

K.HARTWALL

Logistics Efficiency through Innovation

K.Hartwall Business Partner Code of Conduct

Ethics and Compliance

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MESSAGE FROM OUR CEO

Valued K. Hartwall Partner,

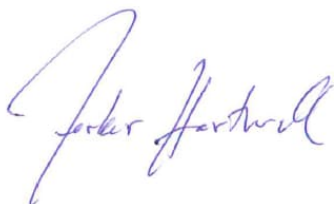
Integrity has always been a key driver in the success story of K. Hartwall. Our values Reliable Partner, Driving Progress and Open Communication have served us well and worked to improve our relationship and build trust both among our business partner network and with our customers.

To ensure we, as K. Hartwall, can live up to our values and standards as well as to promote fair and equal treatment of all K. Hartwall's Partners, we have codified the main requirements and guidelines to working with us into this Business Partner Code of Conduct -policy. The purpose of this policy is primarily to ensure that all K. Hartwall Partners have a common framework and consistent standpoint on how K. Hartwall expects all business related to itself to be conducted globally.

This Business Partner Code of Conduct -policy complements our internal Code of Conduct -policy. Both these policies are open and public information to all Customers of K. Hartwall, providing valuable insight on how we live out our values. The principles and guidelines outlined in this policy showcase how we require all our Partners to act when such actions relate to us.

In this policy we make known our requirements on several issues such as compliance with laws, working in an ethical and sustainable manner, respecting the rights of employees and protecting the environment. All these issues are profoundly important to us.

This Business Partner Code of Conduct -policy applies to all K. Hartwall Partners and we expect all our Partner's acceptance of the core principles it represents. We welcome any feedback to maintain this policy up-to-date and to meet the demands of the constantly changing business environment.



Jerker Hartwall

1 SCOPE AND PURPOSE

1.1 Scope

This Business Partner Code of Conduct (“Code”) applies to all entities including their employees, managers, directors and officers as well as individuals providing goods or services to, representing the interests of, or otherwise working with K. Hartwall globally (“Partner”). Such Partners may include:

- Suppliers
- Vendors
- Service Providers
- Agents
- Distributors
- Consultants

Each Partner working with K. Hartwall is responsible for knowing and understanding the principles and directions outlined in this Code. Adhering to this Code is a mandatory requirement for conducting business with K. Hartwall.

1.2 Purpose

This Code acts as guidance on the minimum standards for all Partners on how to conduct any business related to K. Hartwall ethically, fairly and with integrity. It sets a baseline which all the Partners need to follow to build and maintain the trust of our valued customers and other partners. It echoes our core values: Reliable Partner, Driving Progress and Open Communication, building upon the same foundation and communicating our resolve to live up to these values.

K. Hartwall encourages Partners to actively seek guidance from us in any case where Partner is unsure how to interpret the Code or how to act in a particular situation. However, all Partners are responsible for their own actions and it is advisable to consult Partner’s own advisors and counsels in case of doubt. K. Hartwall does not offer legal advice to Partner.

1.3 Violations

Breaching the Code may have profound and serious consequences for Partner. It may lead to termination of the current business relationship between K. Hartwall and Partner and loss of future business with K. Hartwall. In addition to being detrimental to the business relationship, breaching the Code and any applicable legislation may lead to heavy fines for companies and individuals or, in severe cases, even loss of freedom for individuals responsible for such breach.

2 COMPLIANCE WITH LAWS

K. Hartwall as a group always complies with all global and local laws and relevant regulations applicable to it and expects the same from its Partners. Partner shall comply with all applicable laws and regulations.

This Code is not a substitute of and does not intend to override or substitute any laws or regulations but sets the minimum standards of behavior. In case Partner is unable to adhere to this Code due to applicable laws and regulations, Partner should adhere to the spirit of this Code to the extent reasonably possible. In a situation where local cultural norms and this Code may collide, this Code prevails as the appropriate guidance and must be followed.

3 COMPLIANCE WITH SANCTIONS

Partner shall comply with all applicable export control laws and regulations, included those issued by the UN, EU or US authorities.

Partner shall immediately inform K. Hartwall if:

- Partner or its owner or ultimate beneficial owner, director, officer or representative is or becomes a subject to international trade sanctions;
- Partner becomes subject to sanctions compliance investigation; or
- Partner is or becomes aware of any of its products or deliverables supplied to K. Hartwall is subject to any export controls or -license requirements.

Partner shall, upon request by K. Hartwall, disclose information about the manufacturing location of any products supplied to K. Hartwall and provide proof of origin.

4 BUSINESS ETHICS

4.1 Ethical Conduct

Partner shall pursue to uphold high ethical standards in their business operations. Corrupt and fraudulent business practices must not be engaged in or tolerated by Partner and Partner shall seek to ensure the same from its own suppliers and business partners.

4.2 Anti-bribery and Anti-corruption

K. Hartwall has zero tolerance towards bribery and corruption and expects the same from its Partners. Partner shall not offer or solicit any bribes and reject all requests or offers of any bribes. Partner shall not make, offer, ask or receive any improper payments to obtain new business, retain existing business or to gain any other advantage. No solicitation ("grease") payments shall be offered or made by Partner.

Gifts, hospitality or entertainment given or received by Partner shall never be offered or received if it can make the recipient feel obligated or expected to give counter favors. It shall always be modest in value and limited in scope and frequency. Cash or cash equivalents shall never be offered or received as gifts.

4.3 Conflicts of Interest

Partner must avoid any such interaction with K. Hartwall employees that may conflict with the employees duties to act in K. Hartwall's best interest. Partner shall disclose any conflicts of interest or situations that might appear as such to K. Hartwall. Partner shall inform K. Hartwall if any K. Hartwall employee or such employee's family member is employed by or holds a material financial interest in Partner.

4.4 Competition

Partner shall compete in a lawful, straightforward and ethical manner in full compliance with any applicable competition laws. Partner shall not engage in any activities to increase prices or restrict availability of products or services, such as:

- Price Fixing – Formal or informal agreements with competitors to price levels
- Term Fixing – Formal or informal agreements with competitors to terms of supply
- Bid Rigging – Coordination of bidding process with competitors to pre-determine the winning bid
- Market Sharing – Agreeing on allocation of customers or territories with competitors
- Limiting Supply – Agreeing on limiting production or restricting availability of goods or services
- Oversharing Information – Disclosing sensitive commercial information with competitors about pricing, customers, discounts, volumes or the like

4.5 Privacy

Partner shall protect the right to privacy of individuals. Personal data shall be kept confidential and not used without the data subjects' consent save where permitted or required by law. Partner shall not collect, access or use any personal data without a valid and lawful reason. No personal data shall be used for purposes that are incompatible with the information given to or permission received from the data subject. Partner shall not disclose any personal data outside of its organization unless it is allowed to do so by law and upon doing so Partner shall ensure that there are sufficient safeguards in place to ensure the data is processed and protected legally at the recipient.

5 LABOUR ETHICS AND HUMAN RIGHTS

K. Hartwall expects Partner to comply with international standards, such as ILO Declaration on Fundamental Principles and Rights at Work. Partner is further encouraged to follow the UN Guiding Principles on Businesses and Human Rights (UNGP's) and have the relevant policies, processes and procedures in place as described in the guiding principles.

5.1 Child and Forced Labor

K. Hartwall explicitly prohibits the use of child- or forced labor in any operations related to K. Hartwall and requires Partners to uphold the same standards. Partner shall not employ or use workers under the age of 15 or the local legal minimum age for work. Young workers shall not perform duties that are mentally, physically or morally dangerous or harmful. No such work duties may be assigned to young employees which could interfere with attending school.

Partner may not, in any circumstance, use or contract subcontractors to use forced or coerced labor. All mental or physical coercion, slavery and human trafficking are prohibited.

5.2 Freedom of Association

Partner shall respect freedom of association and the right to collective bargaining for its employees, in accordance with the law or practice of the countries in which Partner operates. No discrimination, harassment or intimidation is acceptable in relation to employees exercising their legal rights to join or refrain from joining any organization or collective. Where local law sets restrictions on the right to freedom of association and collective bargaining, Partner should aim to facilitate alternative forms of worker dialogue, representation, association, and bargaining.

5.3 Non-discrimination, Dignity

Partner shall not accept any form of discrimination, whether based on ethnicity, gender, religion, nationality, age, sexual orientation, gender identity, disability or any other factor not related to the individual's qualifications or job requirements. K. Hartwall expects Partner to have a zero-tolerance approach towards any form of harassment such as bullying, humiliation or threatening conduct. Improper workplace conduct, such as inappropriate comments, gestures or sexual innuendos shall not be tolerated.

5.4 Fair and Reasonable Terms of Employment

Partner shall enter into employment contracts with all its employees and shall follow applicable legislation, regulations, and collective agreements (where applicable) regarding working hours and wages. All employees are entitled to their own copy of the employment contract and wage statement, which must be written in a language the employee understands. All employees must be treated fairly and equally. The level of wages shall, as a minimum, comply with wages mandated by government's minimum wage legislation, or approved industry standards based on collective bargaining, whichever is higher. Deduction from wages is permitted only if and to the extent prescribed by applicable law, regulations, or collective bargaining agreements. Wages shall always be sufficient to cover living expenses and provide some disposable income. Partner's employees must be provided with the means to raise concerns about any of the requirements of this Code and such employees must be protected from any form of retaliation.

Partner shall ensure that employees are not required to work more than 48 regular hours per week. Overtime shall be voluntary and is meant to be exceptional. Partner shall grant its employees with the right to resting breaks in every working day and the right to at least one day off in every seven-day period unless exceptions stipulated in collective agreements or in applicable legislation apply.

6 HEALTH & SAFETY

Health and Safety rules and procedures are a fundamental aspect in all K. Hartwall activities and we demand the same from our Partners. Partner is required to have an Occupational, Health and Safety (OHS) management system or otherwise fulfil at least the domestic and/or EU regulations and legislation regarding occupational health and safety.

Partner shall secure that its employees have a safe working environment and needs to have a documented process to manage work related illnesses. Partner shall not compromise on the health on safety of its employees for business reasons and shall at all times adhere to any relevant laws and regulations.

Partner shall ensure that its employees are provided with the appropriate health and safety information, training and -equipment. Drugs or alcohol must not be tolerated in any work related to K. Hartwall.

7 ENVIRONMENT

Partner shall make all reasonable efforts to conduct its business in an economically sustainable way and to minimize its impacts on the environment including. Partner shall comply with the requirements of all applicable laws and regulations regarding its environmental impact. Partner must obtain, maintain and comply with all required environmental permits and registrations for its operations.

Pollutants and emissions shall be monitored, controlled, minimized and, if possible, appropriately treated. Special attention must be directed towards reducing Partner's carbon footprint. Partner shall have an appropriately proportioned system to manage its environmental impacts which shall, if appropriate, include an environmental management system.

8 IPR AND CONFIDENTIAL DATA

Detailed procedures concerning identification, handling and disclosing of K. Hartwall intellectual property as well as proprietary and confidential information shall be agreed upon in separate Non-Disclosure Agreements or other agreements made and communicated between K. Hartwall and Partner. Partner shall comply with all applicable laws and regulations protecting proprietary and confidential information and honors all agreements pertaining to the matter. Partner shall not infringe K. Hartwall's or any third party's intellectual property rights.

9 MONITORING, REPORTING AND AUDITING

9.1 Monitoring Compliance

Partner shall continuously monitor its compliance with this Code and is expected to maintain transparent and reliable documentation and records at all times. If Partner notes that it is not in compliance with this Code, it shall take decisive corrective action without any undue delay.

K. Hartwall will follow up the risks and compliance with the Code among Partners. In the event of violation of this Code, Partner must present a corrective action plan approved by K. Hartwall, which must be implemented and documented within a specific period. If Partner has, in the reasonable opinion of K. Hartwall, materially violated this Code, K. Hartwall is entitled to terminate the business relationship with Partner with immediate effect and without any severance or compensation payable to Partner.

9.2 Reporting

If Partner becomes aware of its own or K. Hartwall's employees breaching this Code, Partner shall inform K. Hartwall of the breach without delay. Primarily such reports shall be submitted to Partner's K. Hartwall contact person but may, if required, also be submitted through K. Hartwall's anonymous whistleblowing channel <https://k-hartwall.ilmoituskanava.fi>. Any reports related to privacy issues may be submitted to *privacy-khw@k-hartwall.com*.

9.3 Auditing

K. Hartwall or a third party appointed by K. Hartwall shall have the right to perform an audit of Partner's compliance with this Code on Partner's premises by notifying Partner not later than 14 days in advance. Audit may include (without limitation) Partner's facilities, management system, instructions and documents related to Partner's performance towards K. Hartwall under this Code. In case of suspicion of severe violation of the Code by Partner or its sub-suppliers, K. Hartwall reserves the right to audit Partner unannounced. Partner shall at its own expense assist in the audit and provide K. Hartwall with the required documentation.

K. Hartwall may perform a pre-audit of Partner through a questionnaire and Partner shall respond to the questionnaire before the audit.

10 APPLICABILITY AND ACCEPTANCE

By engaging in a business relationship or continuing to engage in the same, Partner confirms that it and its affiliated companies comply with this Code. For the purposes of this Code, affiliate refers to a company controlled by Partner, controls Partner or is under common control of Partner.

Partner shall ensure that its own suppliers, subcontractors and partners comply with the material principles of this Code.