

# Kruse Smiths Anlegg's general contractual provisions for sub-contractors (rev. 4.0)

## 1 DEFINITIONS

In this contractual agreement, Kruse Smith Anlegg AS is the main contractor and is referred to below as 'KSA'. The sub-contractor (equivalent to sub-contractor in NS 8415, NS 8416 and 'design and build sub-contractor' in NS 8417) is referred to below as 'the SC'.

### SPECIAL CONTRACT PROVISIONS TO NORWEGIAN STANDARD

The relevant Norwegian Standard (NS 8415, NS 8416 or NS 8417) (the "Standard Contract") with the changes and additions that appear in the following apply as general contract terms.

#### Back-to-back

A back-to-back principle applies at the rule and result level, unless otherwise expressly agreed. This means that, to the extent that they are relevant and covered by the SC's subject area, all requirements that are incumbent on KSA in the contract with the Client are also incumbent on the SC under this contract. This includes, but is not limited to, job descriptions, HSE, the external environment, quality assurance, working hours, ethical guidelines etc.

In the event of disagreement about which rights and obligations the SC has based on the job description or other requirements transferred to the SC, the SC is entitled to a supplement from KSA only if KSA is entitled to a corresponding supplement for the Client. This point applies to both disagreements about original contract work, such as interpretation of records / measurement letters, and additional requirements and change work. However, this does not apply if the reason for the SC's demand is KSA's own errors or omissions related to KSA's project implementation and is not related to the Client's circumstances.

In these cases, KSA must act loyally to the SC. KSA is obliged to pass on all requirements, unless the requirements are clearly untenable. The acceptance/remuneration from KSA to the SC shall be based on prices states in this agreement.

#### Deadlines and coordination

the SC shall actively clarify progress and technical interfaces with sub-contractors, designers, and other parties in the building matter when planning and implementing the contract work. In this context, the SC shall continuously stay informed about the status of KSA and sub-contractors' work that may have an impact on their own performance and conduct precautionary inspections to ensure that prior work and installations are completed before their own workforce is deployed.

the SC acknowledges that consideration for other parties on a regular basis may be an obstacle to a fully rational operation. Participation in the project implementation requires collaboration, coordination, and adaptability to other parties, and shall take place without claim for special remuneration.

#### the SC's duty to notify failure in KSA's participation

the SC shall assess KSA's deliveries and other participation in a responsible manner well in advance of the planned start-up so that any corrections can be made without delaying the SC's production.

#### Collateral

KSA will not provide a bank guarantee.

the SC shall provide collateral in accordance with the current Norwegian Standard. KSA can demand additional collateral from the SC if the scope of the work increases by more than 20% of the contract sum.

the SC shall provide collateral from a financial institution with a credit rating of A or better from a recognized credit rating agency. Norwegian law will govern the collateral, and it will be subject to Norwegian jurisdiction. KSA must approve the financial institutions that provide collateral.

The collateral shall be reduced in accordance with the applicable Norwegian Standard unless otherwise agreed, but so that it shall apply for at least 3 years from takeover, which is at the same time as the Client's takeover of KSA's contract works. Section 2.13 applies for residential projects.

#### **Change order work**

KSA has the authority to demand the SC to do additional and alteration work up to net 30% of the contract sum.

The SC shall send written notice of a request for change or a claim for additional payment. All notifications must be sent using KSA's notification form, ref. the appendix to the contract. The notice shall be sent to the agreed address, ref. the contract document. Notice is only considered given when the specified form has been sent to the agreed address.

Impact on cost and eventual consequences to the construction schedule must be specified as soon as possible. KSA's deadline for responding to the SC's notice shall be directly related to the Client's (within a reasonable time) respond to corresponding claim/s sent from KSA to the Client.

#### **Recourse in case of claim against KSA**

The SC will be held financially liable for any claims against KSA as a result of the SC's or its contract partners' breach of this contract and damage. The SC's liability includes breaches of sanctioned provisions in KSA's contract with the Client to the extent that triggering the sanctions can be traced back to the SC's default or damage.

#### **Demolition works**

KSA controls the execution of demolition works unless otherwise agreed. Demolition works must be agreed in writing before the work begins.

Demolition works is settled after hours spent on crew and machines. Only efficient hours are paid for. There is no charge for waiting time, transport, machine care and repair. All of the SC's total expenses and surcharges, including central and local administration and local work management, are included in the hourly rates for personnel and machines.

Timesheets over completed work are submitted daily for attestation to the project's management unless otherwise agreed. Only pre-approved and documented lists will be remunerated. All timesheets must bear the project number and project name, the names of those who have performed the work, a description of the work performed, and the date. Invoices that are not based on certified timesheets and contain information as mentioned above, do not provide a basis for remuneration and will not be remunerated.

Certified timesheets are not to be regarded as approval of the work, or as approval of a request for change of a supplement or extension of time.

#### **Invoice and invoice conditions**

Invoice and attachments must be marked with the project's number and name, and the project manager's name. Invoice must be sent in arrears, showing cost for period and accumulated. This applies to summaries, quantities and sums retained.

Invoices is only accepted in EHF format <https://kruseanlegg.no/leverandor/>

Invoicing of changes shall only take place when the change notification has been approved and signed.

The correct invoice with referrals as directed must be received within 7 days before KSA's monthly deadline for submitting invoices to the Client. KSA is obliged to pay the correct invoice 45 days from the end of the invoice month.

#### **Cancellation**

If KSA cancels the contract without a claim for compensation for loss of profit against the Client, the SC is not entitled to compensation for lost contribution margin or profit. However, in the event of full or partial cancellation, the SC has the right to have net documented accrued expenses and obligations covered, including expenses for the demobilization of the facility.

If KSA cancels the contract, and makes a claim for compensation for loss of profit to the Client, the SC could be, in add to covering incurred expenses and obligations, entitled to a proportionate share of the compensation for loss of profit that KSA receives compensation from the Client. Proportionality shall be assessed based on agreed contract sums. The same applies in the event of cancellation as a result of the Client going bankrupt or becoming insolvent.

#### **Handover, complaint deadline and default rights**

The SC's handover to KSA takes place at the same time as KSA's handover to the Client. the SC participates in the handover together with KSA unless otherwise agreed.

The warranty period starts from the Client's written acceptance. the SC's warranty period to KSA shall be 5 years and 1 month.

To the extent that KSA's contract with the client contains special provisions on reporting and default rights in the event of deviations and deficiencies, these apply correspondingly to the SC.

#### **Delivery to the consumer according to the Housing Construction Act**

If the provided contract work applies to the delivery of said work to the client, where the client's end consumer is a consumer according to the Housing Construction Act, KSA can pass on all claims a consumer can make against KSA according to the mandatory rules in the Housing Construction Act against the SC, regardless of whether KSA can pass on the requirement/s under NS 8415 / NS 8417. However, this does not apply if the reason for the end customer's demands is KSA's own error or omissions related to KSA's project implementation, and I not related to the SC's circumstances.

the SC shall provide collateral for 5 years (10%). The collateral is then reduced 3% in year 1, 2% in year 2 and 1% in year 3, 4 and 5.

#### **FDV (MOM) and final documentation (MOM-Maintenance & Operations Manuals)**

The SC is responsible for preparing complete FDV and final documentation for its own work. The documentation must satisfy the requirements set for KSA by the Client for the corresponding works, as well as public law requirements.

It is the SC's responsibility to obtain and pay for necessary drawings for its own use during the execution of the contract.

Losses incurred by KSA as a result of incomplete or delayed documentation from the SC, including in the form of daily fines or other sanctions from the customer, shall be the responsibility of the SC.

Complete FDV documentation must be submitted no later than two weeks before completion of the SC's contract work.

#### **Final settlement**

The SC is obliged to send the final settlement and final invoice no later than 4 weeks after handover registration. If the handover registration has not been held, the deadline is set from written acceptance from the construction client.

KSA is not obligated to pay the final invoice until complete FDV documentation has been submitted and approved by the Client, nor until the SC has submitted complete guarantees, control and compliance declarations.

If the SC fails to submit the final statement and final invoice by the deadline, the SC forfeits all claims arising from the contract, with the exception of claims already paid, claims relating to work to be performed only after the handover, claims outstanding, remaining claims for indexation and claims brought before the court (arbitrator), the courts or arbitration.

**Disputes – confidentiality**

The agreement is subject to and interpreted in accordance with Norwegian law.

Any dispute that may arise as a result of or in connection with this agreement the parties shall endeavour to resolve amicably.

If the parties are unable to come to an agreement, the matter will be decided in its entirety by the ordinary court of law. It is thus not permissible for either of the parties to demand a temporary/preliminary decision in the form of arbitrator or similar. The building/construction site applies as the agreed venue.

The parties agree that this document and matters concerning the contract work shall be kept confidential between the parties.

**REQUIREMENTS FOR THE SC AND ITS CONTRACT PARTNERS****Key personnel**

The SC will notify KSA of all changes in staffing during the project. The SC is not allowed to replace key personnel specified in the contract without the written consent of KSA. KSA can only refuse to give consent if there are objective reasons.

If key personnel named in the contract are replaced or receive significantly reduced participation in the project without the written approval from KSA, KSA has the right to impose a fine of up to 1 G (the National Insurance basic amount) for each case. Before such a fine is imposed, KSA shall send notice that the sanction will be used unless the SC immediately rectifies the situation.

**Use of contract partners**

Only contract partners who are pre-approved by KSA have access to work on the project.

KSA maintains the right to have the SC and the SC's contract helpers approved by the Client. The SC must pre-register all employees (employees and hired) to KSA's project management before attendance. The SC is not entitled to compensation or other financial compensation if KSA or the Client does not approve the SC's contract partners. The same applies to any progress consequence.

**Reception of goods**

The SC shall itself make sure it receives its goods. Storage must be done in a designated place, and the SC must not store more equipment or materials on the construction site than is necessary for progress. The SC must document the training of hookers before the work begins.

**Requirements for language comprehension**

To ensure a safe working environment, employees must be able to communicate with each other. The SC shall ensure that this requirement is met for the employees who are made available on the construction site, in such a way that lack of communication does not constitute a safety risk.

All employees must have knowledge of and understand the SHA plan, HSE routines, SJA, safety training, safety protocols, safety instructions, operating instructions for tools and equipment, safety data sheets, warning signs, etc. The SC must provide the necessary translations if the employees do not fully understand the information in Norwegian or English.

Unless otherwise agreed, the SC must at all times have at least one person who understands the Scandinavian language present on the construction site. The foreman, superintendent and project manager must understand the Scandinavian language. If several perform tasks together, the person in question must also understand and make themselves understood in a language that all the other on the work team understand and can make themselves understood in.

Personnel working with traffic routing must communicate in Norwegian.

## SERIOUS REQUIREMENTS (PROFESIONALISM)

### Introduction

The SC must comply with all seriousness requirements stated in KSA's contract with the Client. To the extent that stricter requirements apply in the contract with the Client than what appears in the following, the provisions of the contract with the Client apply. The SC is obliged to continue the current seriousness provisions to its contracting parties.

### Wages and working conditions

the SC is obliged to ensure that its own employees and employees of any contract partners, including hired from staffing agencies, have pay and working conditions that at least meet the requirements of the laws and regulations in force at any given time, including:

- Wage and working conditions in accordance with general regulations
- Regulations on pay and working conditions in public contracts where this is relevant

the SC is obliged to ensure that corresponding requirements for pay and working conditions are passed on to contracting parties and included in contracts with them.

### Control of payroll and working conditions

The SC is obliged, upon request, to provide information on wages and working conditions for its own employees and employees to any contract partners in all underlying links in the contract chain. The information must be documented by a copy of the employment contract, pay slips and time sheets. This documentation must be on a personal level and identifiable. It is assumed that the necessary consent from the affected employees is available. The information is subject to a duty of confidentiality.

### Confirmation of satisfactory wage and employment conditions N/A

- SC confirms that workers shall have at least the wage and employment conditions that follow from the General Application Regulation (allmenngjøringsforskriften). It is hereby confirmed that these conditions will be passed on to any subcontractors and be stipulated in their contracts.
- Upon request, SC shall be obliged to disclose information concerning the wage and employment conditions of his own employees and those of any contract assistants at all subcontracting levels in the contract chain. The information shall be documented, partly through copies of employment agreements, payslips and time records and otherwise as necessary.

**Yes**  **No**  **Remarks:**

When recruiting from a staffing agency, the SC is obliged, at the request of KSA, to submit documentation of the staffing agency nationwide collective agreement, protocol on agreement with shop stewards on hiring, local wage agreement with the staff agency, as well as confirmation of assignment of the staff.

If the SC does not comply with the obligations under this clause, KSA has the right to withhold NOK 10 000, - per calendar day calculated 14 days after KSA's request, up until the obligations under this clause is rectified and documented.

If KSA receives a claim for breach of the General Application Regulation (allmenngjøringsforskriften). as a result of UE's or UE's contract partner, KSA has an unconditional claim for recourse for its entire loss from UE, with a payment deadline of one week after written demand.

### Joint and several liability for Wages

The SC is responsible for all costs associated with the payment of wage claims to employees, both employees of the SC and the SC's contract partners, including hired from staffing agencies.

If SC receives claims from employees directed at it under the scheme of joint and several liability for wages, etc. Pursuant to section 13 of the Act on Generalization of Collective Bargaining Agreements, SC has a duty to inform the other companies in writing as soon as possible and no later than 14 days after the claim has been received.

KSA shall be indemnified in the event of fulfilment of joint and several liability, and is entitled to have all costs in connection with such fulfilment covered by the SC.

If the SC or the SC's contract partners fulfil the joint and several liability, the SC or the SC's contract partners are barred from demanding recourse from KSA.

#### **Obligation to report - Foreign contract partners**

When using foreign contract partners, the original registration form (RF 1199) must be submitted to KSA's project administration. Alternatively, a receipt from Altinn can be delivered. The form / receipt must be delivered no later than the employee's first appearance on the construction site. Termination and / or other changes that are important for the reporting obligation must be reported immediately to the project administration.

Any fines or other claims against KSA as a result of the SC not having complied with its obligations under this item are the SC's responsibility and shall be covered by the SC.

#### **Power of Attorney form**

The SC is obliged to have signed a power of attorney form for obtaining tax and fee information from Skatteetatten (taxation agency).

#### **Revision / control**

The SC may be subject to auditing requirements under the auspices of StartBank (Achilles), KSA or the Client. Audits / inspections by the SC and the SC's contract partners related to matters regulated in these general contract provisions can be carried out throughout the contract period.

The SC is responsible for the costs of audits under StartBank's auspices. This type of audit is linked to the information disclosed in StartBank and can be performed once every two years at the most.

KSA has the right to carry out audits / inspections at the SC and the SC's contract partners throughout the contract period related to matters regulated in these special provisions.

#### **Transparency Act**

If the Transparency Act applies (the Act relating to enterprises' transparency and work on fundamental human rights and decent working conditions), the sub contractor must carry out due diligence as described in the Transparency Act. The sub contractor must also publish an account of the due diligence on the sub contractor's webpages. Upon request from KSA the sub contractor must give KSA access to the due diligence.

If the Transparency Act does not apply, the sub contractor is still required to give KSA access to information regarding the purchase of goods and value chains upon request.

### **HSE, EXTERNAL ENVIRONMENT AND QUALITY**

#### **Management system requirements**

The SC shall have a suitable system for control, documentation and improvement that covers quality, external environment and HSE. The system must be in accordance with NS-EN 9001:2015, NS-EN ISO14001:2015 and NS-EN ISO45001:2018 or equivalent and meet all relevant public law requirements.

If the SC's system is not comprehensive in comparison to the standards or relevant public law requirements, the SC shall undertake to establish project-adapted routines in collaboration with KSA.

The SC must also ensure that all contract partners have a similar system for their part of the contract work.

#### **HSE, external environment and quality. The Client's requirements**

All quality, HSE and environmental requirements for the project as these follows from the contract between KSA and the Client, must be complied with by the SC, unless otherwise agreed. The SC is responsible for clarifying what requirements the

Client has set for the project, which is relevant to the SC's work. the SC is responsible for daily fines, fines and other additional costs that KSA is imposed by the Client as a result of the SC's violation of the regulations.

#### **Systematic health, environment, and safety work – internal control**

The SC is obliged to have a functioning internal control system according to regulations on systematic health, environment and safety work in companies, which cover the company's activities on the project.

Based on its own internal control system, the SC shall create a project-specific HSE plan that satisfies the current regulations, the Client's SHA plan and KSA's HSE plan. The plan must be submitted to KSA before start-up and followed up through the company's internal control. the SC shall ensure that personnel for which the SC is responsible are familiar with the mentioned plans and requirements.

The SC shall ensure adequate local management of its own and possibly hired employees and comply with the HSE regulations in force at any given time.

#### **Deadline**

The SC must submit a self-declaration regarding the company's internal control system with an acceptance for review of the SC' internal control system, no later than the start of the construction work.

#### **Personnel registration and HSE cards**

The SC is responsible for keeping KSA continuously updated on the names of all employees, own and employees of contract partners at all levels who work on the project at all times. At the start of the working day, the SC shall register the employees who are present at the building or construction site, in line with KSA and / or the Client's registration system at the building or construction site.

All employees who are to work on the construction site must carry an HSE card. If an HSE card has been ordered, but the employee has not yet received it, KSA can consent to the use of an order confirmation from the card issuer on the order until the HSE card has been received if this is not in violation of the main contract. Personnel who do not have such an HSE card or order confirmation will be expelled from the construction site.

#### **Personal Protective Equipment (PPE) – Visibility clothing**

All personnel for whom the SC is responsible must have personal and regulatory protective equipment that covers requirements for safety in all work operations.

There are requirements for visibility clothing on all our building and construction sites. Unless otherwise agreed, the upper body PPE clothing shall at least be in visibility class 2. On the building and construction site, the SC and any contract partners are required to wear a helmet with a chin strap.

#### **Machines and work equipment**

The SC shall have an overview of and follow up requirements for competence for the use of machines and work equipment for own employees and possibly hired employees, as well as necessary routines for control of own machines and work equipment. Documentation is submitted to KSA upon request.

Routines for the use of common machines / work equipment (the scaffolding, cranes, etc.) are continuously discussed in progress meetings, coordination meetings and / or safety meetings.

All tools, machines, vehicles, lifting equipment and other equipment brought into the project must be in proper condition and have valid documentation that must be presented on request. Protective devices must be intact and in use. The SC shall have the necessary routines for control of its own machines and equipment.

Idling is prohibited, unless required for operational reasons.

### **Clean and dry building (RTB)**

The Client's and KSA's routines for RTB must be complied with by the SC. The SC cleans and vacuums after its own work, and sorts and removes its own waste (incl. Hazardous waste) in accordance with regulations. Necessary cleaning of own installations above the ceiling before this is installed, must also be included by the SC. The costs of complying with the requirements for RTB are included in the contract sum.

If KSA implements joint clearing / cleaning, the costs for this shall be distributed to the companies involved shall be at the discretion of KSA.

### **Waste management**

Through collaboration in design and execution, KSA and the SC will work to minimize the amount of waste in the project. All waste, including hazardous waste, must be sorted at site, handled, and documented in accordance with regulations and in line with the project's waste plan and requirements from the Client. This also applies to waste that is to be returned to the supplier or producer for recycling / reuse. Any costs for further sorting of waste are charged to the SC in full. The SC is responsible for costs KSA incurs because of the SC's inadequate handling of own waste.

### **Products, Chemicals and Materials**

The SC is responsible for preventing emissions of substances that are hazardous to health and the environment. This includes safe storage, use and waste management of own chemicals / products with potential for health and environmental damage, as well as having available equipment to collect any spills.

The SC will use Co-builder Collaborate in the project and deliver safety data sheets and other statutory and contractual product documentation through this system (chemical registry). The SC shall avoid using chemicals or products with chemical substances or properties that conflict with requirements from the Client or KSA. The SC shall as far as possible avoid using chemicals or products covered in Co-builder Collaborate. Before using products or chemicals that entail a risk of health and environmental damage, the SC must document that a risk and substitution assessment has been carried out and possibly a SJA analysis (secure job analysis).

The SC will continuously keep the chemical registry updated when new products are included in the project. The SC covers its own costs associated with Co-builder Collaborate. If the SC's safety data sheets must be submitted to Co-builder Collaborate by KSA, KSA can invoice NOK. 1.000 per safety data sheet.

### **Glazing return Membership**

When delivering insulating glass panes or products where insulating glass is included, the SC must document that the manufacturer / importer has a membership in Ruteretur AS (ruteretur.no) or an equivalent approved return scheme in Norway.

When importing packaged products or using packaging in connection with own production of goods, the SC must document membership in "Grønt Punkt Norge" or equivalent.

### **Site Personnel Oversight**

KSA reserves the right, after written notice, to expel persons from the construction site who violate applicable HSE / safety regulations.

In the case that the SC violates applicable HSE/safety regulations, the SC will be held financially responsible for any claims made against KSA in this regard.

Serious and/or repeated violations of HSE/safety regulations that have not been rectified after written notice within a reasonable time limit set by KSA, are to be regarded as a material breach of the contractual obligations and entitles KSA the right to terminate the contract.

The SC shall indemnify KSA for financial consequences KSA is incurred as a result of the SC's or the SC's contract partners' breach of obligations arising from these special contract provisions.



# Guidelines for ethical trade

## 1 INTRODUCTION

**Kruse Smith Anlegg AS («KSA»)** strive to promote good working a environmental conditions amongst our supply chains. We aim to do this in close cooperation with our suppliers and business partners. In order to clarify what we expect of our suppliers, **KSA** have prepared guidelines for ethical trading. These guidelines encompass fundamental requirements regarding human rights, workers' rights, and the environment.

### PRINCIPLES

Our suppliers must supply good and services to **KSA** which have been produced in accordance with these guidelines. Suppliers shall also pass on and follow up the guidelines amongst their subcontractors.

At the request of **KSA**, suppliers must be able to document their work to ensure compliance without guidelines. The documentation obligation applies as a general rule up to and including the production site for the goods concerned, or to the link in the supply chain which **KSA** deems to be relevant to what is required for the delivery concerned.

If **KSA** wish to review subcontractors with regard to compliance with the guidelines for ethical trading, the supplier shall be obliged to permit such a review and to state the names and contact details for these subcontractors. In the event of breach of these ethical guidelines, **KSA** will jointly prepare a plan for rectification of the deficiencies with the supplier. Rectification shall take place within a reasonable period of time.

The contract will be only cancelled if the supplier repeatedly fails to demonstrate a willingness to rectify the circumstances. Social and environmental standards will be accorded emphasis in connection with the selection of new suppliers.

### REQUIREMENTS REGARDING OWN ORGANISATION

**KSA** continually strive to improve their own policies and practises in order to help suppliers comply with our guidelines for ethical trading.

**KSA**, including all employees, shall never offer nor receive unlawful or undue monetary gifts or other benefits in order to achieve commercial or personal benefits for themselves, agents or suppliers.

**KSA's** suppliers shall avoid trading partners which have operations in countries which are subject to trade boycott by the United Nations, Norwegian public authorities or other international consensus concerning trade sanctions.

### REQUIREMENTS REGARDING THE SUPPLY CHAIN

**KSA's** guidelines for ethical trade are based on internationally recognised UN and ILO conventions and specify minimum rather than maximum standards. Legislation applicable to the production site shall be respected. Where national laws and regulations cover the same area as these guidelines, the highest standard shall apply.

Forced labour/slavery (ILO Convention Nos. 29 and 105)

- No form of forced labour, slavery or involuntary work shall occur.
- Workers shall not be required to pay a deposit or present identity documents to their employer and shall be free to terminate their employment after giving a reasonable period of notice.

Right to organise and collective bargaining (ILO Conventions Nos. 87, 98, 135 and 154)

- Workers shall without exception be entitled to join or establish unions as they wish and to bargain collectively. Employers shall not become involved in, hinder or counteract union organisation or collective bargaining.

- Union representatives shall not be discriminated against or prevented from performing their union work.
- If the right to organise and/or collective bargaining is limited by law, the employer shall facilitate and not hinder alternative mechanisms for unrestricted and independent organisation and negotiation.

#### Child labour (UN Convention on the Rights of the Child, ILO Convention NOS. 138, 182 and 79, ILO recommendation no. 146)

- The minimum age for workers shall not be less than 15 and in accordance with
  - I) The national minimum age for employment, or:
  - II) The minimum age for obligatory the school attendance, with the highest age as applicable.  
If the local minimum age is set to 14 in accordance with the exception in ILO Convention 138, this may be accepted.
- No new recruitment of child workers in breach of the abovementioned minimum age shall take place.
- Children under the age of 18 shall not perform work which is harmful to their health, safety and morale, including night work.
- Action plans shall be established for the rapid elimination of child labour which is in breach of ILO Conventions NOS. 138 and 182. The action plans shall be documented and communicated to relevant personnel and other stakeholders. Provision shall be made for support the schemes where children are given the opportunity for education until the child in no longer of the school age.

#### Discrimination (ILO Convention Nos. 100 and 111 and the UN Convention on the Elimination of all Forms of Discrimination Against Women)

- No discrimination shall occur as regards employment, remuneration, training, promotion, termination of employment or retirement based on ethnic origin, race, religion, disability, gender, marital status, sexual orientation, union work or political affiliation.
- Measures shall be established to provide protection against behaviour, which is sexually harassing, threatening, insulting or exploitative and against dismissal on unreasonable grounds, e.g., marriage, pregnancy, parental status or status as an HIV-infected person.

#### Physical abuse

- Physical abuse or punishment, or threats of physical abuse are prohibited. The same shall apply to sexual or other abuse and other forms of humiliation.

#### Health, safety and environment (ILO Convention No. 155 and recommendation no. 164)

- Efforts shall be made to ensure that workers have a safe and healthy working environment. Hazardous chemicals and other substances shall be handled appropriately. The necessary measures shall be implemented to prevent and minimise accidents and harm to health as a result of, or relating to, conditions at the workplace.
- Workers shall receive regular and documented training regarding health and safety. Health and safety training shall be repeated for new employees and reassigned workers.
- Workers shall have access to clean sanitary facilities and clean drinking water. Where relevant, employers shall provide facilities for the safe storage of food.
- Any accommodation that is offered by employers shall be clean, safe, adequately ventilated and have access to clean sanitary facilities and clean drinking water.

#### Wages (ILO Convention No. 131)

- Workers' wages for a normal working week shall at least be in accordance with national minimum wage provisions or the industry standard. The higher of these shall apply. Wages shall always be sufficient to meet basic needs, and to enable saving.
- Wage conditions and payments shall be established in writing in an agreement before the work is commenced. The agreement shall be comprehensible for the worker.
- Deductions from wages as a disciplinary measure shall not be permitted.

#### Hours of work (ILO Convention Nos. 1 and 14)

- The hours of work shall be in line with national laws or industry standards, and shall not exceed working

hours in accordance with applicable international conventions. Normal working hours per week shall not normally exceed 48.

- Workers shall have at least one day off every seven days.
- Overtime shall be limited and voluntary. The recommended maximum overtime is 12 hours per week, i.e., total working hours of 60 hours per week. Exceptions from this may be permitted if they are regulated in a collective agreement or national law.
- Workers shall always receive an overtime supplement in connection with working hours exceeding normal working hours (see first bullet above), at least in line with applicable laws.

#### Regular appointments

- Obligations with respect to workers in accordance with international conventions, national laws and rules concerning regular appointments shall not be circumvented through the use of short-term engagements (such as the use of contract workers, supply workers or day labourers), subcontractors or other employment relationships.
- All workers shall be entitled to an employment contract in a language which they understand.
- Apprentice programmes shall be clearly defined with regard to duration and the scope.

#### Marginalised population groups

- Production and the use of natural resources shall not contribute to the destruction of natural resources and the income basis for marginalised population groups, e.g., through the seizure of large areas of land or the inappropriate use of water or other natural resources on which the population groups depend.

#### Environment

- Measures to reduce the negative impact on health and the environment throughout the value chain shall be implemented through the minimisation of discharges, the promotion of efficient and sustainable use of resources, including energy and water and the minimisation of greenhouse gas emissions in production and transport. Then local environment at the production site shall not be harmed through over-exploitation or pollution.
- National and international environmental legislation and regulations shall be complied with, and relevant discharge permits shall be obtained.

#### Corruption

- All forms of bribery are unacceptable, such as the use of alternative channels to secure illegitimate private or work-related benefits for customers, agents, contractors, suppliers or their employees, and civil servants.