



PostNord's  
**Code of  
Conduct**  
for suppliers

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**postnord**

The Code of Conduct for suppliers and translations are available at [group.postnord.com](https://group.postnord.com).

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# Dear Supplier,

At PostNord, we aim to lead in sustainability within the Nordic transportation and logistics industry. Our sustainability agenda builds on ambitious targets, including to improve Supply chain conditions and ensure responsible purchasing. We address potential and actual impacts on people, the environment and society, in connection with our operations, products and services.

As a Supplier to PostNord, you are vital to our sustainability efforts. A responsible and sustainable Supply chain is crucial, and your performance directly influences our success, and ultimately the success of our customers. Our Suppliers often represent PostNord, particularly in delivering transport services, so professionalism and integrity are key.

We are committed to fair treatment and good working conditions for everyone working with PostNord, whether directly or through our Suppliers. We also strive to limit our negative environmental impact. Together, we can positively impact people and the world around us.

Just like our internal Code of Conduct, PostNord's Code of Conduct for Suppliers is based on internationally recognized frameworks for human rights, labor standards, business ethics, environmental performance and anti-corruption. It reflects our commitment to a sustainable and ethical business environment in line with our core values.

If you have any questions about PostNord's Code of Conduct for Suppliers, you are welcome to contact us at [sustainablesupplychain@postnord.com](mailto:sustainablesupplychain@postnord.com). You can learn more about our sustainability agenda and our progress in implementing it at [group.postnord.com/sustainability](https://group.postnord.com/sustainability).

Kind regards,

**Annemarie Gardshol**  
*President and Group CEO*  
PostNord

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## 1. Background and purpose

PostNord recognizes that our purchasing practices may generate employment opportunities in our [Supply chain](#), and contribute to economic, social and environmental development. At the same time, we run the risk of being involved in [Human Rights](#) abuses, or harming societies or the environment. Against that background, PostNord works systematically to identify and assess risks related to human and labor rights, as well as those related to the environment and business integrity in our value chain, and we use this information to avoid, mitigate or remediate the impacts to ensure that we operate responsibly and sustainably.

Through our purchasing practices and business ethics we intend to create preconditions for [Suppliers](#) to join us in our ambition to create positive impact on people and the environment. That is why we have developed the [PostNord Code of Conduct for suppliers](#) and require our Suppliers to accept and comply with the content of The Supplier Code in their own organization and in their Supply Chain.

The Supplier Code is based on PostNord's Code of Conduct and [established third party standards](#) and covers sustainability areas material to PostNord.

PostNord reviews this Policy at least every 24 months or when risk of negative impacts arises. The purpose is to assess its implementation and monitor the effectiveness of identifying, preventing, mitigating, and minimizing negative impacts, as well as adapting to changes in risks and regulatory requirements.

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## 2. Scope

PostNord requires all Suppliers to accept and comply with the requirements stated in The Supplier Code.

It is the responsibility of the Supplier to evaluate and monitor its own and its Supply chain compliance with the requirements stated in The Supplier Code, or other set of equivalent requirements, and to provide PostNord with information on its outcome upon request.

Supplier-specific sustainability requirements and targets over and above the requirements of The Supplier Code may be defined in commercial agreements.

### **The Supplier shall:**

Refers to requirements that the Supplier must implement and be able to demonstrate compliance with.

### **The Supplier should:**

Refers to practices that PostNord encourages the Supplier to implement as a best practice.

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## 3. Definitions

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<b>Child Labor</b>	A Worker below 15 years of age (or 14 where ILO Convention 138 makes an exception) or the age at which compulsory schooling is completed, or older where local law stipulates a higher minimum age.
<b>Child Labor remediation plan</b>	A remediation plan must be developed in the best interest of the child and decided in consultation with the child and family. Any measures taken shall always aim to improve, not worsen, each individual child's situation, including support to enable such children to attend and remain at school.
<b>Driver</b>	Refers to Drivers who are employed by the Supplier, as well as subcontractors, including pilots or hired Drivers.
<b>Due Diligence</b>	An ongoing risk management process to identify, prevent, mitigate and account for risks and impact on the areas covered in The Supplier Code: legal compliance, health and safety, human rights, environment and anti-corruption.
<b>Emission-free vehicles</b>	Vehicles with no tailpipe emissions harmful to health, e.g. electric vehicles or fuel cell vehicles.
<b>Fossil-free</b>	Fossil free energy (including low carbon energy) shall meet the requirements outlined in <a href="#">REDIII</a> (or later).
<b>Human Rights</b>	See Annex 1 of the: <a href="#">DIRECTIVE (EU) 2024/1760 on corporate sustainability due diligence</a> .
<b>Living Wage</b>	A wage level that is necessary to afford a decent standard of living for employees and their families, taking into account the country circumstances and calculated on the basis of the work performed during standard hours of working.
<b>Road Transport Supplier</b>	A Supplier or sub-Supplier to PostNord of road transportation services, including vehicle with Driver.
<b>Science Based Targets initiative</b>	The <a href="#">Science Based Targets initiative</a> is a framework for companies to establish science-based climate targets limiting global warming to 1.5 °C in line with the Paris Agreement.
<b>Supplier</b>	An entity from which PostNord buys products or services, including service points, consultants, distributors and agents and their Supply chain. Referred to as "the Supplier" in this document.
<b>Supply Chain</b>	Entities from which our Supplier buys products or services on which the delivery to PostNord depends.
<b>The Supplier Code</b>	PostNord Code of Conduct for Suppliers
<b>Worker</b>	Refers to people performing work for the Supplier in the value chain, i.e. those who are involved in the chain of activities for production of goods and services on behalf of PostNord. This includes, for example, employees as well as contracted labor.

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## 4. Legal compliance

### The Supplier shall:

Stay updated on and comply with laws, regulations and prevailing industry standards in the countries where it operates and *shall* be able to demonstrate that it meets legal obligations regarding all areas of The Supplier Code.

Ensure that goods and services provided are produced under conditions that are compatible with relevant and applicable international regulations and conventions as stated in section 11: Reference to third party standards.

Obtain all licenses or permits relevant to the business.

In cases where domestic law, The Supplier Code or industry practices stipulate different standards, the strictest of the standards *shall* apply. Should there be any discrepancy between the requirements of The Supplier Code and those of applicable legislation, the Supplier *shall* inform PostNord to this effect at the earliest opportunity.

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## 5. Due Diligence

### The Supplier shall:

#### 5.1 Do no harm

Be aware of how its business activities may cause or contribute to harm to people and the environment, and manage and remedy these impacts.

#### 5.2 Incident management

Have an incident management system in place to manage and prevent incidents in all areas covered by The Supplier Code.

Report incidents occurring at PostNord's facilities, or including our vehicles to PostNord, immediately.

#### 5.3 Complaints and notification system

Provide a channel to anonymously report complaints or notifications regarding any impact on human rights, the environment or the areas covered by The Supplier Code, without fear of reprisal.

#### 5.4 Continuous improvement

*The Supplier should* implement a systematic Human Rights [Due Diligence](#) process.

*The Supplier should* strive towards continuous improvement, and establish, implement and maintain management systems and standards related to the areas described in The Supplier Code that are adequate in terms of the size, complexity and risks of the business.

#### 5.5 Training

*The Supplier should* provide training to its employees in the areas covered by The Supplier Code.

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## 6. Human and labor rights

### The Supplier shall:

Have knowledge of and comply with internationally recognized Human Rights and not contribute to or be complicit in Human Rights abuses.

#### 6.1 Modern slavery

Not participate in, enable, contribute to or benefit from any form of forced labor. This includes any form of forced or bonded labor, forced prison labor, slavery, human trafficking or any other kind of exploitation or abuse.

Ensure that no employment fees are borne by the Worker.

Not retain any original identification papers belonging to Workers.

Not request deposits or other downpayments at the beginning of employment.

Ensure that Workers have the right to leave their accommodation and workplace without restriction during their leisure time.

Ensure that no illegal or unfair salary deductions or withholding of wages are made, and that no payment for penalties or deductibles in connection with quality or damage is borne by the Worker.

Ensure that conditions for repayment of loans are reasonable, foreseeable and consistent with the law.

Ensure that Workers are free to terminate their employment after giving due notice.

## 6.2 Equality, non-discrimination and non-harassment

Treat everyone with dignity and respect and provide equal employment opportunities and conditions based on the individual's ability to do the job, irrespective of employee or job applicant characteristics.

Not discriminate on the grounds of gender or sexual orientation, color, age, pregnancy, marital status, trade union affiliation, religion, political opinion, nationality, ethnic origin, caste, disease, physical ability or any other characteristic protected by law or ILO conventions.

Not tolerate humiliating or physical punishment or allow any employee to be subject to verbal, psychological or physical abuse, or sexual harassment.

Not allow or engage in any behavior that may be perceived as threatening, abusive or exploitative, including for example gestures, languages or physical contact.

## 6.3 Reasonable working hours, rest and time off work

Ensure that working hours, overtime, breaks and time off between shifts, leaves<sup>1</sup> and holidays comply with levels that follow from a central collective agreement in the country where the work is performed or relevant legislation, industry standards or international standards.

Ensure that overtime is consensual, unless necessary and mandated according to local laws.

Provide a transparent and equal application process for leaves.

**The Supplier should** provide a healthy work-life balance, including, if applicable, possibilities for flexible working hours, family responsibilities and recreation.

## 6.4 Wages and benefits

Ensure that compensation and benefits comply as a minimum with levels that follow from a central collective agreement in the country where the work is performed or relevant legislation regarding wages, overtime compensation, insurance, holiday, sick leave and parental leave and pension.

Work progressively towards the payment of a [Living Wage](#) that is sufficient to afford a decent standard of living for the Workers and their families.

Pay wages regularly, directly to the Worker at the agreed time and in full.

## 6.5 Employment contract

Inform Workers of their employment conditions including their rights and obligations in a language they understand and provide them with their own copy of a written employment contract.

## 6.6 Freedom of association and the right to bargain collectively

Respect the right of Workers to form, join, or not join, labor unions, bargain collectively, seek representation and join Workers' councils in accordance with the laws of the countries where the work is performed.

Allow Workers to appoint independent representatives and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal.

In countries where freedom of association is limited, **the Supplier should** encourage communication with the Workers on issues relating to employment conditions and allow them to freely elect their own representatives.

## 6.7 Zero tolerance of child labor

Not engage in, enable, contribute to, support or benefit from the use of [Child Labor](#).

Ensure that all work is performed by Workers who have attained the legal age for working.

In countries with a high risk of Child Labor, have a [Child Labor remediation plan](#) that describes the actions to be taken in case of Child Labor.

Not allow young Workers (below 18 years of age) to perform work that is mentally, physically, socially or morally hazardous, or that interferes with their mandatory schooling.

<sup>1</sup> Including, but not limited to, family-related leave i.e. maternity leave, paternity leave, parental leave and carers' leave that is available under national law or collective agreements.



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## 7. Health and safety

### The Supplier shall:

Provide a safe and healthy physical as well as psychosocial working environment.

Follow PostNord's health and safety instructions if the Supplier performs work on PostNord premises.

### 7.1 Preventive health and safety measures

Have control measures in place to prevent incidents and injuries and:

- a) perform regular health and safety risk assessments to detect, prevent, minimize, eliminate or otherwise respond to occupational health and safety risks in the business
- b) perform appropriate actions and
- c) periodically evaluate the efficiency of preventive and mitigating actions.

Ensure that Workers are in possession of the relevant permits and licenses, professional training and qualifications, as well as written instructions for performing their work in a language that they understand; this is especially important for Workers performing hazardous work.

Ensure that machines, tools and other technical devices are provided, placed, equipped with relevant safety guards and used in such a way that adequate protection is provided against ill health and accidents.

Allow Workers the right to refuse a work situation if they reasonably believe that it represents an imminent and serious risk to their health and safety, and never discipline Workers for raising safety concerns or for refusing to work under unsafe conditions.

Manage, track and report occupational injury and illness.

### 7.2 Fire safety in the work premises

Install and maintain functioning fire alarms, adequate firefighting equipment, clearly marked and accessible evacuation routes, as well as emergency exits that are appropriate for the size and type of operation of the facility.

Perform fire and evacuation training programs and drills at intervals at least in line with national legislation.

Maintain emergency plans and response procedures for the business.

### 7.3 Healthy workplace

Provide Workers with personal protective equipment appropriate for risks identified, free of charge.

Ensure that Workers use appropriate personal protective equipment.

Maintain clean and properly-functioning first aid equipment appropriate for the type of risks identified in easily accessible locations in the workplace, and ensure that Workers that are trained in first aid are available during working time.

Maintain clean, well-lit work premises that are adequately ventilated and where acceptable temperatures and noise levels are maintained.

Provide Workers with unrestricted access to clean drinking water, clean areas to eat meals, hygienic toilets and, where applicable, showers.

Take ergonomic considerations into account when arranging the work environment.

### 7.4 Accommodation

If accommodation is provided<sup>2</sup>, ensure that each Worker has the right to their own bed and to a safe and gender segregated sleeping area.

If accommodation is provided, ensure that accommodation facilities provided for Workers are clean, fire-safe and provided with hygienic toilets, showers and meal areas.

### 7.5 Zero tolerance of alcohol and drugs

Ensure that all work is performed without the influence of alcohol, or drugs, pharmaceutical or non-pharmaceutical, that may influence the ability to perform the work safely.

If any abuse of alcohol or drugs is suspected or confirmed, **the supplier should** handle this in accordance with dedicated treatment programs.

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<sup>2</sup> This applies irrespective of whether the supplier owns, leases or contracts the dormitories from a service provider.



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## 8. Environment

### The Supplier shall:

Be aware of its environmental impact and be committed to reducing it.

Evaluate and take appropriate actions to mitigate negative impacts from its activities, products and services, particularly in the areas of:

- Greenhouse gas emissions
- Chemicals and hazardous substances
- Natural resources and waste
- Biodiversity loss
- Local communities

Periodically review actions to assess their continued fitness for purpose and efficacy.

Be open to working together with PostNord to develop products and services in line with PostNord's environmental goals.

### 8.1 Greenhouse gas emissions

Have a plan and activities for reduced greenhouse gas emissions that strive for a transition to a sustainable economy with the limiting of global warming to 1.5 °C in line with the [Paris Agreement](#).

Take action to reduce energy consumption.

**The Supplier should** switch to energy from [Fossil-free](#) sources.

**The Supplier should** set GHG emission reduction targets in accordance with the [Science Based Target initiative](#) or similar organization.

### 8.2 Chemicals and hazardous substances

Transport, store, handle and dispose of chemicals and hazardous substances in a way that is safe for both people and the environment (in accordance with the relevant material safety data sheet).

Apply the precautionary principle and work actively to replace hazardous chemicals and, where applicable, substances of very high concern in products with safer alternatives.

### 8.3 Natural resources and waste

Adopt the best available technologies to improve environmental performance. This includes designing products for longevity that are durable, can be repaired, reused, recycled, are safe in the intended use and can be disposed of safely.

Limit waste from its operations and limit the use of non-renewable materials.

Sort and store waste, especially hazardous waste, separately in fractions and transport and dispose of waste through a qualified and licensed body.

Limit waste to landfill.

### 8.4 Biodiversity loss

**The Supplier should** be aware of whether biodiversity is negatively impacted by its business operations and, in any such case, take action to reduce its overall impact on biodiversity and natural ecosystems.

### 8.5 Local communities

Operate its business in a respectful way regarding the surrounding environment and local communities in terms of health and pollution to the air, water and soil.

**The Supplier should** evaluate, and take actions to mitigate, potential negative impacts on the local community that may result from its ongoing operations, for example in connection with noise, light, pollution or littering.

### 8.6 Contingency plans

Maintain contingency plans for prevention and management of serious environmental damage from its operations, including accidents and emergencies and have mechanisms in place for immediate reporting to the competent authorities.

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## 9. Business integrity

### The Supplier shall:

Operate ethically and comply with local legislation and international anti-corruption conventions, and not engage in, or cause PostNord to engage in, any form of corrupt practices.

Maintain a zero-tolerance policy with regard to any and all types of corruption, and provide training in business ethics to the functions concerned.

Not directly or indirectly accept, approve a promise of, or demand any type of benefit that may be perceived as corruption or that may affect the objectivity of any business decision.

Avoid all potential conflicts of interest while engaged with PostNord, and notify PostNord of any potential conflicts of interest that cannot be avoided.

Not offer any PostNord employee benefits intended to facilitate the Supplier's business dealings with PostNord.

Not accept or perform any form of money laundering, tax fraud, tax evasion or other illegal financial schemes that may be indicated by the use of tax havens and jurisdictions prone to financial crime.

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## 10. Additional requirements for Road Transport Suppliers

### Road Transport Suppliers shall:

#### 10.1 Reasonable working hours, rest and time off work

Ensure compliance with legal driving and rest times.

Plan operations in such a way that [Drivers](#) domiciled in a country other than the country where they perform the transport have opportunities, in accordance with the law, to make trips back to the place where they are posted, their country of origin or their home, and not discourage the Driver from making trips home.

#### 10.2 Safe parking and facilities

Provide their Drivers with easily accessible information on available and appropriate rest facilities and suitable parking areas, keeping this information up to date.

Offer free access to safe parking for the Driver and the cargo.

Ensure that normal weekly rest periods or rest periods longer than 45 hours for Drivers domiciled in a country other than the country where they perform the transport is taken in suitable, gender appropriate accommodation facilities with appropriate sleeping facilities and sanitary facilities, not in the truck cab, and pay the cost of this accommodation.

#### 10.3 Wages and benefits

Ensure that Drivers carrying out international transport, cabotage or the national road leg of a combined transport operation covered by the [Directive for Posting Drivers in the road transport sector](#) are afforded the working and employment conditions, such as minimum wage or collective bargaining agreed conditions, in the country where the transport is carried out.

Ensure that Drivers are paid for transport operations either by monthly, weekly or hourly pay. Payment may not be calculated on the basis of distances traveled, delivery times or volume of goods transported, even if this is in the form of bonuses or salary supplements.

Ensure that payment to Drivers does not encourage behavior that result in lower road safety or violation of driving and rest times.

Provide Drivers with legal daily allowances and compensations.

Ensure that all working hours, including idle time and loading of vehicles, are included when calculating breaks and total working hours.

#### 10.4 Health and safety

Instruct Drivers that if a mobile telephone is used while driving, the device must be used in hands-free mode.

Equip vehicles with first aid and fire extinguishing equipment.

*The Supplier should* install breathalysers, ignition interlock device or similar.

#### 10.5 Climate and environmental impact

Have a plan for, and work towards, transitioning to the use only of [Fossil-free](#) fuel by 2030.

Ensure that vehicles with combustion engines used for deliveries for PostNord comply with a minimum of Euro6 when driving in Europe.

Take the impact on climate, health and the environment into account in the selection and replacement of fleet and fuel, and stay updated on the development of [Emission-free vehicles](#).

Ensure that both new and remould tires meet the requirements of EU legislation on tires sold within the EU. Tires with the lowest rolling resistance according to the EU labelling system may be used provided that the transport can be carried out safely.

Provide all Drivers with training in energy-efficient driving.

Carry out maintenance, washing, cleaning and painting of vehicles in accordance with applicable local regulations.

### 10.6 Cabotage and return of vehicle

Perform only legal cabotage. A maximum of three cabotage transports may be performed within a week from crossing the border and performing an international delivery in the destination country. If crossing the border without performing an international delivery in the destination country, only one cabotage transport is allowed within a week.

Not carry out cabotage operations using the same vehicle in the same Member State within four days of the last cabotage operation in that EEA Member State (cooling-off period).

### 10.7 Reporting

Report fuel consumption and types of vehicles used for transportation for PostNord and environmental data such as driveline, share of Fossil-free and fuel consumption in connection with their business with PostNord, to PostNord on request.

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## 11. Reference to third party standards

The Supplier Code is based on PostNord's Code of Conduct and established third party standards and covers sustainability areas material to PostNord.

- [10 Principles of UN Global Compact](#)
- [OECD Guidelines for Multinational Enterprises](#)
- [UN's Guiding Principles on Business and Human Rights](#)
- [The United Nations Universal Declaration of Human Rights \(1948\)](#)
- [The International Covenant on Civil and Political Rights and the International Covenant on Economic Social and Cultural Rights](#)
- [The Fundamental Conventions of the International Labor Organisation, nos. 87, 98, 29 and its 2014 Protocol, 105, 138, 182, 100, 111, 155, 187, as well as Conventions nos. 1, 102, 131, 159, 169, 177, 181, 183, Recommendations 146 and 164.](#)
- [The United Nations Convention on the Rights of the Child](#)
- [The UN Convention on the Elimination of All Forms of Discrimination Against Women](#)
- [The UN Convention on the Elimination of All Forms of Racial Discrimination](#)
- [The UN Declaration against Corruption](#)
- [CSDDD](#)
- [The Paris Agreement](#)

Road Transport Suppliers *shall* in addition to above comply with:

- [Mobility package](#)
- [Directive for Posting Drivers in the road transport sector](#)
- [Truck Transport Social Guidelines](#)
- [Regulation 1072/2009 on common rules for access to the international road haulage market](#)

## 12. Compliance commitment

PostNord's ambition is to work together with our Suppliers to develop and improve the sustainability performance in our Supply chain. On that basis, the Supplier must be able to demonstrate compliance with the requirements in The Supplier Code upon request. When evaluating the Supplier's compliance with The Supplier Code, PostNord will take into consideration the scope and applicability of the requirements in relation to the size, complexity and risks of the Supplier's business.

PostNord may verify the Supplier's compliance with the requirements in The Supplier Code by means of a dialogue, self-assessment questionnaire or on-site audits. This includes conducting interviews with Workers and access to accurate and complete documentation and records related to The Supplier Code.

Any audits or checks that PostNord conducts at the Supplier's sub-Supplier will be conducted upon agreement with the Supplier. Audits are conducted either by PostNord's own employees or by an independent third party appointed by PostNord.

If the Supplier is found to be non-compliant with the requirements in The Supplier Code, PostNord will request a plan for how to achieve compliance to be developed and shared within an agreed timeframe.

It is not PostNord's intention to terminate the business relationship with any Supplier. However, PostNord will not conduct business with a Supplier if compliance with the terms of The Supplier Code is deemed unachievable. Failure to enable PostNord to verify compliance with the requirements in The Supplier Code, or to remedy identified non-compliances within an agreed period, will be regarded as a material breach of contract.

Deviations from The Supplier Code may be reported to [sustainable supplychain@postnord.com](mailto:sustainable supplychain@postnord.com), or through our whistleblower system that is available online and managed by an external party to ensure that concerns can be reported anonymously.

The Whistleblower portal is accessed at: [postnord.whistleblowernetwork.net](https://postnord.whistleblowernetwork.net).

PostNord will not accept any form of retaliation against whistleblowers and has internal procedures in place to safeguard whistleblowers.

I, the undersigned authorized representative of the Supplier, hereby certify that the Supplier accepts and complies with The Supplier Code.

Full company name:

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Name and position:

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Corporate identity number:

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Signature:

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Place and date:

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