration of ecosystems on land; deforestation; pollution of air, soil, and water; improper management of waste.
- 12.5. Have all necessary environmental permits, approvals, and registrations for the business activities obtained, maintained, and kept updated, and comply with operational and reporting requirements stated in such documents.
- 12.6. Ensure that no form of illegal environmental activity or ruthless exploitation of natural resources takes place in the operations.
- 12.7. Promote efficient and sustainable use of resources, including use of energy and water, and safeguard biodiversity and environmentally protected areas. Local, regional, and global environmental issues shall be considered.
- 12.8. Ensure that the use of chemicals, insecticides/pesticides, and other material that constitutes a hazard to humans or the environment are identified, evaluated, labelled, and handled with care to ensure safe handling, relocation, storage, use, recycling, or reuse and removal. The use of such materials shall be kept to a minimum.

13. Use of resources and impact on the local community

- 13.1. Assess its impact on the local population and local community and take necessary measures to avoid negative impact.
- 13.2. The immediate vicinity surrounding a production site may not be excessively exploited or degraded by pollution.
- 13.3. In case of conflict with a local community concerning the use of land or other natural resources, ensure, through negotiation, that respect is shown to the greatest extent possible for individual and collective rights to land and other resources based on customs and traditions, including in cases where such rights have not been formally registered. Observe the principle of the right to free, prior, and informed consent (FPIC) in accordance with the UN's Declaration on the Rights of Indigenous Peoples in processes where there is a risk of compromising the rights of indigenous people.
- 13.4. Ensure that production and extraction of raw materials for production do not contribute to elimination of income for marginalised population groups.

14. Animal Welfare

- 14.1. Safeguard animal welfare in all stages of the supply chain, during husbandry, transportation, and slaughter. Animals shall be treated with respect and be handled by competent and trained personnel. All activities involving animals shall, at a minimum, be performed in accordance with the national legislation governing animal welfare in the country where the animals are kept and handled.

- 14.2. Ensure that all animals involved in the supply chain are healthy and provided with good care in a proper animal housing environment. Medical treatment shall be provided, when needed, in case of illness, and with a restrictive and judicious use of antibiotics. Antibiotics must be prescribed by a veterinarian and shall not be used as growth enhancers.
- 14.3. Ensure respect of the Five Freedoms of Animal Welfare:
- freedom from hunger and thirst;
 - freedom from discomfort;
 - freedom from pain, injury, and disease;
 - freedom from fear and distress; and
 - freedom to express normal and natural behavior.
- 14.4. Ensure that all animals are properly stunned before slaughter.
- 14.5. Require that surgical procedures shall be performed with proper anesthesia and pain relief.

15. Ethical Business Behavior

- 15.1. Not directly or indirectly take part in any act of corruption, extortion, or embezzlement, nor in any form of bribery - including but not limited to - the promising, offering, giving, or accepting of any improper monetary means or other improper incentives such as events or travel with suppliers or business connections. This also applies to the business partner's management, employees and entities acting on behalf of the business partner.
- 15.2. Develop and adopt adequate internal controls, programs, or measures to prevent and detect corruption, extortion, embezzlement or any form of bribery, developed on the basis of a company-specific risk assessment.
- 15.3. Conduct business according to the highest applicable ethical standards, apply good business practices and ensure that its' business relationships are characterised by independence and integrity.
- 15.4. Provide awareness to the workers about the policies, controls, programs, and measures against unethical behavior, and promote compliance within the company through training and communication.
- 15.5. Not engage in, assist, or facilitate any form of money laundering or other economic crimes. All reasonable steps shall be taken to ensure that financial transactions are not used to launder proceeds of illegal activity.
- 15.6. If applicable, business partners that manufacture or distribute components, parts, or products containing so called conflict minerals (tin, tantalum, tungsten, gold and/or other minerals which can be regarded as conflict minerals) shall develop a conflict mineral policy, outlining its commitment to responsible sourcing and legal compliance.
- 15.7. Keep accurate information regarding the activities, structure, and performance of the company, and disclose these in accordance with applicable regulations and industry benchmark practices to enhance transparency of such activities.
- 15.8. Not falsify or participate in falsifying any information, or in any act of misrepresentation in the supply chain.

- 15.9. Collect, use, and otherwise process personal information (including that from workers, business partners, customers, and consumers in their sphere of influence) with reasonable care. The collection, use and other processing of personal information must comply with all applicable privacy and information security laws and regulatory requirements.
- 15.10. Respect intellectual property rights, including within any transfer of technology and know-how.
- 15.11. Comply with applicable economic sanctions and export/import control laws authorized by international bodies like United Nations and EU and take all reasonable steps to ensure that business is not conducted in or with a sanctioned country, territory, group, organisation or individual. If any person or entity within the supply chain or wider business operations of the business partner is or may be subject to economic sanctions, United Nordic or its members shall immediately be notified to discuss the appropriate action. Any government authorisation required to engage in activities involving restricted items shall be obtained and complied with.

Compliance and monitoring (inspections)

- The business partner shall monitor that the Supplier CoC is observed internally and in its full supply chains based on a continuous improvement approach.
- The business partner acknowledges that United Nordic members may choose to include them in monitoring activities. It agrees to be monitored on-site and off-site, announced, or unannounced, by United Nordic or any of its member companies, amfori BSCI, or auditing companies for this purpose. The business partner acknowledges that monitoring may include inspections, self-assessment questionnaires and/or risk assessments. The business partner agrees to cooperate and provide transparency by filling out requested information and sharing documentation which can prove their compliance with the Supplier CoC. As part of a monitoring activity and if required, the business partner could for example be asked to:
 - give full access to the facilities as requested by the auditor/s conducting the activity, including parts that may not have been initially indicated in the activity scope,
 - give access to personal data on its workers, and let the auditor gather relevant data for reporting purposes as long as in line with the national legislation and EU GDPR,
 - allow the auditor to gather necessary document evidence relevant to the activity, including but not limited to business documents, licenses, certifications, and pictures,
 - allow the auditor to conduct on-site and off-site interviews with workers in full confidentiality, without any influence or retaliation from the management.
- Each case of violation of the Supplier CoC will be evaluated and handled based on the severity of the violation. United Nordic has, through the respective contracting member, the right to terminate the contract and cooperation with the business partner in the event of repeated violations of the Supplier CoC or if the business partner violates the Supplier CoC in any material respect. Material violation of the Supplier CoC could for example include, but shall not be limited to:
 - providing false information,
 - offering or accepting bribes or being involved in any other form of corruption,
 - not implementing agreed measures or improvements in the event of deviations from the Supplier CoC within an agreed time frame without a reasonable explanation, or

- in other ways showing that the business partner does not share United Nordic's or its contracting member's core values or perception of sustainable business, and thereby not respecting the Supplier CoC.

This version overrules all previous versions of the Supplier CoC in all its translations. If there are any discrepancies between the English version of this document and a translation, the English version shall prevail.