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# **Supplier Code of Conduct**

# **供应商行为守则**

## Introduction

### 简介

Hörby Bruk strives to take responsibility for its impacts on society and the environment. This work, that we call Hörby Bruk's social responsibility, is based on the international standard for social responsibility ISO 26000. Our goal is to increase our operations' positive impacts and to decrease the negative ones within the whole value chain. Therefore, we invite our suppliers to be part of our work.

Hörby Bruk 力求为其对社会和环境的影响承担责任。这项工作以国际社会责任标准 ISO 26000 为基础，我们称之为 Hörby Bruk 的社会责任。我们的目标是在整个价值链中增加企业的积极影响，减少消极影响。因此，我们诚邀供应商加入我们，协力实现上述目标。

This Code of Conduct outlines Hörby Bruk's standards concerning Corporate Social Responsibility in the supply chain. The following standards are minimum standards, and this Code of Conduct is not supposed to prevent our suppliers from exceeding these standards.

本《行为守则》概述了 Hörby Bruk 就供应链实施的企业社会责任标准。以下标准为最低标准，本《行为守则》不应妨碍供应商超过这些标准。

This Code of Conduct is part of our purchasing agreement and has to be observed by our suppliers at any time. Our suppliers must ensure that this code is also observed by subcontractors involved in the production process of "Hörby Bruk products".

本《行为守则》属于我们采购协议的一部分，供应商必须始终加以遵守。供应商必须确保参与“Hörby Bruk 产品”生产过程的分包商同样遵守本守则。

Hörby Bruk encourages all suppliers to translate this Code of Conduct into native language and display both versions on the intranet and/or on the facility information boards.

Hörby Bruk 鼓励所有供应商将本《行为守则》翻译为本国语言，并在内网和/或设施公告牌上展示两种语言版本。

On request our suppliers are obliged to provide information about each product's origin including subcontracting. Relevant documentation for verification must be provided at any time.

供应商有义务应要求提供每种产品的原产地信息（包括分包合同）。必须随时提供相关文件以供验证。

This Code of Conduct is drafted and valid in the English language. Where there are different language versions of this document these shall be considered translations of convenience only and the English version will prevail in any case of discrepancy.

本《行为守则》以英语起草并生效。如果本文件有不同的语言版本，其他语言版本仅供参考，如有不符，以英语版本为准。

The following requirements in this Code of Conduct are mainly based on internationally agreed standards such as:

本《行为守则》中的下列要求主要基于国际协定标准，例如：

- The Universal Declaration of Human rights,  
《世界人权宣言》
- The UN Convention on the Rights of the Child

- 《联合国儿童权利公约》
- The International Labor Organizations (ILO) eight Core Conventions (nr.138, 182, 29, 105, 11, 100, 89, 98)
- 国际劳工组织（“劳工组织”）八项核心公约（第 138 号、第 182 号、第 29 号、第 105 号、第 11 号、第 100 号、第 89 号、第 98 号）
- The ILO Occupational Health and Safety Convention (nr. 155) and the EU product-safety legislation.
- 《劳工组织职业健康与安全公约》（第 155 号）和欧盟产品安全法律。

Our suppliers must inform us in writing about all major changes in their operations. Major changes are changes that have a major impact on employees, processes and operations.

如果供应商的经营活动有任何重大变化，必须书面告知我们。重大变化指对员工、工艺和运营产生重大影响的变化。

## **1. Legal Compliance** **遵守法律**

All our suppliers must, in all their activities, observe applicable national laws and industry minimum standards in the countries in which they operate. Should any requirement in this Code of Conduct conflict with applicable national laws, the supplier must notify Hörby Bruk immediately, before signing this Code of Conduct. In that case Hörby Bruk together with the supplier define the conflict areas and then determine the supplier's possibility of non-compliance with Hörby Bruk's Code of Conduct regarding these defined areas.

所有供应商必须在所有业务活动中遵守经营所在国家/地区的相关国家法律和行业最低标准。如果本《行为守则》中的任何要求与适用的相关国家法律冲突，供应商必须在签署本《行为守则》之前立即通知 Hörby Bruk。此种情况下，Hörby Bruk 将与供应商一起界定冲突领域，然后确定供应商在冲突领域不遵守 Hörby Bruk《行为守则》的可能性。

## **2. Prohibition of Forced and Compulsory Labor and Disciplinary Measures** **禁止强迫和强制劳动及惩戒措施**

Forced, bonded or involuntary prison labor is prohibited. The employer must not require lodging of deposits or identity papers and all employees are free to leave their employer after reasonable notice. The employer is not allowed to withhold any part of any employee's salary, benefits, property or documents in order to force personnel to continue working for the company. No supplier or subcontractor is allowed to be engaged in or to support trafficking. The personnel must be treated with respect and dignity. The use of corporal punishment, mental and physical coercion or verbal abuse is prohibited.

禁止强迫、债役或非自愿监狱劳动。雇主不得收取押金或身份证件，所有员工均可在合理通知后自由离职。雇主不得为强迫员工继续工作而扣留其工资、福利、财产或文件的任何部分。供应商或分包商严禁从事或支持人口贩运。应体面对待并尊重每位员工。禁止进行体罚、精神和肉体胁迫或言语虐待。

## **3. Prohibition of Child labor** **禁止童工**

Hörby Bruk does not accept child labor. No person under the age of 15, or younger than the legal age of employment if this age is higher than 15, is allowed to be employed. All employees must have finished their compulsory education before employment. The minimum employment-age for hazardous work or work at night is 18 years.

Hörby Bruk 概不接受童工。禁止雇用不满 15 岁或（如果法定就业年龄大于 15 岁）法定就业年龄的人。所有员工在就业前必须已经完成义务教育。从事危险工作或夜间工作的最低就业年龄为 18 岁。

## **4. Freedom of Association and the Right to Collective Bargaining** **结社自由和集体谈判权利**

All employees have the right to join or form trade unions of their own choosing and to bargain collectively. Our suppliers have to have an open-minded attitude towards trade unions and their organizational activities. Hörby Bruk does not accept disciplinary or discriminatory actions towards employees that join or form unions or other

associations for collective bargaining. Workers' representatives must not be discriminated against and the supplier has to ensure that workers' representatives can carry out their representative activities in the workplace.

全体员工均有权组建或加入自己选择的工会并开展集体谈判。供应商须对工会及其组织活动持开明态度。Hörby Bruk 不认可对加入或组建工会或其他协会进行集体谈判的员工施加纪律处分或歧视的做法。禁止歧视工人代表，供应商必须确保工人代表能够在工作场所开展代表活动。

Where the freedom of association and collective bargaining is restricted by law, Hörby Bruk's suppliers are expected to facilitate and not to hinder parallel means for independent and free association and bargaining.

如果法律限制结社自由和集体谈判，Hörby Bruk 期待供应商促进而非阻碍独立自由结社和谈判的并行方式。

## **5. Prohibition of Discrimination**

### **禁止歧视**

All types of discrimination, e.g. based on gender, age, religion, race, caste, disability, national origin, sexual orientation, marital status, union membership or political affiliation, are prohibited. Neither employees nor jobseekers should suffer from any form of discrimination.

禁止一切类型的歧视，例如基于性别、年龄、宗教、种族、种姓、残疾、民族、性取向、婚姻状况、工会成员身份或政治派别的歧视。员工和求职者不应受到任何形式的歧视。

## **6. Wages, Benefits, Working Hours and Leave**

### **工资、福利、工作时间和休假**

Wages and benefits must be paid regularly and on time. Wages, paid for a standard working week, must meet at a minimum national legislation or industry standards, whichever is higher.

工资福利必须定期按时发放。按标准工作周支付的工资必须符合最低国家法律或行业标准（以较高者为准）。

In general wages, paid for a standard forty-hour working week, should always be enough to meet the worker's basic needs such as housing, food, utilities, transport, health care, recreation, childcare, education and saving for retirement.

按四十个小时的标准工作周发放的工资通常应始终足以满足工人的基本需求，例如住房、食品、公用事业、交通、保健、娱乐、儿童保育、教育和退休储蓄。

All types of legally mandated benefits and compensations must be paid. Overtime work must be paid at a premium rate according to national laws.

应当提供各类法定福利和报酬。必须根据国家法律以溢价费率支付加班工资。

All work performed must be on the basis of recognized employment relationships that are established according to national legislation. All employees must be provided with written and understandable information about their employment conditions including wages and pay period before entering employment. All employees must be provided with pay slips every month.

必须基于根据国家法律建立的公认劳动关系开展一切工作。必须在所有员工入职前书面向其提供关于劳动条件（包括工资和付薪期）的信息，表述必须明白易懂。必须每月向所有员工发放工资单。

Deductions from wages as disciplinary measures are prohibited. Wage deductions in general are only allowed if consistent with national legislation.

禁止以克扣工资作为惩戒措施。通常仅可在符合国家法律的情况下扣减工资。

Ordinary working hours must not exceed the legal limit and shall never exceed 48 hours a week. Overtime work must be voluntary and must not exceed 12 hours per week or the national legal limit, whichever is lower. Overtime work must not be requested regularly. Every employee must be provided with at least one day off in every seven-day period.

正常工作时间不得超过法定上限，也不得超过一周 48 小时。加班必须出于自愿，并且每周加班不得超过 12 小时或国家法定限度（以较低者为准）。禁止定期要求加班。每个员工每七天必须至少休息一天。

## **7. Workplace Health and Safety**

### **职业健康与安全**

Suppliers must provide a safe and healthy working environment. The employees' safety must be a priority at all times. There must be an ongoing work to minimize hazards inherent in the workplace environment.

供应商必须提供安全健康的工作环境。员工安全始终必须放在首位。必须不断开展工作，尽量减少工作场所环境中的固有危险。

A clear set of regulations and procedures concerning occupational health and safety, especially concerning:

须始终落实并遵循关于职业健康与安全（特别是关于以下事项）的明确规程：

- the provision and use of personal protective equipment,
- 提供和使用个人防护设备，
- the provision of building safety, fire safety, first aid equipment,
- 提供楼宇安全、消防安全、急救设备，
- the handling of chemicals and
- 处理化学品，以及
- the provision of a safe and hygienic working environment in general, have to be in place and followed all the time.
- 提供安全卫生的工作环境。

The responsibility for health and safety has to be assigned to a senior management representative.

健康与安全责任必须分配给一名高级管理层代表。

## **8. Dormitories**

### **宿舍**

If suppliers provide dormitories, the requirements in chapter 7 concerning safety, fire safety and cleanliness are also applicable to those dormitories.

如果供应商提供宿舍，第 7 节中有关安全、消防安全和清洁的要求同样适用于宿舍。

## 9. The Environment 环境

Our suppliers have to ensure that all relevant environmental permits and licenses are in place and that all operations are conducted in compliance with these permits and licenses.

供应商必须确保具有所有相关的环境许可证和执照，确保所有经营活动均符合前述许可证和执照。

Procedures and standards for waste management, handling and disposal of chemicals and emission and effluent treatment that meet or exceed legal requirements have to be in place.

必须制定符合或超过法律要求的废物管理、化学品处理和处置以及排放物和流出物处理的程序 and 标准。

## 10. Legal Compliance 遵守法律

### Product safety

Product safety and the safety of our customers and consumers is a guiding principle and must not be compromised in any circumstances. Hörby Bruk expects all its suppliers to comply with applicable product safety laws and regulations such as:

### 产品安全

产品安全以及客户和消费者的安全是一项指导原则，一概不得妥协。Hörby Bruk 希望所有供应商遵守相关产品安全法律法规，例如：

- Directive 2001/95/EC of the European Parliament and of the Council on general product safety
- 欧洲议会和理事会关于一般产品安全的第 2001/95/EC 号指令

### Other legislation

All our suppliers must, in all their activities, observe the following requirements:

### 其他法律

所有供应商必须在所有活动中遵守以下要求：

- Compliance with the regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and its annexes, XIV and XVII in current status
- 遵守现行欧洲议会和欧洲理事会关于化学品注册、评价、授权和限制的条例（EC 第 1907/2006 号条例，“REACH”）及其附件十四和十七

That requirement means:

该要求意味着：

- no use of SVHC (Substances of Very High Concern) from the candidate list in concentrations > 0,1
- 不得使用候选清单中浓度大于 0.1 的 SVHC（高度关注物质）
- full compliance with annex XVII (Restrictions on the manufacture, placing on the market and use of certain dangerous substances, preparations and articles)
- 完全遵守附件十七（对某些危险物质、制剂和物品的制造、投放市场和使用的限制）
  - no use of substances (in the manufactured products) from the list of substances subjected to authorization according to annex XIV.

- (制成品中) 不得使用附件十四所列须经批准的物质清单中的物质。

Apart from the legal requirements above must our suppliers manufacturing toys or parts of toys, in all their activities, observe the following additional requirements:

除上述法律要求外，制造玩具或玩具零件的供应商必须在所有活动中遵守以下附加要求：

- Compliance with the directive 2009/48/EC of the European Parliament and of the Council on the safety of toys.
- 遵守欧洲议会和理事会关于玩具安全的第 2009/48/EC 号指令。

To be able to comply with the requirements in this document the supplier has to have a profound knowledge and understanding of the applicable legislation described above.

为遵守本文件中的要求，供应商必须深刻认识和理解上述相关法律法规。

On request the supplier must provide tests that verify legal compliance within two weeks.

经要求，供应商必须在两周内提供证明合规的检测。

All cases of outsourcing must be reported to Hörby Bruk. In case of outsourcing is the supplier obliged to secure the subcontractor's compliance with the requirements in this document.

必须向 Hörby Bruk 报告所有外包情况。如有外包，供应商有义务确保分包商遵守本文件中的要求。

## **11. Business Ethics**

### **商业道德**

Hörby Bruk operates with high business ethics and expects its suppliers to act in the same way. Transparency, fairness and anti-corruption are guiding business principles at Hörby Bruk. Extortion, bribery and unfair business practices will not be tolerated.

Hörby Bruk 在运营中遵循高标准的商业道德，并期望供应商同样如此行事。透明、公平和反腐败是 Hörby Bruk 的指导商业原则。绝不姑息敲诈勒索、贿赂和不公平的商业行为。

## **12. Monitoring and Evaluation of Compliance**

### **合规状况的监控和评价**

Hörby Bruk expects all its suppliers to observe all requirements in this Code of Conduct, and to cooperate and participate in the monitoring procedures listed below. It is the supplier's responsibility to ensure that the content of this Supplier Code of Conduct is implemented. We also expect all suppliers to have appropriate procedures to ensure that their own suppliers of products and services are in compliance with the content of our Supplier Code of Conduct. By approving Hörby Bruk's Code of Conduct a supplier ensures to comply with all applicable parts. The supplier is also responsible for ensuring that their sub-suppliers comply with this code.

Hörby Bruk 期望所有供应商遵守本《行为守则》中的所有要求，并配合和参与以下监控程序。供应商有责任确保本《供应商行为守则》得到执行。期望所有供应商制定相关规程，确保自己的产品和服务供应商也遵守本《供应商行为守则》的规定。批准 Hörby Bruk 《行为守则》，即表示供应商保证遵守所有相关内容。供应商还有责任确保其子供应商遵守本守则。

Transparency and cooperation should characterize the business relationships between Hörby Bruk and its suppliers. Intentional misleading can harm the business relation and result in termination. We reserve the right to make unannounced audits to all units (including subcontracting) producing products for Hörby Bruk. The same right we reserve for audits conducted by an independent third party on our behalf.

透明与合作应成为 Hörby Bruk 与供应商之间的业务关系的特征。故意误导会损害业务关系，导致合作终止。我们保留对为 Hörby Bruk 生产产品的所有单位（包括分包单位）进行突击审计的权利。我们保留由独立第三方代表我们进行审计的相同权利。

Hörby Bruk expects its suppliers to provide full access to all areas of the factory including dormitories, to all documentation and to all employees for interviews. If subcontractors are involved in the production of goods for Hörby Bruk, access must be provided at the subcontractors' facilities as well.

Hörby Bruk 期望供应商为进出工厂所有区域（包括宿舍）、查阅所有文件和访谈所有员工提供完整的权限。如果分包商参与 Hörby Bruk 的产品生产，则还须在分包商场所提供前述权限。

Our suppliers are supposed to provide access to, if existing, internal audit- documentation and/or documentation from other customer-audits.

如有内部审计文件和/或来自其他客户的文件，供应商应提供此类文件的查阅权利。

Compliance with this Code of Conduct will be monitored frequently by the following procedures:

我们将通过下列程序经常监控遵守本《行为守则》的状况：

- Self-assessment forms
- 自我评估表格
- Hörby Bruk representative audits (announced or unannounced) including interviews with supplier and subcontractor employees
- Hörby Bruk 代表审计（提前公告或突击式），包括访谈供应商和分包商员工
- Third party audits (announced or unannounced) including interviews with supplier and subcontractor employees
- 第三方审计（提前公告或突击式），包括访谈供应商和分包商员工
- Assessing of documentation from internal audits and from audits conducted by other customers
- 评估来自内部审计和其他客户审计的文件
- Other applicable or suitable monitoring methods
- 其他适用或适当的监控方法

Audits conducted by Hörby Bruk or third-party audit institute may result in corrective action plans.

根据 Hörby Bruk 或第三方审计机构的审计结果，可能会制定纠正行动计划。

Hörby Bruk will follow up the implementation of corrective action plans to verify that violations have been corrected. Non-compliance with corrective action plans may seriously damage the supplier's business relationship with Hörby Bruk and result in reduced business or termination of the business relationship.

Hörby Bruk 将跟踪纠正行动计划的执行情况，以核实违规行为是否得到纠正。不遵守纠正行动计划可能严重损害供应商与 Hörby Bruk 的业务关系，并导致业务减少或业务关系终止。

Hörby Bruk's ambition is to build long term relations with suppliers that share Hörby Bruk's commitment to promote good business practices as described in this document.

Hörby Bruk 期望与同样承诺推广本文件所述规范商业惯例的供应商保持长期的合作关系。

AB Hörby Bruk

Göran Sjöberg - Managing Director

Göran Sjöberg - 总经理

Supplier approval and confirmation of compliance:

供应商批准并确认合规:

Date 日期	
Supplier Managing Director (Name in print) 供应商总经理（印刷体姓名）	
Supplier Managing Director (Signature) 供应商总经理（签字）	
Supplier company (Name and registered address) 供应商公司（名称和注册地址）	Supplier company seal 供应商单位盖章