



BULTEN'S CODE OF CONDUCT FOR BUSINESS PARTNERS, SUPPLIERS AND SERVICE PROVIDERS

Bulten develops, produces and markets a wide range of fasteners and related services. Our offer also includes technical development, material and production know-how, logistics solutions as well as Full Service Provider (FSP) concepts – which means that we take full responsibility for all fasteners with a common goal with our customers to lower cost.

We are also responsible for ensuring that our products and services are produced within a supply chain that complies with international standards. We have therefore summarized our requirements on our business partners, suppliers and service providers (hereinafter referred to as "Bulten partners") with respect to labour standards, human rights, climate, environment and business ethics and conduct in this "Supplier Code of Conduct."

This Supplier Code of Conduct is based on the principles of the "UN Global Compact", the standards set out in the conventions of the ILO (International Labour Organization) and the Guiding Principles set out by Automotive Industry, AIAG, The OECD guidelines and UN guiding principles on business and human rights, and other recognized international standards and laws.

Gothenburg, June 2025

Axel Berntsson

President and CEO of Bulten AB (publ)



1.INTRODUCTION AND SCOPE

The following Supplier Code of Conduct defines Bulten's requirements on Bulten partners and their employees. By signing this document, the Bulten partner agrees to comply with all applicable laws and regulations in relevant jurisdictions that regulate the areas covered by this Supplier Code of Conduct, and commits to acting responsibly and to comply with the principles set out herein. In the event that applicable laws or regulations conflict with the principles set out herein, the more stringent should apply.

These commitments apply, when relevant, to the whole company group of a Bulten partner. Bulten will use this Supplier Code of Conduct as a part of its supplier selection and evaluation procedures. Bulten reserves the right to potentially end its business relationship with a partner if it does not adhere to the principles defined herein.

The Bulten partner confirms that it has implemented policies, processes, internal controls, monitoring systems and risk assessments to ensure compliance with this code. Upon request, the Bulten partner shall provide information and submit reports in order to certify that its business is compliant.

Bulten furthermore requires its partners to ensure that their supply chain (sub-suppliers and service providers, business partners) also comply with the principles of this Supplier Code of Conduct and the standards upon which it is based, by either forwarding Bulten's Code and requirements or according to your own Code with at least the same requirement.

It is of great importance to Bulten that compliance with these principles is ensured throughout Bulten's entire supply chain. Bulten counts on your support as part of this supply chain. If you have any questions about this Supplier Code of Conduct, please refer them to your Bulten purchasing contact or to SVP HR & Sustainability of Bulten, ref. www.bulten.com

2.LABOUR CONDITIONS AND HUMAN RIGHTS

The Bulten partner acknowledges that good working conditions, as well as a safe and healthy work environment improves the quality of goods, and services and motivates the workforce. The Bulten partner agrees to safeguard the health, safety, inclusion and human rights of all of its employees and other workers, and to treat them with dignity and respect. This refers to all employees, including part-time and temporary workers, migrant workers, student interns, full-time employees and any other form of manpower. Bulten encourages suppliers to provide for representation of employees' interests, e.g. social dialogues, if that is not already taking place.

2.1 HUMAN RIGHTS

All operational activity shall be focused on achieving corporate goals without any violation of local regulations and internal conventions on human rights. The Bulten partner shall conduct assessments to identify and assess actual and potential human rights impacts of its business. The Bulten partner shall work to prevent or remedy any adverse human rights impacts it may cause or to which it may contribute.

2.2 FREE CHOICE OF EMPLOYMENT, MODERN SLAVERY AND HUMAN TRAFFICKING

There shall be no forced labour, slave labour or any other form of comparable labour. All labour must be voluntary and employees must be free to end their employment at any time. The supplier shall not let employees, candidates pay recruitment fees and the supplier shall never confiscate any id document of candidates, employees, or other workers. If it is found that an employee or a third party employee has paid recruitment-related fees, whether directly or through a third-party provider, the



Supplier shall assess the matter and take actions to ensure the employee/candidate will be compensated by the party who has charged the fee/cost.

2.3 NO CHILD LABOUR

The employment of children is prohibited. Children of compulsory school age or those that have not yet reached the minimum age for employment in the respective country shall not be employed. Young workers shall not perform work that could endanger their health or safety (hazardous work).

2.4 REMEDIAL ACTIONS

If the supplier identify child- or forced labour or human trafficking, the Supplier shall take immediate steps to ensure the safety and wellbeing of the affected employee. This includes e.g. removing the individual from the situation, engaging with relevant local authorities or support organizations, and taking further action in line with applicable local laws and regulations. Where feasible, the Supplier will also support the individual's recovery and reintegration, including assistance with securing alternative employment.

2.5 WORKING HOURS

The weekly hours of work shall not exceed the statutory maximum of relevant jurisdiction. The weekly hours of work including overtime shall in any event not exceed internationally recognised set maximum. Emergencies and extraordinary circumstances can constitute an exception. Employees shall be entitled to days off according to internationally recognised set standards.

2.6 WAGES AND EMPLOYEE BENEFITS

Alongside economic circumstances, the requirements for business development and productivity, the remuneration paid to employees (employees and their family members) shall comply with all applicable national laws on remuneration, which includes laws on minimum wage, overtime and statutory welfare benefits. Such remuneration shall as a minimum meet basic needs of the employee (living wage, not minimum wage if there is a discrepancy).

2.7 HUMANE TREATMENT

Employees shall not be subjected to disproportionate stringency or be treated in an inhumane manner. This includes sexual harassment, sexual abuse, physical reprimand and physical and mental abuse as well as any threat of such treatment.

2.8 DIVERSITY, EQUALITY AND PROHIBITION OF DISCRIMINATION

The Bulten partner agrees not to tolerate any unlawful harassment, unequal treatment or discrimination within its workforce. The Bulten partner's selection and employment practices, such as for promotion and remuneration or access to training opportunities, shall not discriminate against employees on the basis of national or ethnic origin, social origin, health status, skin colour, age, gender, sexual orientation, ethnic background, disability, pregnancy, religion or belief (ILO 111), political conviction, trade union membership (or the lack of) or family status.

We encourage suppliers to promote diversity within their sphere of influence, to identify vulnerable groups among employees, and to implement programs for these groups that lead to more equal treatment and the prevention of discrimination in hiring and employment.

2.9 FREEDOM OF ASSOCIATION

In line with relevant national legislation, the Bulten partner shall grant employees the right to form and join or not to join trade unions and to safeguard their interests. If national legislation prohibits trade unions the employer shall encourage alternate forms of representation such as establishing



internal committees or similar. The supplier shall exclude the use of private or public security forces to interfere with freedom of association.

We encourage suppliers to promote constructive and transparent social dialogue between employees, their representatives, and management when handling internal conflicts and grievances relating to working conditions.

2.10 THE RIGHTS OF LOCAL COMMUNITIES

Bulten respects applicable local, national, international, and traditional rights concerning land, water, and resources. The supplier shall observe the ban on the unlawful eviction from land, forests, and waters when acquiring, building on, or otherwise using land, forests, and waters that serve as a person's livelihood respecting the rights of Minorities and Indigenous People

2.11 HEALTH AND SAFETY AT THE WORKPLACE AND IN AS WELL AS OUTSIDE THE FACILITIES

The Bulten partner shall ensure that it has organizational systems, processes and/or measures in place in order to comply with national health and safety legislation. The Bulten partner shall identify, assess and take measures to eliminate potential health & safety risks. Employees and others shall be informed of potential safety risks and be instructed on proper, safe behavior and corresponding safety measures shall be implemented, such as machine safety and workplace ergonomics. Employees and others at the workplace shall always be provided with suitable personal protective equipment. This includes all employees, including part-time and temporary workers, migrant workers, student interns, full-time employees and any other form of manpower. The safety measures shall also cover the external property, land etc. of the facilities. Bulten partners shall also put into place processes regarding accident and incident management.

Clean drinking water and lavatories must be easily accessible and free of charge at all times. All facilities must be clean and regularly maintained.

Upon request, the supplier shall

- provide evidence of having a safety management system in place
- provide evidence of a health and safety policy.

2.12 EMERGENCY PREPAREDNESS

Potential emergency situations and events shall be identified and evaluated. Their impact shall be minimized by implementing emergency plans, fire protection and reporting procedures. Evacuation routes and emergency exits shall always be kept free and be known by all employees.

3. ENVIRONMENT

Bulten expects the supplier to refrain from harmful impact to biodiversity, soil, water and air through pollution, deforestation, harmful noise emissions, and excess water consumption that significantly impair the natural foundations for the cultivation and the production of food, prevent people from accessing safe drinking water, impair or inhibit access to sanitary facilities, or are harmful to health.

The Bulten partner acknowledges that environmental responsibility is an integral part of product manufacturing and agrees to make continuous improvements in their operations to:

prevent negative impacts on the environment conserve natural resources, and reduce environmental impact and energy use

3.1 ENVIRONMENTAL PROTECTION



The Bulten partner confirms that it has implemented systems, processes and/or measures and has obtained the necessary approvals in order to comply with statutory national environmental regulations, including waste management regulations. Employees shall be instructed on how to mitigate environmental risks.

The Bulten partner shall continuously strive towards a sustainable resource management by improving material efficiency, reducing water consumption, reducing waste and improving waste management and recycling/reuse, as well as preventing pollution and negative impacts on air, water and soil quality as well as biodiversity. The supplier is also expected to preventing generation of waste through specific actions which includes material for the products, water, property, plant and equipment.

3.2 CLIMATE IMPACT - DECARBONIZATION

Bulten is committed to the Paris Agreement (COP 21) and has set greenhouse gas reduction targets in scope 1, 2 and 3.

As part of the nomination process, the supplier undertakes to implement measures to reduce and remove its direct and indirect greenhouse gas emissions (including in its upstream value chain). This includes, for example, the use of green electricity and the use of secondary materials or biomaterials. This includes minimizing dependency on carbon credits in order to reach the net zero goal. The precise requirements will be defined from time to time and compliance is reviewed annually. Commitment with the requirements concerning greenhouse gas emissions reduction and removal is a decisive criterion for us in the process of selecting our suppliers.

We expect our suppliers to ensure transparency with regard to their own emissions as well as those of the upstream supply chains (e.g. by using life cycle assessments (LCA)), and to set reduction targets, including targets that apply to their supply chain.

3.3 HAZARDOUS SUBSTANCES & RESPONSIBLE CHEMICAL MANAGEMENT

Chemicals, biological substances and other materials, posing a hazard to humans or the environment, shall be identified, labelled and managed in such a way that ensures their safe handling, transport, storage, use and recycling or disposal.

3.4 SUBSTANCES IN PRODUCTS

The Bulten partner shall abide by all applicable laws and regulations and customer specifications regarding the prohibition or restriction of specific substances. This includes mandatory labelling for recycling and disposal.

The Bulten partner shall inform Bulten about the content of substances, as such or in materials and products, supplied to Bulten if:

- a REACH regulation (EC 1907/2006) candidate list substance is contained in the material/ product in a concentration exceeding 0,1% weight by weight;
- a substance requires authorization or is restricted under the REACH regulation; and/or
- a substance listed in the EU's RoHS directive (2011/65/EU) is included in a homogeneous material above the threshold limits.

as far as possible this information shall be provided by reporting the content of the material/products through the IMDS system.

The supplier should obtain raw materials from audited sources.

4. COMPETITION LAW



Bulten partners shall respect fair competition and conduct every business activity in compliance with applicable competition and anti-trust laws. Thus, no Bulten partner may enter into discussions or agreements with competitors concerning pricing, market sharing, and limitation of output or similar.

5. PROPERTY RIGHTS, CONFIDENTIAL INFORMATION AND PERSONAL DATA

5.1 DISCLOSURE OF INFORMATION

Information on business activities, structure, financial situation and performance shall be disclosed in accordance with the applicable provisions and usual business practices in the sector.

Falsification of records and misrepresentation of conditions and practices are not acceptable.

5.2 INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

Bulten's, or its customers', intellectual property rights shall be respected and managed in a secure way; transfer of technology and knowhow must be done in a manner that protects intellectual property rights and such rights may not be exploited without the relevant owner's consent. Intellectual property includes, but is not limited to, trademarks, inventions and patents, designs and knowhow.

Trade secrets shall only be disclosed to the extent necessary and permitted and shall be protected appropriately.

5.3 PERSONAL DATA

Personal data shall be processed in accordance with applicable laws, regulations and in a secure, correct and careful manner. This includes collecting data for specified, explicit and legitimate purposes only. Personal data shall not be processed in a manner that is inconsistent with such purposes.

6. EXPORT, IMPORT AND TRADE COMPLIANCE

All Bulten partners engaged in foreign trade activities must comply with export, import and other trade compliance laws and regulations. Thus, Bulten partners must refrain from transactions that are unlawful or irregular under applicable law or regulations relating to trade embargoes and economic sanctions, export controls, anti-boycott, cargo security, import classification and valuation, product/country of origin marking, and application of free trade agreements.

All requisite export and import licenses and approvals under applicable import, export and sanctions regulations must at all times be obtained.

6.1 SANCTIONS COMPLIANCE

Bulten partners must comply with applicable sanctions regulations¹ (in relation to both designated individuals and entities, as well as specific countries, products and services). Bulten partners shall conduct a sanctions risk analysis of its supply chain, business partners, products and services. Based on this risk analysis Bulten partners shall implement and maintain a sanctions compliance program, including policies and controls, monitoring of transactions and business relationships, and training of relevant employee categories.

¹ Including, but not limited to, sanctions issued by the European Union, the United Nations, the United Kingdom of Great Britain and Northern Ireland, or the United States of America.



If a Bulten partner identifies suspected or actual breaches of sanctions, Bulten must immediately be informed.

Bulten recommends that the sanctions compliance program is audited internally or externally at a frequency determined by the level of risk identified by the Bulten partner, e.g. on an annual basis.

7. CONFLICT MINERALS AND COBALT

The Bulten Partner shall implement appropriate and reliable measures—aligned with applicable legislation, including the Dodd-Frank Wall Street Reform and Consumer Protection Act as well as the principals outlined in the ‘OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas’—to ensure, to the best of its knowledge and belief, that any use of conflict minerals (3TG: tantalum, tin, tungsten, and gold) and extended minerals (such as cobalt, mica, nickel, copper, and others potentially associated with human rights abuses) in its products does not directly or indirectly contribute to armed conflict, child labor, or other human rights violations.

The Bulten partner shall exercise due diligence regarding to the origin and chain of custody of these minerals and shall disclose the precautionary measures to Bulten upon request.

Bulten only accepts use of 3TG smelters and refiners that are validated through a recognized third party responsible sourcing program such as Responsible Minerals Assurance Process (RMAP). If 3TG minerals are used in products or in the production process, the Bulten Partner must ensure that all smelters/refiners in its supply chain are validated under such a program. If a smelter/refiner is not yet validated, the supplier must initiate the RMAP audit process for example by contacting RMI at RMI@responsiblebusiness.org. Use of non-validated smelter/refiner is permitted only if the audit process has officially started.

The Bulten Partner shall report all 3TG smelters/refiners used in its supply chain by completing the Conflict Mineral Reporting template (CMRT) available at:

www.responsiblemineralsinitiative.org/reporting-templates/cmrt/ and submit the complete form to Bulten purchasing.

The Bulten Partner shall identify and report all smelters/refiners used in its supply chain for extended minerals by completing the Extended Minerals Reporting Template (EMRT), available at:

www.responsiblemineralsinitiative.org/reporting-templates/cobalt-reporting-template/, and submit a copy to X Purchasing.

8. BUSINESS ETHICS

The Bulten partner and its representatives shall uphold high ethical standards in order to fulfil their legal and social responsibilities.

8.1 INTEGRITY

All business interactions shall be governed by high standards of integrity. The Bulten partner shall not have any tolerance towards bribery, money laundering, extortion, fraud, embezzlement and other forms of corruption, and shall prohibit such acts or omissions in any form.

All business processes must be transparent and properly reflected on the partners' business records. No documents may be manipulated.

8.2 ANTI-BRIBERY



Bribes or other means of obtaining an illegal or improper advantage shall not be offered, accepted, promised or received. This prohibition applies in relation to both the public and the private sector, and to bribes both given directly or indirectly, e.g. by the means of a third party, such as an agent. Bulten also prohibits facilitation ("grease") payments, even if such payments are legitimate under national legislation. In order to ensure compliance with anti-corruption laws, processes and procedures that address anti-corruption issues shall be implemented and monitored.

8.3 CONFLICT OF INTERESTS

Decisions shall only be taken on the basis of objective, business-related considerations and not be influenced by any personal interests.

8.3 ANTI-MONEY LAUNDERING

The business shall fully comply with all applicable anti-money laundering and counter-terrorism financing laws, and the Bulten partner shall only accept funds received from legitimate sources. The Bulten partner must always have thorough knowledge of its counterparties and only conduct business with reputable business partners involved in legitimate business activities.

9. VIOLATIONS OF THIS SUPPLIER CODE OF CONDUCT

Bulten acknowledges that its partners may be in various stages of maturity in relation to certain standards of this code. However, if an audit, or other sources of information, indicates or verifies that a violation of this code has occurred, Bulten expect its partners to work together with Bulten to achieve continuous improvements by implementing corrective measures.

In the event a partner evidently fails to fulfil any of the principles and requirements set out herein, and refuses, within a reasonable time frame, to take corrective actions to improve its sustainability performance, Bulten reserves the right to immediately terminate any or all contracts with the supplier.

9.1 CERTIFICATION AND REPORTING

We expect that the supplier has established or is implementing a due diligence process with appropriate measures to ensure that its suppliers and subcontractors, in turn, also comply with the standards and rules set out in this document. All Bulten partners are required to:

Implement policies, processes, internal controls and monitoring systems to ensure compliance with this code.

Maintain relevant records to demonstrate compliance with this code.

Ensure the health, safety and human rights of all employees, including part-time and temporary workers, migrant workers, student interns, full-time employees and any other form of manpower.

Ensure a safe environment outside and around its facilities and land, to protect people from accidents and being hurt.

Evaluate its supply chain to ensure compliance with this code. Bulten requires that all of its partners ensures compliance within their own supply chain.

Upon request, to Bulten provide information and submit reports in order to certify that the relevant Bulten partner complies with the principles and requirements set out in this code.

Upon request, Bulten partners shall disclose the identity of relevant sub-suppliers and how the relevant Bulten partner has ensured that such suppliers comply with the principles and requirements set out in this code.



Implement corrective measures, or request sub-suppliers to implement such corrective measures, in case of a violation of this code.

Immediately to Bulten report suspected or actual breaches of this code. Such concerns may be reported to SVP HR & Sustainability of Bulten (ref. www.bulten.com) or via Bulten's reporting system WhistleB (for more information, see Section 9.3).

Bulten does not retaliate against anyone for submitting in good faith a report of suspected or known misconduct, nor does Bulten tolerate Bulten partners or others retaliating.

9.2 AUDITS

Bulten partners shall allow Bulten, or a third party authorized by Bulten, to perform audits in order to verify compliance with the requirements set out herein, including providing access to all relevant facilities and documents. Bulten partners shall make individuals accessible so that Bulten can conduct a meaningful audit. Audits shall be performed in such a manner as to not unreasonably interfere with the Bulten partners' business activities.

Bulten partners are required to conduct audits of sub-suppliers when requested by Bulten, to ensure compliance with this code.

9.3 WHISTLE-BLOWING

Bulten provides a whistle-blower service that can be used to inform about a concern regarding something that is not in line with Bulten's values and ethical code, and that may seriously affect Bulten's organization or a person's life or health. The whistle-blower service is provided by the external partner WhistleB, Whistleblowing Centre, to ensure anonymity. Bulten has a zero tolerance against reprisals against individuals reporting concerns in good faith and we expect the same from our business partners.

The communication channel is encrypted and password-protected. The whistle-blower service is available at: <https://report.whistleb.com/en/bulten>

REFERENCES

The standards listed above, as well as other international standards and guidelines, form the basis for this policy and can be regarded as sources of further information:

- United Nations Global Compact
- ILO International Labour Standards
- AIAG Automotive Industry Guiding Principles
- European Automotive Working Group on Supply Chain Sustainability (Guiding Principles)
- The OECD guidelines and the UN guiding principles on business and human rights.



COMPLIANCE CERTIFICATION

By signing this document, the Bulten partner confirms receiving, reading and understanding the content of the Bulten Supplier Code of Conduct attached hereto. The Bulten partner furthermore certifies to comply with the stated principles and to report violations accordingly. In order to ensure that this document is seen as a compliance commitment from the Bulten partner, this form shall be returned once signed by a relevant authorized signatory.

SUPPLIER:

.....

Company name

Place

Date

.....

(1st signature)

(2nd signature - optional)

.....

(Name in block letters)

(Name in block letters)

.....

(Department / Function)

(Department / Function)