

## Supplier Code of Conduct

concerning

InstallatørGruppen A/S  
(CVR no. 43 89 18 71)

**Contents**

	<b>Page</b>
1 Foreword	3
2 Purpose – Why do we have a Supplier Code of Conduct?	3
3 Scope – Who must follow the Code	3
4 Roles and Responsibilities	3
5 Applicable Legislation	4
6 Core Principles of Our Ethical Behaviour	4
7 Reporting Concerns and Suspicions	10

## **1 Foreword**

- 1.1 Our commitment to responsible business conduct can only be fulfilled if our suppliers and business partners also act according to our value set. Therefore, this Supplier Code of Conduct (the "Supplier Code") has been developed to clearly communicate our requirements to our suppliers.
- 1.2 Our suppliers are expected to meet these requirements throughout their relationship with InstallatørGruppen A/S ("InstallatørGruppen") and together with its subsidiaries (the "Group")

## **2 Purpose – Why do we have a Supplier Code of Conduct?**

- 2.1 At InstallatørGruppen, we promote corporate responsibility and sustainability, including in our supply chains. We work closely with our suppliers and partners to achieve this goal. Therefore, we have prepared this Supplier Code to illustrate what we expect from our suppliers and partners.
- 2.2 Our Supplier Code summarizes the basic ethical attitudes and integrity standards shared across all companies within the Group. It outlines our most important ethical principles and requirements concerning issues that may have significant business, legal, and reputational consequences if handled incorrectly.
- 2.3 When selecting new suppliers, emphasis will be placed on social, environmental, and integrity-related standards. This Code covers human rights, labour rights, children's rights, the environment, and corruption.

## **3 Scope – Who must follow the Code**

- 3.1 The Supplier Code applies to suppliers – including contractors, agents, and consultants – who have a contractual obligation to comply with it. This includes the suppliers' employees at all levels, board members, hired personnel, consultants, and others acting on behalf of or representing the supplier.
- 3.2 InstallatørGruppen further expects suppliers to do their best to ensure that similar standards are upheld within their own sphere of influence, especially by their own suppliers.

## **4 Roles and responsibilities**

- 4.1 Suppliers to the Group must deliver goods and services produced in accordance with applicable laws, regulations, and this Code. Additionally, suppliers must communicate the Code to their sub-contractors and monitor its implementation.
- 4.2 A supplier must be able to document compliance with the Code upon InstallatørGruppen's request. Such documentation may be a self-declaration, follow-up meetings, due diligence from an external service provider, and/or inspection of working conditions at production sites at

InstallatørGruppen's discretion. Suppliers are required to name and provide contact information for any subcontractor that InstallatørGruppen wishes to inspect.

## **5 Applicable legislation**

- 5.1 Suppliers must comply with applicable laws and regulations in their country of origin and in countries where they operate. Suppliers are expected to act in accordance with relevant international conventions and guidelines established by international organizations, including the United Nations and the Organisation for Economic Co-operation and Development.
- 5.2 If there is a discrepancy between applicable laws, regulations, and the Supplier Code or requirements in the contract with the supplier, the supplier must follow the strictest requirements.
- 5.3 Furthermore, suppliers must not engage in activities - even if legal - that may harm the Group's reputation. If in doubt about what is acceptable, suppliers must seek advice.

## **6 Core Principles of Our Ethical Behaviour**

### **6.1 No Forced Labour (ILO Conventions 29 and 105)**

- 6.1.1 No forced labour, bonded labour, or involuntary prison labour may be used. If voluntary prison labour is used by our suppliers, this must be separately approved by InstallatørGruppen.
- 6.1.2 Workers must not be required to deposit money or identity documents with their employer and must be free to leave their employer with reasonable notice.

### **6.2 Freedom of Association and the Right to Collective Bargaining (ILO Conventions 87, 98, 135, and 154)**

- 6.2.1 Workers have the right to freely join or form trade unions of their choice and to engage in collective bargaining. The employer must not interfere with or hinder the formation of trade unions or collective bargaining.
- 6.2.2 The employer must maintain an open attitude toward trade union activities and their organizational activities.
- 6.2.3 Worker representatives must not be discriminated against and must have access to perform their representative duties at the workplace.
- 6.2.4 If the right to freedom of association and/or collective bargaining is restricted by law, the employer must encourage and not hinder the development of alternative forms of independent and free worker associations and negotiations.

- 6.3 No Use of Child Labour (UN Convention on the Rights of the Child; ILO Conventions 138, 182, 79; ILO Recommendation 146)
- 6.3.1 For work that must be performed in a manner or under circumstances that may endanger health, safety, or morals, the minimum age for workers is the highest of the following: 18 years; the national minimum age for employment; or the age at which compulsory education ends.
- 6.3.2 The types of employment or work to which the above requirements apply must be defined by national laws or regulations or by the competent authority. Employers should review national legal requirements and consult experts to determine the type of employment and corresponding minimum age.
- 6.3.3 If national laws or standards do not consider the work hazardous, the minimum age for workers may be over 16, provided that the young workers' health, safety, and morals are fully protected, and they have received adequate specific training or vocational education.
- 6.3.4 Child labour must not be recruited, which is defined as work performed by a child younger than the minimum age(s) stated above.
- 6.3.5 No one under the age of 18 may perform work that is hazardous to their health, safety, or morals, including night work.
- 6.3.6 Policies and procedures for remediating child labour prohibited under ILO Conventions No. 79, 138, and 182 must be established, documented, and communicated to staff and other interested parties. Adequate support must be provided to enable such children to participate in and complete compulsory schooling
- 6.4 No Discrimination (ILO Conventions 100, 111; UN Women's Convention)
- 6.4.1 There must be no discrimination in hiring, compensation, access to education, promotion, termination of employment, or retirement based on ethnic origin, religion, age, disability, gender, marital status, sexual orientation, union membership, or political affiliation.
- 6.4.2 Measures must be taken to protect workers from sexually intrusive, threatening, abusive, or exploitative behaviour and from discrimination or dismissal on unjustified grounds such as marriage, pregnancy, parenthood, or HIV status.
- 6.5 No Harsh or Inhumane Treatment
- 6.5.1 Physical abuse or punishment, threats of physical abuse, sexual or other harassment, verbal abuse, and other forms of intimidation are prohibited.
- 6.5.2 All forms of bullying of staff and colleagues are prohibited, as well as very condescending or loud/aggressive speech toward employees or colleagues.

6.6 Health and Safety (ILO Convention 155; Recommendation 164)

- 6.6.1 The work environment must be safe and hygienic, focusing on prevailing industry knowledge and specific hazards. Hazardous chemicals and substances must be handled carefully. Appropriate measures must be taken to prevent accidents and health damage by minimising the causes of workplace hazards.
- 6.6.2 Workers must receive regular and documented occupational health and safety training, which must be repeated for new or reassigned workers.
- 6.6.3 There must be access to clean toilet facilities and drinking water and, where relevant, sanitary facilities for storing food.
- 6.6.4 If accommodation is provided, it must be clean, safe, adequately ventilated, and must provide access to clean toilet facilities and drinking water.
- 6.6.5 The company following this Code must assign responsibility for occupational health and safety to a representative of senior management.

6.7 Wages (ILO Convention 131)

- 6.7.1 Wages and benefits paid for a standard workweek must at minimum meet national legal standards or industry benchmark standards, whichever is more comprehensive. Wages should always cover basic needs, including discretionary income.
- 6.7.2 All workers must, prior to their employment, receive a written and understandable contract describing wage conditions, including the amount of tax paid if withholding tax applies, as well as the payment method and pay period.
- 6.7.3 Deductions from wages based on disciplinary action are not permitted, and deductions not required by national law may not be made without the worker's explicit consent.

6.8 Working Hours (ILO Conventions 1, 14)

- 6.8.1 Working hours must comply with national law, collective agreements, and industry benchmark standards and must not exceed prevailing international standards. Working hours should not regularly exceed 48 hours per week.
- 6.8.2 Workers must have at least one day off for every seven-day period.
- 6.8.3 Overtime must be limited and voluntary. Working hours must comply at all times with collective agreements, legislation, and employment contracts.
- 6.8.4 Workers must always receive overtime pay for overtime hours in accordance with applicable legislation and never below that. Overtime must be compensated at a premium rate, recommended at least 125% of normal pay.

- 6.8.5 Working hours may only exceed 60 hours in a seven-day period under special circumstances when all of the following conditions are met:
- This is permitted under national law;
  - This is permitted under a freely negotiated collective agreement with a worker organization representing a significant portion of the workforce;
  - Appropriate safety measures are taken to protect workers' health and safety; and
  - The employer can demonstrate extraordinary circumstances, such as unexpected production peaks, accidents, or emergencies.

## 6.9 Regular Employment

- 6.9.1 Obligations toward workers under international conventions, national laws, and regulations concerning regular employment must not be avoided through the use of short-term contracts (e.g., contract work, day labour, home work, or work paid per day), subcontractors, or other arrangements.
- 6.9.2 All workers have the right to an employment contract in a language they understand. For foreign labour, this will be English.
- 6.9.3 Apprenticeship duration and content must be clearly defined prior to assignment and the start of the apprenticeship period.

## 6.10 Marginalized Populations

- 6.10.1 Production and use of natural resources must not contribute to the destruction and/or degradation of marginalized populations' resources and livelihoods, such as claiming large land areas, water consumption, or other natural resources upon which these groups depend.

## 6.11 Environment (UNDP Social and Environmental Standards 2014)

- 6.11.1 Measures must be taken to minimise negative impacts on human health and the environment throughout the value chain. This includes minimising pollution, promoting efficient and sustainable use of resources - including energy and water - and minimising greenhouse gas emissions in production and transport. The local environment at the production site must not be exploited or degraded.
- 6.11.2 InstallatørGruppen must perform annual environmental risk assessments everywhere it has facilities to identify unregistered risks of environmental pollution and degradation. Based on these risk assessments, the company's board must take measures to minimise risks, where possible.
- 6.11.3 National and international environmental laws and regulations must be complied with, and relevant emission permits must be obtained.
- 6.11.4 The supplier is expected to continuously improve its environmental performance throughout the value chain through operational control and monitoring and by focusing on awareness and

training. InstallatørGruppen must continuously seek to improve its environmental performance based on sound science and technical and economic feasibility.

#### 6.12 Climate Target

- 6.12.1 Suppliers must minimise negative impacts on people and the environment throughout the entire value chain. This includes limiting pollution, using energy, water and materials efficiently, responsible chemicals management, and reducing greenhouse gas emissions from production, operations and transport. Applicable environmental legislation, permits and standards must be complied with.
- 6.12.2 InstallatørGruppen is working towards net-zero emissions no later than 2050 and wants to take this journey together with our suppliers. We encourage all suppliers to measure their CO<sub>2</sub>e emissions (Scope 1 and 2 as well as relevant Scope 3), set targets in line with the Paris Agreement's 1.5°C objective and have them validated as science-based by SBTi, and to report progress on an ongoing basis in accordance with the GHG Protocol or an equivalent international standard. InstallatørGruppen's ambition is that 70% of our procurement spend comes from suppliers with SBTi-approved climate targets.
- 6.12.3 For our largest, strategic suppliers and wholesalers, with whom the Group enters into framework or long-term agreements, we expect an enhanced climate effort: SBTi-approved targets or an equivalent documented process, and a plan for reporting to the Carbon Disclosure Project (CDP) or a similar framework.

#### 6.13 Corruption

- 6.13.1 The highest standard of integrity is expected in all business interactions, and the supplier must comply with all applicable laws and regulations concerning bribery and corruption.
- 6.13.2 No form of corruption is accepted, including bribery, extortion, kickbacks, and inappropriate private or professional advantages for customers, agents, contractors, suppliers, or their employees or officials.
- 6.13.3 The supplier must refrain from offering gifts or entertainment to InstallatørGruppen's buyers, agents, or other employees in an attempt to influence business decisions. Receiving gifts and entertainment must always comply with InstallatørGruppen's anti-bribery and corruption policy.

#### 6.14 Conflicts of Interest

- 6.14.1 In connection with our suppliers' business relationships with us, we expect our suppliers to make decisions based solely on objective criteria. Factors influencing supplier decisions due to private, business, or other conflicts of interest must be prevented from the outset. The same applies to relatives and other closely associated parties.

6.14.2 Board members and employees of the Group must act impartially in all business relationships and must not provide inappropriate advantages to other individuals, companies, or organizations.

6.15 Anti-Money Laundering

6.15.1 At InstallatørGruppen, we expect our suppliers to comply with all applicable laws and regulations aimed at preventing money laundering and not to engage in money laundering.

6.15.2 Board members and management at InstallatørGruppen may only work with partners engaged in legitimate business activities with funds derived from legitimate sources.

6.15.3 Our suppliers must take reasonable measures to prevent and detect any illegal form of payment and prevent the Group from conducting financial transactions used by others for money laundering.

6.16 Compliance with National and International Sanctions

6.16.1 At InstallatørGruppen, we expect our suppliers to comply with all applicable national and international sanctions. We expect to be informed immediately if our suppliers become subject to national or international sanctions or violate any national or international sanctions laws.

6.17 Third Parties

6.17.1 At InstallatørGruppen, we expect our suppliers to have processes in place to conduct due diligence on their activities and entire supply chain, including business partners. This must be done in accordance with international standards such as the OECD Guidelines for Multinational Enterprises. Due diligence must at minimum include human rights, labour conditions, environmental harm, corruption, and bribery.

6.17.2 Suppliers must, upon request, provide InstallatørGruppen with information on how due diligence has been carried out in their supply chain.

6.18 Confidentiality and Use of Company Name

6.18.1 Suppliers must not misuse and must keep confidential any information of a confidential nature relating to the Group, as may be further specified in the contract between InstallatørGruppen or the relevant Group company and the supplier.

6.18.2 The supplier may only use InstallatørGruppen's name in connection with the promotion of its own business if this is approved in writing by InstallatørGruppen. If quotes or similar statements are highlighted, these must always be approved and removed again if the cooperation ends.

6.19 Competition

6.19.1 Suppliers must have high commercial and ethical standards and must compete within the framework of competition rules in the markets in which they operate. No supplier may participate in

unlawful price agreements, unlawful market sharing, or other practices in violation of applicable competition law.

#### 6.20 Protection of Property and Assets

6.20.1 Suppliers are responsible for ensuring and properly using the Group's assets while in their possession. The Group's assets may not be used for personal advantage.

#### 6.21 Accuracy of Records

6.21.1 Suppliers are obligated to maintain transparency, verifiability, and accuracy in their work while complying with their confidentiality obligations. All accounting information must be correct and recorded in accordance with laws and regulations.

### **7 Reporting Concerns and Suspicions**

#### 7.1 Where to Seek Advice

If suppliers are or become unsure about the meaning of anything in the Supplier Code or the correct procedure under it, they must seek advice and discuss it with their InstallatørGruppen contact person.

#### 7.2 Reporting

Suppliers must have an internal process for reporting and handling concerns and suspicions or violations of the Supplier Code. They must immediately inform InstallatørGruppen of any concerns or potential violations and must fully cooperate with InstallatørGruppen's investigation. Suppliers must not retaliate against anyone for raising or helping to resolve a genuine business integrity concern.

Concerns and suspicions may also be reported anonymously via the electronic reporting system.

#### 7.3 Handling Reports

All reports will be treated as confidential. If the reporting party chooses to remain anonymous, InstallatørGruppen will protect their identity.

#### 7.4 Consequences of Violations

In the event of a violation of the Code, InstallatørGruppen and the supplier will jointly prepare a plan to remedy the violation. The remediation must take place within a reasonable time frame. The supply contract may be terminated, without penalty, if the supplier continues to refuse to remedy the violation or in the case of a material breach of this Supplier Code.

This Policy has been adopted by the Board of Directors on 1 June 2026 and available on InstallatørGruppen's website. This Code and the requirements contained therein are subject to annual review.