



Code of Conduct  
for suppliers **2024**



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## About HL Display

HL is an international supplier of store solutions for improved customer experience, profitability and sustainability. Our offer includes products within store communication and merchandising solutions as well as lighting systems, secondary displays and bespoke store solutions and services.

HL solutions are installed in over 330,000 stores around the world.

Headquartered in Stockholm, Sweden, the Group serves more than 70 markets via a mix of HL sales companies covering 39 of these, and the remainder via distributor partners located across the globe.

Our biggest markets are the UK, Sweden and France, and we cater to customers mainly in retail food, retail non-food, as well as branded goods

suppliers. Our seven production facilities are located in Sweden, Poland, Germany, the UK and China and handle a variety of industrial processes, including plastics and metal fabrication, printing and assembly.

HL has more than 1,300 employees and net sales of around 2,300 MSEK. HL is a wholly owned subsidiary of the listed Swedish Business Group Ratos.

# Introduction

**HL believes in** social and environmental responsibility and ethical conduct and expects its business partners to do the same. HL is managed with long-term sustainability in mind, which also includes building sustainable relationships with our business partners. Furthermore, HL and its business partners have an obligation to all stakeholders to observe high standards of integrity and fair dealing. This is the foundation for and the reason why HL has created the Code of Conduct for suppliers.

HL's Code of Conduct for suppliers outlines the minimum standards we require our suppliers to comply with. It is based on core International Labour Organisation (ILO) conventions, the backbone of international labour law. We further adhere to the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises. We expect our suppliers to adhere to the same principles.

Since 2010, HL has been a member of the United Nations Global Compact. The Global Compact's ten principles on human rights, labour, environment and anti-corruption have been an integral part of the company's strategy, culture and day-to-day operations.

## **Who does the Code of Conduct for suppliers apply to?**

The Code of Conduct for suppliers applies to all our business partners that provide products or services to HL, such as e.g. suppliers (and subcontractors if used while engaging with HL) and consultants.

The Supplier shall ensure that all Requirements of the Code of Conduct for suppliers are cascaded to, and complied with, by its direct suppliers.

## **Legal compliance**

HL requires all our business partners to operate in accordance with the principles in the Code of Conduct for suppliers and in full compliance with all applicable laws and regulations. The Code of Conduct for suppliers does not replace legislation and if the two are in conflict, legislation takes precedence. If the Code of Conduct for suppliers sets a higher standard than the existing legislation, the reverse applies. The Code of Conduct for sup-

pliers is valid in the English language. Where there are different language versions of this document, these shall be considered translations only. The form in Appendix II can be used in order to sign the Code of Conduct for suppliers.

## **Raising concerns**

Should you or your employees believe that the terms of the Code of Conduct for suppliers are not adhered to or that HL is not acting in accordance with its own HL Code of Conduct then we encourage you to raise your concerns to HL Head Office. For anonymity HL's third party operated Whistleblower function can be used, find link in Appendix B or at [www.report.whistleb.com/HL-Display](http://www.report.whistleb.com/HL-Display).

## **Implementation and monitoring**

HL monitors the implementation and adherence of the Code of Conduct for suppliers. HL will assess its business partners' compliance with the Code of Conduct for suppliers. HL expects suppliers to allow HL, or a third party authorized by HL and reasonably acceptable to the supplier, to conduct audits and assessments of the supplier's operations relevant for the HL Code, including but not limited to the supplier's facilities. At the supplier's request, the parties involved in any such audit shall enter into a confidentiality agreement regarding the circumstances disclosed in the audit or assessment.

Violations will be handled immediately, and any violations of the Code of Conduct for suppliers may jeopardize the business partner's business relationship with HL, up to and including termination.

22 February 2024



Björn Borgman  
President and CEO, HL Display



# 1. Human and labour rights

## 1.1.

HL expects its suppliers and their suppliers to respect internationally recognised human rights, as set out in the Universal Declaration of Human rights. The Code of Conduct shall apply to all suppliers, including recruitment agencies.

## 1.2.

The Supplier shall recognise the fundamental human and labour rights. In particular, the Supplier, including recruitment agencies, must not engage in or tolerate:

- / Restrictions of movement
- / Excessive recruitment fees or cash deposits
- / Confiscation of identity documents and/or passports
- / Withholding of wages
- / Abusive working conditions
- / Debt bondage
- / Violence

or any form of forced, compulsory or illegal labor, including trafficking, prison labor, child slavery or bonded labor or any other kind of exploitation or abuse.

## 1.3.

The Supplier shall condemn and refrain from recourse to child labour and any form of forced or compulsory labour, and by doing such, shall commit to requirements of ILO Convention Nos. 29, 105 and 182 as well as the Modern Slavery Act 2015 when making business with HL Display legal entities in the UK.

## 1.4.

The Supplier shall ensure a constructive dialogue with employees and their appointed representatives, as well as recognise the principles of freedom of association, protection of the right to organise and collective bargaining in accordance with ILO Conventions Nos. 87 and 98.

## 1.5.

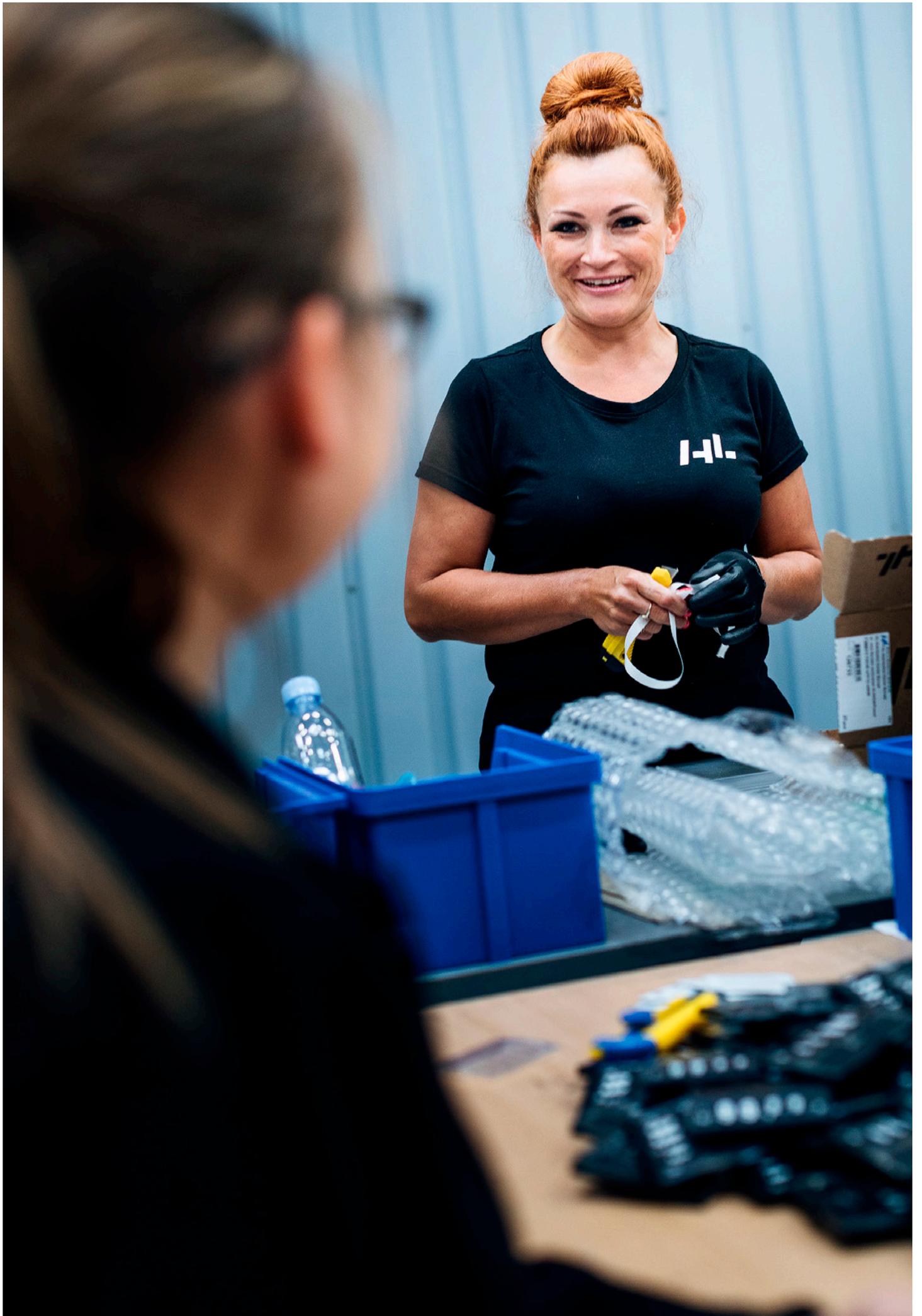
The Supplier shall commit to providing equal opportunities and non-discrimination by treating all employees and situations in a fair manner (ILO Convention Nos. 100, 111 and 135).

## 1.6.

The Supplier shall comply with national legislation and practice for working conditions, including working time, salary wages, overtime pay, paid leave, benefits, social security, public and annual holidays (GSCP Reference Code).

## 1.7.

The Supplier shall comply with national regulations regarding privacy and personal data protection. Suppliers processing personal data on behalf of HL Display shall commit to fulfil the requirements written in HL Display's privacy policy and written processing agreement between the parties.



# 2. Business ethics

## 2.1.

The Supplier shall comply with all relevant national and international legislation regulating foreign trade including the OECD Convention of November 1997, as incorporated into the legislation of 35 countries, as well as all other legal instruments pertaining to prohibition of bribery and economic crime in foreign trade, such as the UNO Convention signed in Merida in December 2003.

## 2.2.

The Supplier shall avoid any situation that may create or appear to create a conflict between its management and/or employee's personal interests and the interests of HL Display and/or its employees.

## 2.3.

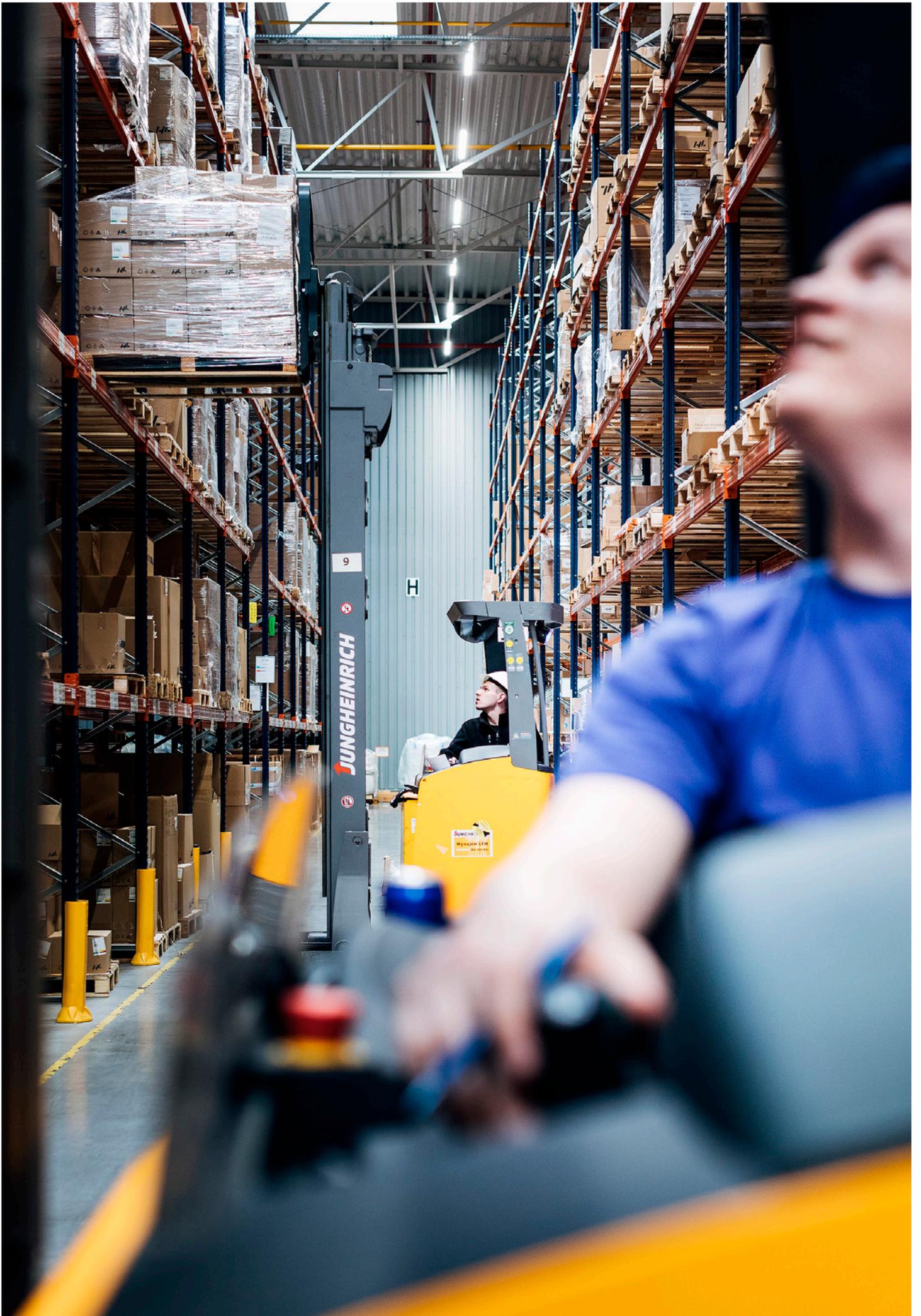
The Supplier shall comply with all applicable laws and regulations relating to its business activities, including anti-trust and competition laws.

## 2.4.

The Supplier shall not either directly or indirectly, pay, promise to pay, authorise the payment of, or transfer, money, or anything of value, or offer any inducement in any form to any employee, representative or related persons to HL Display, to secure any advantage or benefit in relation to doing business with HL Display.

## 2.5.

The Supplier shall immediately inform HL Display in the event any of its employee has or may have a relationship with any employee of HL Display outside the scope of an ethical business relationship.



# 3. Sustainable growth

## 3.1.

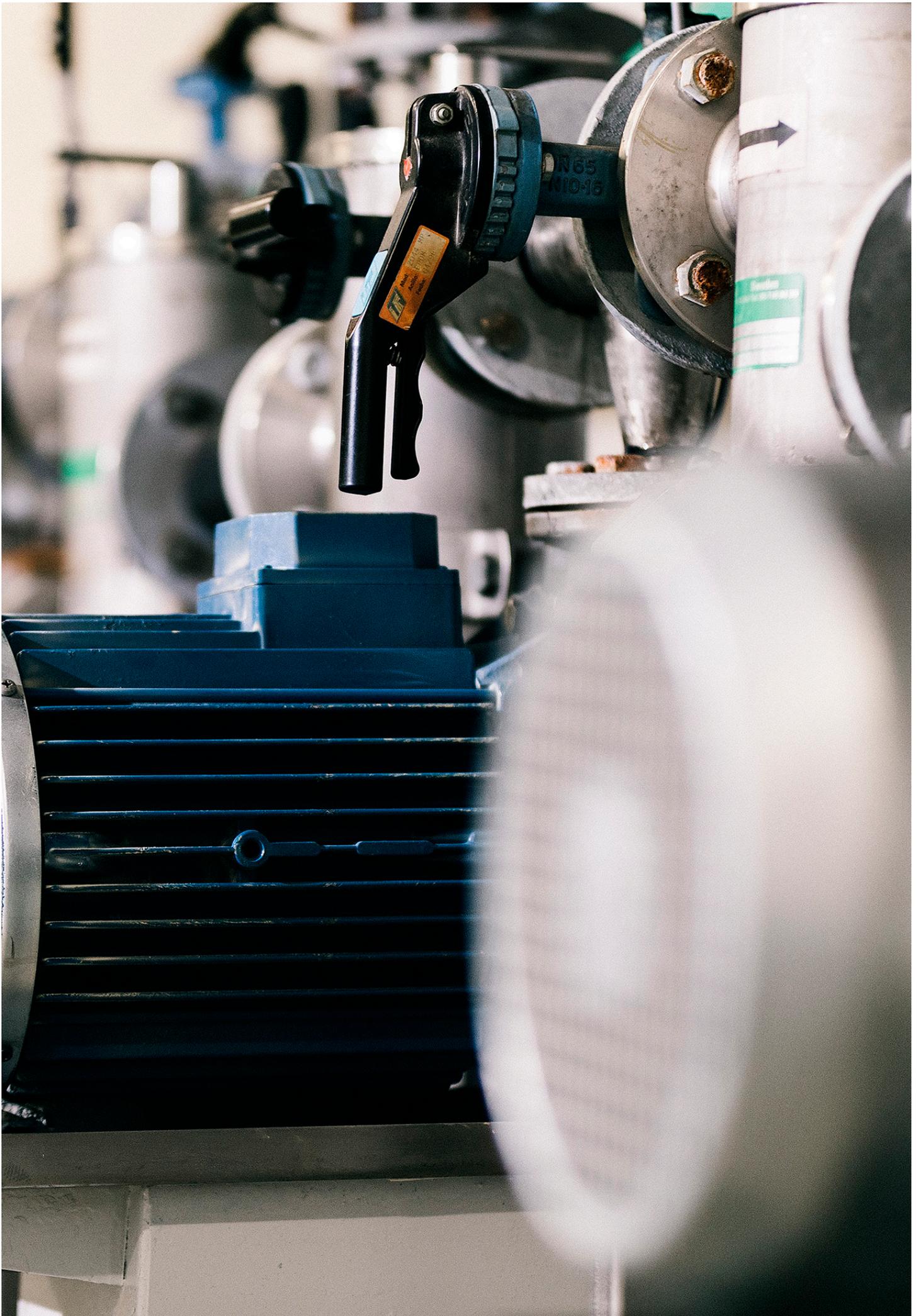
The Supplier shall be fully committed to drive continuous improvements in the quality of its products, processes and people and deploying quality management systems.

## 3.2.

The Supplier having access to HL Display intellectual property shall preserve the intellectual property rights of HL Display and respect those of third parties, including patents, copyrights and trademarks. Specifically, the Supplier shall have duly signed the Non-Disclosure Agreement (NDA) of HL Display.

## 3.3.

The Supplier shall demonstrate a continuous effort to decrease his use of non-renewable energy, reduce water consumption and lower his carbon footprint.



# 4. Environmental care

## 4.1.

The Supplier shall ensure compliance with the environmental laws and regulations of the countries in which he operates and products are being sold by HL.

## 4.2.

The Supplier shall be responsible to implement the appropriate organisation to comply with the REACH requirements for products sold in EU and to support HL Display with all required information related to the application of the REACH legislation.

## 4.3.

Supplier shall monitor, track and document its consumption of natural resources such as water and raw materials, as well as sources of energy in order to be able to identify aspects that Supplier can control and can influence, seeking opportunities for improvement and minimised consumption.

## 4.4.

The Supplier shall ensure the appropriate management of waste materials, continuously minimising their impact on the environment and seeking recycling opportunities.



Made with recycled plastic

H. Choice

H. Choice

Cylinder



1 70 80

Net Wt. 5

# 5.

## Health and safety

### 5.1.

The Supplier shall work systematically with health and safety and is committed to provide a safe work environment. Risks that can cause accidents or impair the health and wellbeing of individuals while working for HL shall be reduced. Therefore, occupational health and safety hazards shall be identified, evaluated and managed through a prioritised process of hazard elimination, engineering controls, and/or administrative controls.

### 5.2.

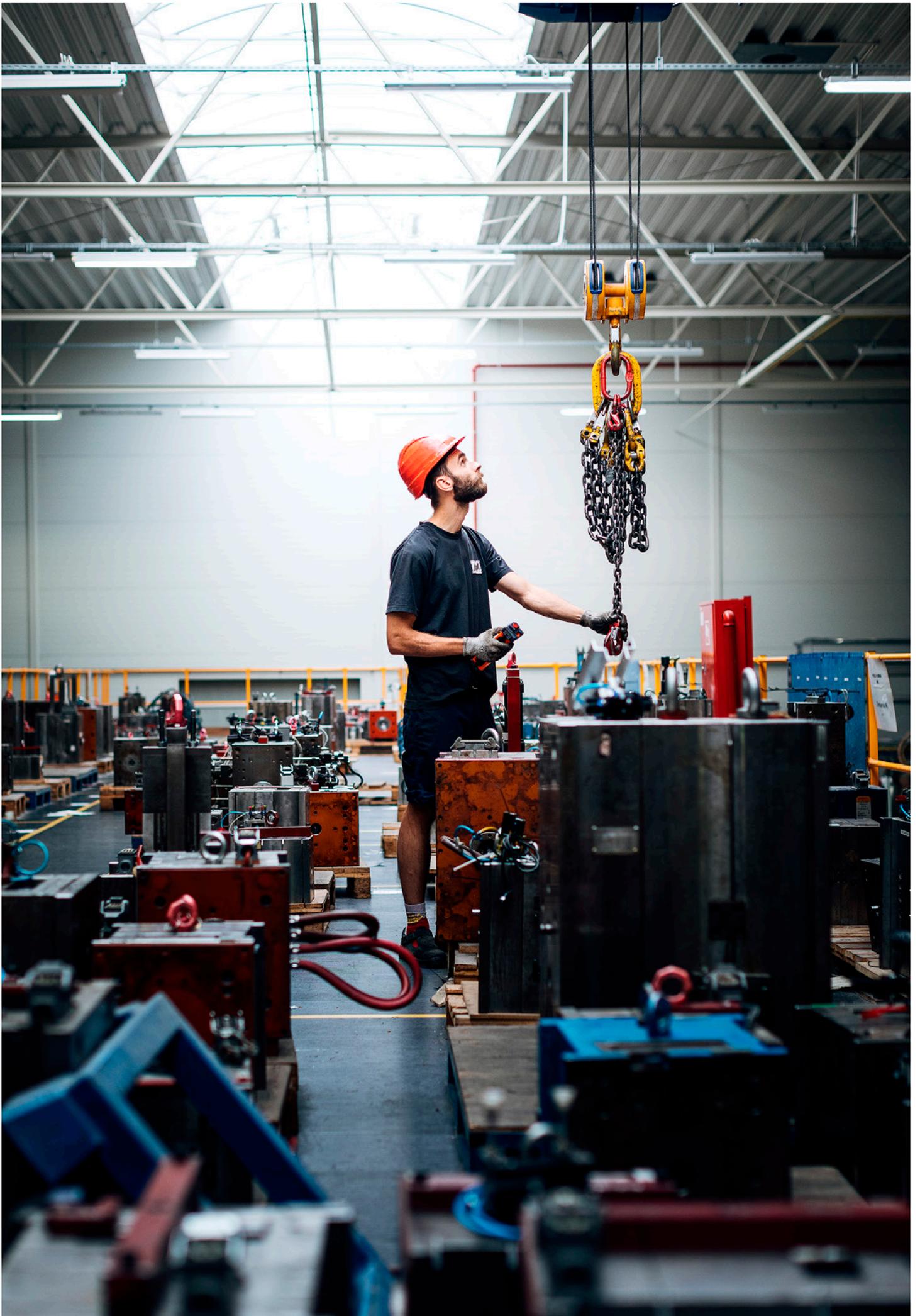
The Supplier shall offer a safe work environment to their employees. It means, for example, that work areas are kept clean and free from pollution, machines used in production are safe and do not risk the health of the workers, and instructions regarding the use of personal protection and work equipment are adhered to. Personal protective equipment and work equipment shall be provided to the workers. Further, the work environment shall be well lit, and have temperature and noise at acceptable levels. When noise is above acceptable levels, personal protective equipment such as ear protection shall be used. All units should provide adequate and clean changing rooms, washrooms and toilets, separate for men and women.

### 5.3.

The Supplier shall store hazardous material and equipment according to applicable law. There should be clearly marked emergency exits. Exits must not be blocked and should be well lit. All workers shall receive information about the safety arrangements such as emergency exits, fire extinguishers, first aid equipment, etc. An evacuation plan should be displayed on each floor of a building. The fire alarm should be tested, and evacuation drills carried out on a regular basis.

### 5.4.

The Supplier shall offer first aid equipment at appropriate locations, and at least one person in each location should be trained in basic first aid. The business partner shall cover the costs of medical care for injuries incurred on its premises if they are not covered by social security or insurance, provided safety rules have not been violated.



# Appendix I: Signatures

HL requests the Authorised Signatory/  
Legal Representative of your company  
reads through the HL Code of Conduct  
for suppliers and by signing below and  
affixing company seal, if applicable,  
confirms you have understood, and will  
comply with the HL Code of Conduct  
for suppliers.

I, the undersigned, Authorised Sig-  
natory/Legal Representative of the  
company set out below, confirm that  
the company has understood and will  
comply with the HL Code of Conduct  
for suppliers.

Place and date.....

Company name .....

Signature.....

Name .....

Title.....

# Appendix II:

## Report of non-compliance

I am aware of a situation that may not be in compliance with the HL Code of Conduct for suppliers.

Description of potential or actual conflict under the Code of Conduct for suppliers:

**Please send this report to:**  
<https://report.whistleb.com/en/HL-Display>

Place and date.....

Company name .....

Signature.....

Name .....

Title.....



The better shopping experience

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