

Lekolar[®]

SUPPLIER CODE OF CONDUCT



Lekolar Supplier Code of Conduct

2022

INTRODUCTION

Lekolar creates learning environments in schools and pre-schools by supplying educational products, furniture and equipment, consumables and arts & crafts materials.

We support and are committed to the fundamental principles of human rights, labour standards, the environment and anti-corruption.

We cooperate closely with our suppliers and business partners, with the aim to build sustainable relationships.

This Code of Conduct applies to our entire supply base including suppliers, manufacturers, distributors and agents, referred to as “suppliers”. The Lekolar Code of Conduct is part of our contract with suppliers.

The requirements in this Code of Conduct apply only to products that are sold to Lekolar and to the business operations involved in manufacturing those products.

Lekolar continuously seeks to improve its policies and practices in order to assist suppliers in complying with this Code of Conduct.

If you have any questions regarding this Code of Conduct or its contents, please contact your Lekolar representative or email qualitycoordination@lekolar.com

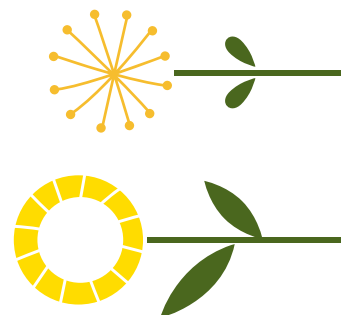


TABLE OF CONTENTS

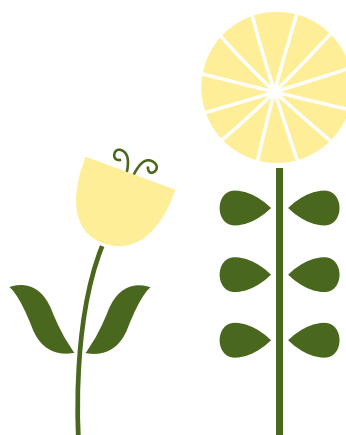
1. GENERAL REQUIREMENTS	4
2. HEALTH AND SAFETY	8
3. LABOUR STANDARDS AND HUMAN RIGHTS	11
4. ANTI-CORRUPTION AND BUSINESS ETHICS	16
5. ENVIRONMENTAL RESPONSIBILITY	17
6. PACKING REQUIREMENTS	19
7. CHEMICAL PRODUCT REQUIREMENTS	20
8. PRODUCT QUALITY AND SAFETY	35
9. ANIMAL WELFARE	36
10. CONFIRMATION	



1. GENERAL REQUIREMENTS

1.1 Fundamental requirements

- 1.1.1 Suppliers are to be aware and comply with all applicable laws and regulations on international, regional and national levels. This includes international conventions concerning human rights and labour rights, protection of the environment, as well as anti-corruption and competition law.
- 1.1.2 Suppliers are to comply with all national and international foreign trade control laws applicable to their business activities, including but not limited to export controls, trade embargoes, and other prohibitions or restrictive measures imposed by the United Nations, the European Union, the United Kingdom and the United States ("Trade Control Laws"). If the supply chain (including supplier's sub-contractors) of products being transferred to Lekolar is suspected to involve a product, component, person, entity, region or beneficial owner listed in any Trade Control Laws, suppliers shall immediately notify Lekolar and await Lekolar's further instructions before the relevant transaction is executed or continued.
- 1.1.3 Additionally, suppliers are to be aware and comply with all the requirements set forth in this Code of Conduct.
- 1.1.4 It is the supplier's responsibility to enforce and verify legal compliance and compliance with this Code of Conduct.
- 1.1.5 It is the supplier's responsibility to ensure that all sub-suppliers in turn also comply with this Code of Conduct.
- 1.1.6 Suppliers must obtain Lekolar's consent prior to outsourcing production or parts of production to a sub-supplier/contractor, if this has not been agreed on in advance.
- 1.1.7 Suppliers must be able to, within four weeks upon Lekolar's request, give an account of which sub-suppliers the Supplier uses to produce goods ordered by Lekolar. This includes the legal names and physical addresses of:
- final manufacturing facilities for product/products.
 - manufacturing facilities one (1) tier beyond final manufacturing of the product/products.
 - manufacturing facilities for component/components in product/products.
 - smelters/refineries for tin, tungsten, tantalum and gold (3TG), cobalt and mica in product/products.
 - extraction plants for raw material for the product/products.
- 1.1.8 Suppliers shall inform Lekolar in case of a disparity between laws and regulations and this Code of Conduct. Where the provisions of law and this Code of Conduct address the same subject, the highest standard shall apply.

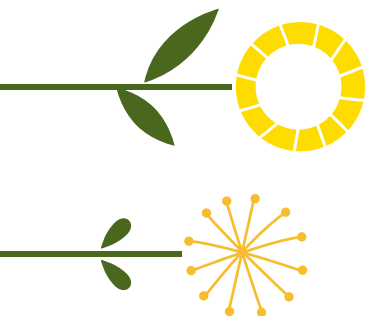


1.2 Communication and documentation

- 1.2.1 Suppliers are to communicate the provisions of this Code of Conduct to their sub-suppliers and to monitor implementation.
- 1.2.2 Suppliers must be able to document compliance with this Code of Conduct at Lekolar's request. Such documentation may take the form of self-declaration, follow-up meetings, and/or inspections at production sites. Suppliers are obliged to cooperate and provide contact information for any sub-supplier that Lekolar wishes to inspect. Supplier information will be handled confidentially.
- 1.2.3 If the supplier has a certification for a management system such as ISO 9001, ISO 14001, EMAS or for Social Working Conditions, e.g. amfori BSCI, ICTI or similar, documentation supporting such a certification shall be provided to Lekolar, upon request. The loss of a certification shall be communicated to Lekolar immediately.

1.3 Ensuring compliance with the Code

- 1.3.1 In order to ensure compliance with the commitments, Supplier shall have a due diligence process in accordance with clauses 1.3.2 – 1.3.8. The process shall be documented and applied for at least the part of the supply chain involved in the production of goods that Lekolar purchases from the Supplier. Through this process, Supplier shall identify, prevent, mitigate and account for how it addresses actual and potential adverse impacts in its own operations and in its supply chain. This means that:
- 1.3.2 Supplier shall integrate the commitments into policies and management systems by:
- ensuring that relevant policies, established at the highest management level, are adopted or revised to comply with the commitments,
 - publishing the policies, e.g. via a public website,
 - ensuring that the board takes the commitments into account when making decisions,
 - appointing a responsible person in a management position to ensure compliance with the commitments,
 - assigning responsibility for the implementation of the policies to employees whose decisions are most likely to increase or decrease the risks of adverse impacts,
 - communicating the policies to affected rights-holders in its own operations.



¹ Supplier "causes" an adverse impact if Supplier's activities on their own are sufficient to result in the adverse impact. Supplier is most likely to cause an adverse impact in or through its own operations.

² Supplier "contributes to" an adverse impact if its activities, in combination with the activities of other entities, cause the adverse impact, or if Supplier's activities cause, facilitate or incentivise another entity to cause an adverse impact. Contribution must be substantial, meaning the responsibility is not actualized for minor or trivial contributions. Contribution can occur in or through both Supplier's own operations and in a supplier's operation.

1.3.3 Supplier shall identify and assess actual and potential adverse impacts by:

- a. mapping the supply chains of significant suppliers,
- b. regularly examining the risks of adverse impacts in its own operations and in the supply chains of significant suppliers with focus on geographical risks, sector risks and product risks (including minerals from conflict-affected and high-risk areas) and with the support of the information gathered through the grievance mechanism in clause 1.3.7,
- c. consulting with rights-holders affected by its own operations, or their representatives, and by retrieving information from credible and independent sources if it is not possible to consult with rights holders, or their representatives, in the supply chains of significant suppliers,
- d. paying special attention to adverse impact on individuals from groups and populations that are at heightened risk of vulnerability or marginalisation and adverse impact on environmental and human rights defenders,
- e. prioritising the most significant risks based on likelihood and severity.

1.3.4 Supplier shall prevent and mitigate actual and potential adverse impacts that Supplier causes¹ or contributes to² by:

- a. ceasing activities that cause or contribute to adverse impact in its own operations or in the supply chains of significant suppliers,
- b. establishing corrective action plans in consultation with affected rights-holders or their representatives, with a particular focus on the most significant risks identified, in order to prevent and mitigate future adverse impacts; establishing corrective action plans and remediation plans in accordance with clause 1.4.1 – 1.4.3,
- c. establishing a mitigation plan to limit global warming in alignment with the 1.5°C target,
- d. ensuring that purchasing methods do not make it more difficult for suppliers to comply with the requirements.

1.3.5 Supplier shall use its leverage to prevent and mitigate actual and potential adverse impacts linked to Supplier's operations, by:

- a. assessing significant suppliers based on the requirements, with a particular focus on the most significant risks identified,
- b. establishing corrective action plans before concluding agreements with significant suppliers, with a particular focus on the most significant risks identified, in order to prevent and mitigate future adverse impacts,
- c. requiring significant suppliers to account for their supply chains as far as possible according to clause 1.1.7 (including the chains for tin, tungsten, tantalum and gold (3TG), cobalt and mica to smelters/refineries, when applicable),
- d. ensuring the possibility of temporarily suspending a contractual relationship while preventive and mitigating measures are pursued, and the possibility of terminating a contractual relationship.

1.3.6 Supplier shall regularly monitor the measures to prevent and mitigate actual and potential adverse impacts by:

- a. following up established corrective action plans and address deviations,
- b. consulting with rights-holders affected by its own operations, or their representatives, and to the extent possible with rights-holders in the supply chains of significant suppliers, or their representatives,
- c. paying special attention to adverse impact on individuals from groups and populations that are at heightened risk of vulnerability or marginalisation and adverse impact on environmental and human rights defenders, having a special focus on the most significant risks identified.

³ Remediation refers to the process of providing remedy for an adverse impact.

⁴ Zero tolerance deviations refer to forced labour, child labour, occupational health and safety risks where there is a danger to life, serious environmental harm, grand corruption, and attacks on environmental and human rights defenders.

1.3.7 Supplier shall enable rights-holders, their representatives and civil society organisations to submit complaints if they have legitimate concerns about actual or potential adverse impacts in Supplier's operations or in the supply chain.

1.3.8 Supplier shall, alone or together with others, provide for remediation if Supplier has caused or contributed to actual adverse impact, by:

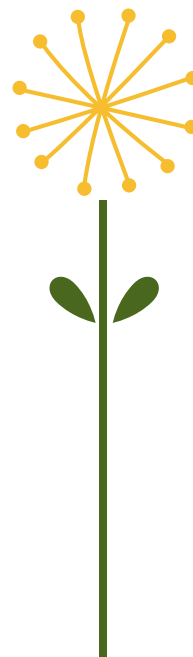
- a. in so far it is possible restoring affected rights-holders to the situation they would be in had the adverse impact not occurred and enabling remediation that is proportionate to the significance and scale of the adverse impact,
- b. consulting with affected rights-holders or their representatives on appropriate forms of remedy,
- c. assessing whether those who have submitted complaints are satisfied with the process and its outcome.

1.4 In the event of a breach of the Code

1.4.1 In the event of a breach of the Code of Conduct, Lekolar and the supplier will jointly prepare a corrective action plan. The corrective action plan shall be proportionate to the nature of the deviations and shall describe how the deviations are to be corrected within the time frame. If the supplier remains unwilling to cooperate and provide corrective action following repeated inquiries, Lekolar reserves the right to terminate the business relation with the supplier.

1.4.3 If Supplier has reasonable grounds to assume that there is or has been a zero tolerance⁴ deviation in its own operations or in the supply chain, Supplier shall report the actual circumstances and the implemented and planned measures to ensure compliance with the commitments in accordance with clauses 1.4.1 and 1.4.2

1.4.2 In the event of a breach of the Code of Conduct, Lekolar and the supplier will jointly prepare a plan for remedying the breach. Remediation³ must take place within a reasonable period of time. If the supplier remains unwilling to remedy the breach following repeated enquiries, Lekolar reserves the right to terminate the business relation with the supplier.



2. HEALTH AND SAFETY

The requirement is based on ILO Conventions no. 155 and 170. ILO Recommendations no. 164 and 191.

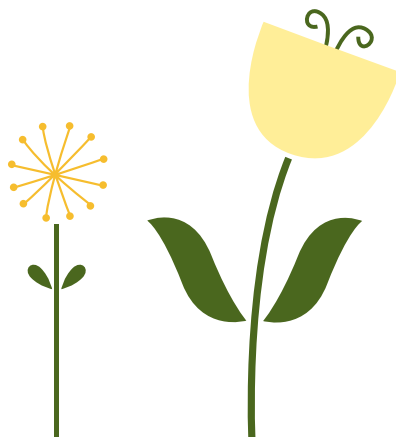
2.1 Overall

Suppliers shall:

- 2.1.1 Ensure that employees working in company operations are be offered a safe and healthy work environment in which preventive measures are taken to reduce injury and risks to health. A safe and hygienic working environment is one in which the employee, when occupying an area over which the employer has direct or indirect control, is guaranteed to be free from or protected from conditions that can constitute a hazard for the employee's physical and/or psychological health.
- 2.1.2 Ensure that workers, including temporary and contracted workers, perform their duties with respect to safety norms.
- 2.1.3 Have a system for identifying and assessing health hazards and work to eliminate the root causes of accidents in the workplace.
- 2.1.4 Keep a register of accidents and incidents. Incidents are such events that could have led to an accident.
- 2.1.5 Provide adequate occupational medical assistance and related facilities and provide equal access to all workers for these services. Health services (including insurance) should serve the distinctive concerns and needs of all genders and ages.
- 2.1.6 Establish relevant committees, such as an Occupational Health and Safety Committee, to ensure active co-operation between management and workers, and/or their representatives for the development and effective implementation of systems that ensure a safe and healthy work environment. These committees aim to represent the diversity of the workers.

2.2 Training

- 2.2.1 All workers shall have health and safety training on a regular basis, to be conducted in a language they understand. The training shall be documented.
- 2.2.2 All new workers shall have health and safety training immediately upon starting work.



2.3 Emergency preparedness

- 2.3.1 All workplaces shall have sufficient first aid kits and persons trained in basic first aid. There shall be routines for handling serious injuries requiring outside medical attention.
- 2.3.2 All workplaces shall have a sufficient number of exits for an emergency, and these shall remain unlocked and free from obstruction in case of a fire or other emergency situation.
- 2.3.3 Fire extinguishers and fire hoses shall be maintained and in proper working order. They shall be easily visible and accessible to all workers.
- 2.3.4 Fire drills must be held regularly. Fire equipment, evacuation plans, and emergency exits must be available and clearly visible in all areas.
- 2.3.5 Take all appropriate measures, and obtain all relevant licenses and documentation required by national legislation, to see to the stability and safety of the equipment and buildings that are used, as well as to protect against and prepare for any foreseeable emergency.
- 2.3.6 Provide awareness to workers and respect their right and responsibility to exit the premises and/or stop working without seeking permission in dangerous situations and uncontrolled hazards.

2.4 Workplace conditions

- 2.4.1 Machines shall have satisfactory and functional safety devices which shall be maintained on a regular basis.
- 2.4.2 When hazards cannot be otherwise prevented or controlled, workers shall be equipped with effective and tailored Personal Protective Equipment (PPE) at no personal cost.
- 2.4.3 The lighting must be sufficient so as to ensure a safe working environment.
- 2.4.4 Temperature, air quality, and noise levels must be regulated in accordance with local legislation. Where the work environment cannot be changed, it must be mitigated with protective equipment.
- 2.4.5 Hazardous materials shall be stored in secure and ventilated locations, as well as transported and disposed of in a safe and legal manner.
- 2.4.6 Chemicals must be handled safely, and safety data sheets must be available.

2.5 Water, sanitation and hygiene

- 2.5.1 The workplace shall have clean and sanitary toilet facilities for the workers in a sufficient number in relation to the number of workers. Workers shall be allowed reasonable time to use the toilet facilities.
- 2.5.2 Potable water shall be made available for workers, and reasonable time shall be allocated for them to drink.
- 2.5.3 A clean area to eat meals shall be accessible to all workers. If food is provided, the canteen, in which food is stored and prepared, must be located separately from any production area and also be clean and in a good condition.

2.6 Residential facilities

- 2.6.1 Dormitories shall be single sex.
- 2.6.2 The space for each worker must be in compliance with local laws.
- 2.6.3 Everyone shall have their own, individual, ground pads or beds.
- 2.6.4 All workers are to have their own lockable storage spaces for clothes and personal belongings.
- 2.6.5 There shall be proper ventilation, windows, fans and/ or air conditioning/heating apparatus in all dormitories so as to ensure proper circulation, ventilation and temperature.
- 2.6.6 There shall be a sufficient number of exits, and these shall remain unlocked and free from obstruction in case of a fire or other emergency situation.
- 2.6.7 Fire extinguishers shall be in proper working condition (maintained). They shall be easily visible and accessible for all workers.
- 2.6.8 The dormitories shall have adequate lightning.
- 2.6.9 There must be a sufficient number of toilets and showers (single sex). These must be maintained, easily accessible, safe, hygienic and located separately from the dormitories.
- 2.6.10 Washing facilities shall be available for workers who live on the premises.
- 2.6.11 The canteen and the food which is prepared and stored must be kept clean and in good condition.
- 2.6.12 Those living on the premises must be able to come and go as they please in their own time, within reasonable limits due to security and comfort.
- 2.6.13 If workers must pay for their housing, the cost shall be commensurate with the standard of their accommodation and reasonable in comparison with their wage level.



3. LABOUR STANDARDS AND HUMAN RIGHTS

3.1 Freely chosen employment

The requirement is based on ILO Conventions no. 29 and 105. ILO recommendation no. 35.

Suppliers shall:

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| 3.1.1 | Not engage in, or through business partners be complicit in, any form of servitude, forced, bonded, indentured, trafficked or non-voluntary labour, including state-imposed forced labour. | 3.1.5 | Provide regular employment and not use subcontracting or home-working arrangements as a mean to avoid labour or social security regulations. |
| 3.1.2 | Take active measures to avoid the use of any form of slaved, forced, bonded or involuntary labour, or human trafficking, in any phase of business operations, including in their own supply chain. | 3.1.6 | Allow employees to leave their accommodation and workplace freely during their leisure time. |
| 3.1.3 | Adhere to international principles of responsible recruitment, including the Employer Pays Principle, and require the same from its recruitment partners, when engaging and recruiting all workers, either directly or indirectly, and especially when engaging and recruiting members of vulnerable groups such as temporary and migrant workers. | 3.1.7 | Not require workers to pay recruitment fees or other related fees for their employment. |
| 3.1.4 | Not require workers to lodge "deposits" or identity papers with their employer, as a condition of employment at any time. | 3.1.8 | Ensure that workers are free to leave their employer after reasonable notice. |

3.2 Harassment and harsh treatment

Suppliers shall:

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| 3.2.1 | Treat all workers with respect and dignity. | 3.2.3 | Ensure that workers are not harassed, disciplined, or retaliated upon for reporting issues on any of the grounds listed in 3.2.2. |
| 3.2.2 | Work to prevent harsh or inhumane treatment, including bullying and physical or mental harassment, mental or physical abuse, coercion, detention, or punishment. Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, is prohibited. | | |

3.3 Working hours

The requirement is based on ILO Conventions no. 1, 14, 30 and 106

Suppliers shall:

- 3.3.1 Ensure that working hours comply with national laws and benchmark industry standards, and not more than prevailing international standards. Weekly working hours should not on a regular basis be more than 48 hours.
- 3.3.2 Ensure that total working hours do not exceed 60 hours per week, unless in exceptional circumstances. Recommended maximum overtime is 12 hours per week, i.e. that the total working week including overtime shall not exceed 60 hours. Exceptions to this are accepted when regulated by a collective bargaining agreement.
- 3.3.3 Ensure that workers have resting breaks in every working day and at least one day off for every 7-day period, unless exceptions defined by collective agreements apply.
- 3.3.4 Ensure that all overtime work is exceptional, limited, and voluntary.

3.4 Fair remuneration

The requirement is based on ILO Convention no. 131

Suppliers shall:

- 3.4.1 Ensure that wages and benefits paid for a standard working week shall as minimum meet national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs, including some discretionary income.
- 3.4.2 Provide all workers with a written and comprehensible contract outlining their wage conditions and method of payments before entering employment.
- 3.4.3 Pay wages and benefits in a timely manner and directly to the employee, and never use wage deduction as a disciplinary measure.
- 3.4.4 Ensure that workers always receive overtime pay for all hours worked above the normal working hours (see 3.3.1), paid at a premium rate of minimum 125% of the standard rate. Overtime shall not represent a significantly higher likelihood of occupational hazards, and in no circumstance go above the limits defined under national legislation.
- 3.4.5 Assess the pay gap accurately and 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.
- 3.4.6 Reflect the skills, responsibility, seniority, and education of workers in their level of wages.
- 3.4.7 Where a pay rate for production, quota or piece work, is established, allow workers to earn at least a wage which respectively meets or exceeds applicable legal minimum wages, industry standards, or collective bargaining agreements (where applicable) within standard working hours.
- 3.4.8 Ensure that workers of all genders and categories, such as migrant and local workers, receive the same remuneration for equal jobs and qualification.
- 3.4.9 Provide the workers with the social benefits that are legally granted, without negative impact on their pay, level of seniority, position, or promotion prospects.
- 3.4.10 Correctly compensate workers for any type of paid leave to which they are legally entitled.

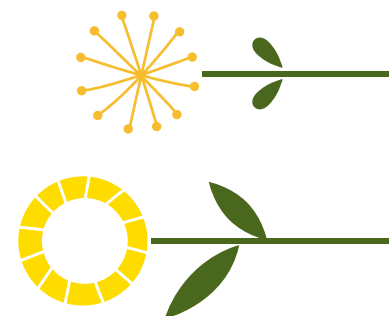
3.5 No precarious employment

The requirement is based on ILO Conventions no. 122, 158, 175 and 181.

ILO recommendations 122, 166, 169, 188 and 198

Suppliers shall:

- 3.5.1 Obligations to employees under international conventions, national law and regulations concerning regular employment shall not be avoided through the use of short-term contracting (such as contract labour, casual labour or day labour), sub-contractors or other labour relationships.
- 3.5.2 Before entering employment, provide workers with understandable information in their own language and ensure that they are aware about their rights, responsibilities, and employment conditions, including working hours, remuneration and terms of payment.
- 3.5.3 The duration and content of apprenticeship programmes shall be clearly defined.
- 3.5.4 Ensure that its recruitment process and employment relationships do not cause insecurity and social or economic vulnerability for its workers.
- 3.5.5 Ensure that work is performed on the basis of a recognised and documented employment relationship, established in compliance with relevant national legislations, custom or practice, and international labour standards, whichever provides greater protection.
- 3.5.6 Aim at providing decent, and where relevant, flexible working conditions that also support workers, irrespective of gender, in their roles as parents or caregivers, including migrant and seasonal workers whose children may be left in their hometowns.



3.6 Freedom of association and the right to collective bargaining

The requirement is based on ILO Conventions no. 87, 98, 135 and 154. ILO recommendation 143.

Suppliers shall:

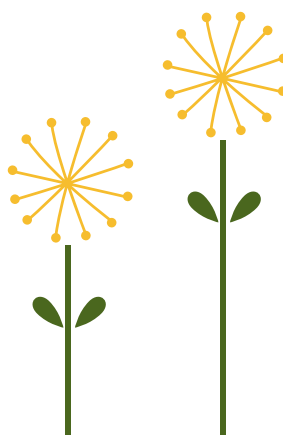
- 3.6.1 Recognize and respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly, in accordance with the laws of the countries in which they are employed.
- 3.6.2 Facilitate, and not hinder, open communication and direct engagement between employees and management, as well as the development of alternative forms of independent and free worker representation and negotiations.
- 3.6.3 Not discriminate worker representatives and allow for them to carry out their representative function in the workplace.
- 3.6.4 Allow workers to freely elect their own representatives with whom the company can enter into dialogue about workplace issues, when operating in countries where trade union activity is unlawful or where free and democratic trade union activity is not allowed.
- 3.6.5 Ensure meaningful representation for all workers, without distinction whatsoever and irrespective of gender.

3.7 No child labour

The requirement is based on UN Convention on the Rights of the Child, ILO Conventions no. 138 and 182, and ILO Recommendations no. 146 and 190.

Suppliers shall:

- 3.7.1 Not use, or support, child labour or child exploitation. The minimum age shall not be less than the age of completion of compulsory schooling and, in any case, shall not be less than 15 years of age. If local minimum is set at 14 years in accordance with developing country exceptions under ILO Convention 138, this lower age may apply.
- 3.7.2 Establish a system to ensure that no child labour, as described above, occurs, including systematically checking and maintaining copies of age verification documentation for all new employees.
- 3.7.3 Establish and document policies and procedures for remediation of child labour prohibited by ILO conventions no. 138 and 182. Policies and procedures shall be communicated to personnel and other interested parties. If any case of child labour, as described above under 3.7.1, is found, sustained efforts shall be made to redress the situation as quickly as possible. Such a procedure shall be done in the best interest of the child, ensuring adequate financial and other support to enable children to attend and remain in school.



3.8 Special protection for young workers

The requirement is based on ILO Conventions 79, 90, 155 and 170, ILO Recommendations 164 and 191, the UN Convention on the Rights of the Child, The Children's Rights and Business Principles

Suppliers shall:

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| 3.8.1 Ensure that young persons do not work at night and that they are protected against conditions of work which are prejudicial to their health, safety, morals, and development, without prejudice to the specific expectations set out in this principle. | 3.8.3 Tailor Occupational Health and Safety training schemes and programmes specific to the needs of young workers. |
| 3.8.2 Remove young workers from any hazardous work or sources of hazard immediately when such cases are identified and redefine their scope of work without any loss of income. | 3.8.4 Ensure that (a) the kind of work is not likely to be harmful to young workers' health or development; (b) their working hours allow their attendance in school, their participation in vocational orientation approved by the competent authority or their capacity to benefit from training or instruction programmes. |

3.9 No discrimination

The requirement is based on ILO Conventions 100 and 111, ILO Recommendations 90, and 111, the Convention on the Elimination of All Forms of Discrimination against Women, the International Convention on the Elimination of All Forms of Racial Discrimination, the Convention on the Rights of Persons with Disabilities, the Declaration on the Rights of Persons belonging to National or Ethnic, Religious and Linguistic Minorities

Suppliers shall:

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| 3.9.1 Not discriminate in hiring, compensation, access to training, promotion, termination or retirement based on ethnic background, caste, gender, marital or parental status, age, national or social origin, membership of traditional marginalized groups, religion, sexual orientation, pregnancy, disability, union membership, political affiliation, serious illness or any other condition that could give rise to discrimination, as established by applicable law or by ILO Conventions 100 and 111, as well as by the UN Convention on the Elimination of All Forms of Discrimination against Women. | 3.9.2 Establish measures to protect workers from sexually intrusive, threatening, insulting or exploitative behaviour, and from discrimination or termination of employment. |
| | 3.9.3 Provide equal opportunities and treatment throughout recruitment and employment. |
| | 3.9.4 Ensure that workers are not harassed, disciplined, or retaliated upon for reporting issues on any of the grounds listed in 3.9.1–3.9.3. |

3.10 Responsible sourcing of minerals

Suppliers shall:

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| 3.10.1 Have a policy to reasonably assure that high-risk minerals (such as tantalum, tin, tungsten and gold) in the products they manufacture does not directly or indirectly finance or benefit armed conflicts or gross violation of human rights. | 3.10.2 Work in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas (last edition available) or an equivalent and recognized due diligence framework. Suppliers shall make their due diligence measures available to Lekolar upon request. |
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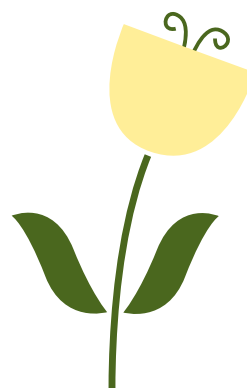
4. ANTI-CORRUPTION AND BUSINESS ETHICS

*The requirement is based on the UN convention against corruption
and the United Nations Set of Principles on Competition*

4.1 Overall

Suppliers shall:

- 4.1.1 Comply with all laws and regulations concerning competition, financial reporting and taxation.
- 4.1.2 Be aware that corruption in any form is not accepted, including – but not limited to – bribery, extortion, kickbacks and improper private or professional benefits to customers, agents, contractors, suppliers or employees of any such party or government officials.
- 4.1.3 Provide awareness to workers about the policies, controls, programmes and measures against unethical behaviour, and promote compliance within the company through trainings and communication.
- 4.1.4 Not take part in improper involvement in local political activities or illegal campaign contributions.
- 4.1.5 Not falsify or participate in falsifying any information or in any act of misrepresentation in the supply chain.
- 4.1.6 Refrain from tax avoidance when it is uncertain whether the arrangement is covered by the scope of the law and from international tax planning that results in profits being artificially moved to places where they are subject to non-taxation or reduced tax.
- 4.1.7 Not take part in abuse of dominance and monopolisation including – but not limited to – cartels and anti-competitive agreements. Avoid contributing to ‘winner-take-all’ dynamics in markets where there are new drivers of market concentration and power, and especially where the market concentration may also have a negative impact on consumers’ human rights.
- 4.1.8 Be aware that no Lekolar employee may offer or provide, directly or indirectly, any undue advantage to a supplier in exchange for personal gain of any kind.
- 4.1.9 Be aware that Lekolar will not accept any benefit intended for a Lekolar employee to facilitate the supplier’s business with Lekolar.
- 4.1.10 Not expose, to any unauthorized person or company, any confidential information such as price lists, order volumes etc.
- 4.1.11 Collect, use, and otherwise process personal information (including that from workers, business partners, customers and consumers in its sphere of influence) with reasonable care. The collection, use and other processing of personal information must comply with privacy and information security laws and regulatory requirements.



5. ENVIRONMENTAL RESPONSIBILITY

5.1 Overall

The requirement is based on the Convention on biological diversity, the Convention on international trade in endangered species of wild fauna and flora, the Rotterdam Convention on Prior and Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade, the Vienna Convention for the Protection of the Ozone Layer and its Montreal Protocol on Substances that Deplete the Ozone Layer, among others.

Suppliers shall:

- | | | | |
|-------|---|--------|---|
| 5.1.1 | Comply with national environmental legislation or with international standards where national legislation is weak or poorly enforced. | 5.1.8 | Dispose of all hazardous waste through an authorized company or licensed receiver, where such services are available. |
| 5.1.2 | Adopt an environmental policy as well as processes to manage environmental aspects and reduce or minimize negative environmental impacts. | 5.1.9 | Reduce its use of virgin raw materials and its impact on the environment by showing continuous improvement in optimization of raw material usage, increasing recycling and re-use of raw material and actively offer solutions in line with a circular economy. |
| 5.1.3 | Encourage their own suppliers to reduce environmental impacts. Furthermore, suppliers are encouraged to implement an environmental management system, such as ISO 14001 or EMAS. | 5.1.10 | Take measures to reduce water use. For facilities using water only for taps, toilets and cooling, it is sufficient to ensure implementation of water efficient equipment. |
| 5.1.4 | Pay the social and economic costs that arise from any damage caused to the environment. | 5.1.11 | Reduce or eliminate air emissions that pose a hazard to the environment. |
| 5.1.5 | Not use raw materials from species that are listed in CITES or as critically endangered, endangered, or vulnerable on the IUCN Red List of Threatened Species. | 5.1.12 | Obtain and maintain required permits regarding air and soil emissions, noise, waste management, water discharge and hazardous substances. |
| 5.1.6 | Seek to source raw materials and crops that are third-party verified, to ensure more sustainable farming and forestry practices. | | |
| 5.1.7 | Assess its chemical use and substitute with better available chemicals and alternative processes which reduce risks to people and the environment or enhance resource efficiency. | | |

5.2 Climate impact

Suppliers shall:

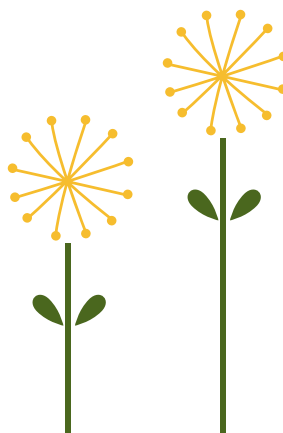
- 5.2.1 Work to continuously reduce their energy use and greenhouse gas emissions.
- 5.2.2 Ensure that its business model and strategy are compatible with the transition to a sustainable economy and with the limitation of global warming to well below 2 °C above pre-industrial levels, with a target of 1.5 °C, in accordance with the Paris Agreement. The supplier sets reduction targets based on established methods to reach net zero emissions by 2045.
- 5.2.3 Include emission reduction objectives in its plan in case climate change is or should have been identified as a principal risk for, or a principal impact of, the operations.

5.3 Environmental rights

The requirement is based the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, ILO Convention 169, the UN Declaration on the Rights of Indigenous Peoples, among others.

Suppliers shall:

- 5.3.1 Not violate a people's right to dispose of a land's natural resources and the right to not be deprived of means of subsistence.
- 5.3.2 Not unlawfully evict or take land, forests and waters when acquiring, developing or otherwise use land, forests, and waters, including by deforestation.
- 5.3.3 Not violate indigenous peoples' rights to the lands, territories, and resources which they have traditionally owned, occupied or otherwise used or acquired.
- 5.3.4 Respect indigenous peoples' right to free, prior, and informed consent.
- 5.3.5 Respect the right to a safe, clean, healthy, and sustainable environment for surrounding communities. This right is integral to the full enjoyment of the rights to life, health, food, water, and sanitation, and the latter three are part of the right to an adequate standard of living. All mentioned rights shall be respected.
- 5.3.6 Provide information to the public, including to affected communities, on potential and actual threats to health and safety from the company's operations.
- 5.3.7 Pay special attention to vulnerable persons, such as – but not limited to – women, children, persons with disabilities, minorities, and indigenous peoples.

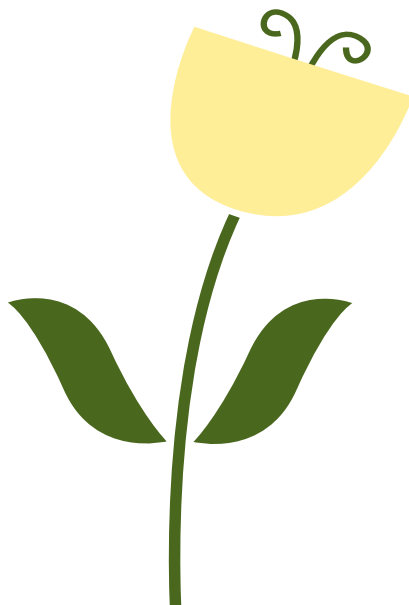


6. PACKAGING REQUIREMENTS

6.1 Overall

Suppliers shall comply with the following:

- 6.1.2 PVC plastic is not allowed in product packages. The cellulose in the packaging made from paper shall be completely based on unbleached pulp.
- 6.1.3 Products classified as dangerous cargo shall have UN approved packaging and have relevant labels and transport documents.
- 6.1.4 Plastic packaging and plastic sealing/closures shall be made of a mono-material, alternatively the parts shall be separable.



7. CHEMICAL PRODUCT REQUIREMENTS

Chemical product requirements included in the Lekolar Code of Conduct follow on the next page.

These chemical requirements are applicable for products produced for Lekolar AB. The requirements are based on legal demands as well as those set by the Swedish National Agency for Public Procurement. Requirement IDs refer to sustainability criteria numbers available at <https://www.upphandlingsmyndigheten.se/en/criteria/>. The chemical product requirements consist of six chapters:

7.1 GENERAL CHEMICAL REQUIREMENTS, APPLICABLE FOR ALL PRODUCTS PRODUCED FOR LEKOLAR AB.

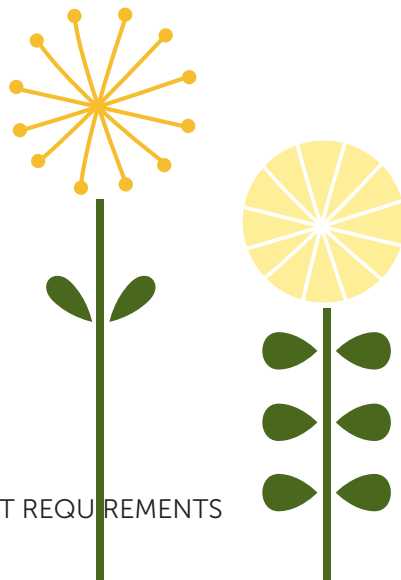
7.2 CHEMICAL REQUIREMENTS APPLICABLE FOR PRODUCTS CONSIDERED AS TOYS.

7.3 CHEMICAL REQUIREMENTS APPLICABLE FOR PRODUCTS CONSIDERED AS CREATIVE MATERIAL.

7.4 CHEMICAL REQUIREMENTS APPLICABLE FOR PRODUCTS CONSIDERED AS SPORTS EQUIPMENT.

7.5 CHEMICAL REQUIREMENTS APPLICABLE FOR PRODUCTS CONSIDERED AS A FURNITURE OR PART OF A FURNITURE.

7.6 CHEMICAL REQUIREMENTS APPLICABLE FOR PRODUCTS CONSIDERED AS OUTDOOR/PLAYGROUND PRODUCTS.



7.1 Chemical requirements for all products produced for Lekolar AB

7.1.1 All requirements in the REACH Regulations shall be fulfilled. Substances listed in the SVHC list shall not occur in amounts higher than 0, 1% by weight in mixtures or goods. If new substances are added to the SVHC list during the contract, the requirement shall be met within 6 months after the European Chemicals Agency's (ECHA) publication of a revised SVHC list.

7.1.2 Electronic equipment must comply with WEEE and ROHS directives.

7.1.3 Classification, labelling and packaging according to CLP regulation for substances and mixtures.

7.1.4 Information if products contain PVC shall be sent to Lekolar together with the used plasticizer (Must clearly show chemical name and CAS-No).

7.1.5 Pigment must not contain lead or cadmium. This requirement is also valid for artistic used paint and coatings. Limits according to standard EN71-3.

7.1.6 Products shall not contain colouring agents and pigments listed in the table below at levels above 10mg/kg. Table of limited colouring agents and their CAS-no:

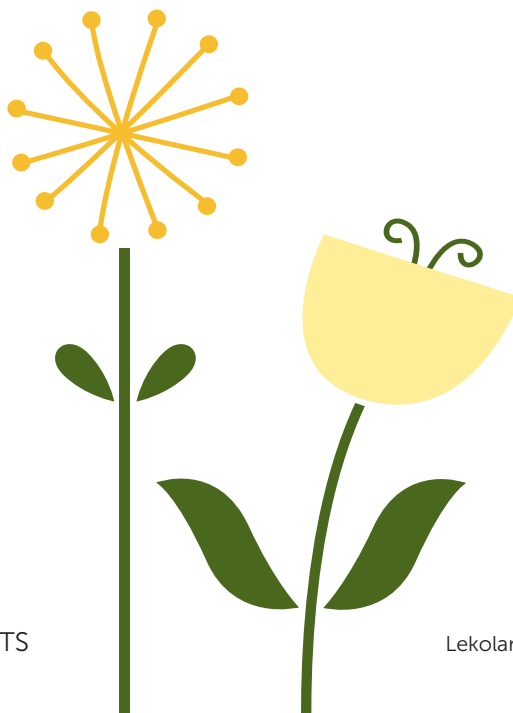
Substance	CAS-no
Disperse Blue 1	2475-45-8
Disperse Blue 3	2475-46-9
Disperse Blue 106	12223-01-7
Disperse Blue 124	61951-51-7
Disperse Red 1	2872-52-8
Disperse Yellow 3	2832-40-8
Disperse Orange 3	730-40-5
Disperse Orange 37/76	13301-61-6
Basic Red 9	569-61-9
Solvent Yellow 1	60-09-3
Solvent Yellow 2	60-11-7
Solvent Yellow 3	97-56-3
Basic Violet 1	8004-87-3
Basic Violet 3	548-62-9
Acid Red 26	3761-53-3
Acid Violet 49	1694-09-3

7.1.7 Products shall not contain phthalates specified in SVHC or REACH annex XVII (see table below with substance and CAS-no). This is also valid for upholstered products. If additional phthalates are added to the list, these are also covered by the requirement.

Substance	CAS-no
Di(2-ethylhexyl) phtalate (DEHP)	117-81-7
Bis(2-metoxietyl) phtalate; Di(2-metoxietyl) phtalate (BMEP; DMEP)	117-82-8
Dipentyl phtalate (DPP)	131-18-0
Diisopentyl phtalate (DIPP)	605-50-5
Di(heptyl, nonyl, undecyl) phtalate (DHNUP) 1,2-Benzenedicarboxylic acid, di-C7-11-branched and linear alkyl esters	68515-42-4
Diisooheptyl phtalate (DHP)1,2-Benzenedicarboxylic acid, di-C6-8-branched alkyl esters, C7-rich	71888-89-6
N-pentylisopentyl phtalate	776297-69-9
Diisobutyl phtalate (DIBP)	84-69-5
Dibutyl phtalate (DBP)	84-74-2
Dihexyl phtalate (DHP)	84-75-3
1,2-benzenedicarboxylic acid, dipentylester, branched and linear	84777-06-0
Benzylbutyl phtalate (BBP)	85-68-7
1,2-Benzenedicarboxylic acid, dihexyl ester, branched and linear	68515-50-4
1,2-benzenedicarboxylic acid, di-C6-C10 alkyl ester	68515-51-5
1,2-benzendicarboxylic acid, mixed decyl-, hexyl- and octyl diester	68648-93-1
Diisononylphthalate (DINP)	28553-12-0 and 68515-48-0
Diisodecyl phtalate(DIDP) 1,2-Benzenedicarboxylic acid, di-C9-11-branched alkyl esters, C10-rich	26761-40-0 and 68515-49-1
Di-n-oktyl phtalate (DNOP)	117-84-0

- 7.1.8 Nickel is not allowed for products with skin contact. Requirement and limits in REACH.
- 7.1.9 AZO pigments are not allowed in colorants for textiles according to requirement I REACH Annex XVII.
- 7.1.10 Alkylphenol ethoxylates shall not occur in textiles in amounts higher than 100 mg/kg.
- 7.1.11 Migration of bisphenols from polycarbonate plastic in products: For products containing polycarbonate, migration of the bisphenols in the table below shall not exceed 0.04 mg/l.
Exception: 1. Inaccessible parts of polycarbonate or constituting less than 5 percent by weight of the product. 2. Electronic products.
- Table of limited bisphenols and their CAS-no:
- | Substance | CAS-no |
|-------------|------------|
| Bisphenol A | 80-05-7 |
| Bisphenol B | 77-40-7 |
| Bisphenol F | 2467-02-09 |
- 7.1.12 Polyfluorinated compounds are not allowed. Values below 0,1 µg/ m² are not considered as an addition.
- 7.1.13 Brominated, halogenated or other actively added flame retardants are not allowed.
- 7.1.14 Products shall not exceed limits for polycyclic aromatic hydrocarbons (PAHs) according to REACH with amendment No. 552/2009/ EC and No.1272/2013.

- 7.1.15 Persistent organic pollutants – POPs, products to fulfil EU regulation EC 850/2004.
- 7.1.16 Antibacterial substances are not allowed in textiles.
- 7.1.17 Formaldehyde shall not occur in amounts higher than 20 mg/kg in textiles, skin and leather. Test standard EN 14184-1. Products with wood-based boards containing formaldehyde-based additives shall meet the emission requirement to be classified as E1 according to the standard "Wood-based panels for use in construction – Characteristics, conformity evaluation and labelling" SS-EN 13986:2004+A1:2015 or equivalent standard.
- 7.1.18 Chrome VI is not allowed.
- 7.1.19 Paper and wooden products classified in the annex I in EU regulation 995/2010 shall follow this.
- 7.1.20 Aerosol containers shall fulfil requirements in EG 219/2009 and §4 in Swedish MSBFS 2018:1.
- 7.1.21 Cosmetic products shall fulfil requirements in EU regulation EC 1223/2009.



7.2 Chemical requirements for products considered as toys

Toys are products covered by Directive 2009/48/EC on the safety of toys (the Toys Directive), i.e., products designed as or intended as toys for children under 14 years of age, whether that is the sole purpose of the product or not. Please note that some creative materials intended for children, such as color pencils, felt-tip pens, crayons, and finger paints, are also considered toys if they are CE-marked as toys. Some sports equipment can also be considered toys if they are CE-marked as toys. All criteria apply to products for children up to 14 years.

7.2.1 Substances of Very High Concern (Candidate List) in products CE-marked as toys: CE-marked toys delivered during the contract period shall not contain substances that are listed on the current candidate list (Article 59 of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (Reach)) at levels above 0.1 percent by weight (1000 mg/kg) per substance and each individual part of the product¹. If new substances are entered on the candidate list during the contract period, the supplier shall within six months of the European Chemicals Agency's (Echa) publication of a revised candidate list present an action plan on how the substances can be phased out. RequirementID: 11038:2

7.2.2 Plasticizers in plastic products CE-marked as toys: Constituent plastic parts in toys shall not contain the plasticizers listed in the table below in concentrations above 0.1 percent by weight (1000 mg/kg) per substance and individual plastic part. Exception: Plastic parts which are inaccessible to children, or which make up less than five percent by weight of the product.

Table of limited plasticizers and their CAS-no:

Substance	CAS-no
Di-isononyl phthalate (DINP)	28553-12-0 and 68515-48-0
Di-isodecyl phthalate (DIDP)	26761-40-0 and 68515-49-1
Di-n-octyl phthalate (DNOP)	117-84-0

RequirementID: 11042:2

7.2.3 Migration of bisphenols from polycarbonate plastic in products CE-marked as toys: For products CE-marked as toys containing polycarbonate, migration of the bisphenols in the table below shall not exceed 0.04 mg/l. Exception: 1. Parts of polycarbonate inaccessible to children or constituting less than 5 percent by weight of the product. 2. Electronic toys.

Table of limited bisphenols and their CAS-no:

Substance	CAS-no
Bisphenol A	80-05-7
Bisphenol B	77-40-7
Bisphenol F	2467-02-09

RequirementID: 11018:2

7.2.4 Preservatives in water-based products CE-marked as toys: Liquid-based products CE-marked as toys shall not contain preservatives in concentrations requiring the following labelling: "Contains [the name of the sensitizing substance]. May cause an allergic reaction" (EUH208) according to point 2.8 of Annex II to Regulation (EC) 1272/2008 on the classification, labelling and packaging of substances and mixtures (CLP Regulation). RequirementID: 11514

7.2.5 Fragrances in products CE-marked as toys: Products CE-marked as toys shall not contain actively added fragrances.

Exception: Olfactory board games, gustative games and clays. For olfactory board games, gustative games and clays containing fragrances there shall be clear information in the product catalogue or online store that they contain fragrances. In olfactory board games and clays containing fragrances, the fragrances shall comply with the International Fragrance Associations (IFRA2) guidelines, or equivalent. RequirementID: 11041:2

7.2.6 Formaldehyde in products CE-marked as toys: In products CE-marked as toys, formaldehyde (CAS: 50-00-0) shall not be present in concentrations above the specified limit values in the table below: Exception: Parts of resin-bound wood which make up less than five percent by weight of the product.

Table of different materials and their limit values for formaldehyde:

Material	Limit value
Textile	20 mg/kg free and partly hydrolysed formaldehyde
Resin-bonded wood	0,1 ml/m ³ emission
Polymeric toy material	1,5 mg/l migration

RequirementID: 11035:2

7.2.7 Colouring agents in products CE-marked as toys: Products CE-marked as toys made of wood, paper, textile, leather, solid materials intended to leave a trace, accessible liquids, and modelling clay, play clay and similar shall not contain the dyes listed in the table below at levels above 10 mg/kg.

Table of limited colouring agents and their CAS-no:

Coloring agent	CAS-no
Disperse Blue 1	2475-45-8
Disperse Blue 3	2475-46-9
Disperse Blue 106	12223-01-7
Disperse Blue 124	61951-51-7
Disperse Red 1	2872-52-8
Disperse Yellow 3	2832-40-8
Disperse Orange 3	730-40-5
Disperse Orange 37/76	13301-61-6
Basic Red 9	569-61-9
Solvent Yellow 1	60-09-3
Solvent Yellow 2	60-11-7
Solvent Yellow 3	97-56-3
Basic Violet 1	8004-87-3
Basic Violet 3	548-62-9
Acid Red 26	3761-53-3
Acid Violet 49	1694-09-3

RequirementID: 11036:2

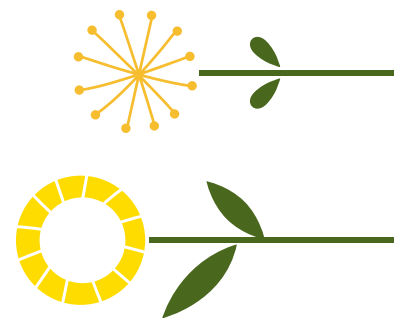
7.2.8 Migration of nitrosamines from products CE-marked as toys: For products CE-marked as toys containing rubber (elastomers), the migration for nitrosamines shall not exceed 0.01 mg/kg respective 0.1 mg/kg for nitrosatable substances.

Exception: Parts of rubber (elastomers) which are inaccessible to children or which make up less than five percent by weight of the product.
RequirementID: 11032:2

7.2.9 Biocides (antimicrobial function) in solid products CE-marked as toys: Products CE-marked as toys shall not be treated with biocides. RequirementID: 11040:2

7.2.10 Flame retardants in products CE-marked as toys: Products CE-marked as toys shall not contain chemical flame retardants. Electronic products CE-marked as toys shall not contain halogenated flame retardants. Other products CE-marked as toys shall not contain chemical flame retardants. RequirementID: 11034:3

7.2.11 TCEP, TCPP and TDCP shall not occur in amounts higher than specified in directive 2014/79/EU. The requirement is only valid for toys specified in directive 2014/79/EU.



7.3 Chemical requirements for products considered as creative material

Creative material are products that mainly consist of textile, wood, plastic, paper or contain liquid and are used for creative creation. Examples of creative materials are acrylic paint, brushes, glue, tape, clay, paper pulp balls, pearls, textiles, upholstery materials and pipe cleaners. They are not covered by Directive 2009/48/EC on the safety of toys (the Toys Directive). In some of the criteria, the requirement is limited to one or a few specific materials. Tools and electrical products are not covered by the sustainability criteria for creative materials. Examples of tools and electrical products that are not included in the scope are saws, drills, and glue guns. All criteria apply to products for children up to 14 years.

- 7.3.1 Preservatives in water-based creative material: Water-based creative material shall not contain preservatives in concentrations requiring the following labelling: "Contains [the name of the sensitizing substance]. May cause an allergic reaction" (EUH208) according to point 2.8 of Annex II to Regulation (EC) 1272/2008 on the classification, labelling and packaging of substances and mixtures (CLP Regulation). RequirementID: 11516

- 7.3.2 Formaldehyde in textile creative material: In textile creative material, the content of free and partly hydrolysed formaldehyde (CAS 50-00-0) shall not be present at level above 20 mg/kg. RequirementID: 11089:1

- 7.3.3 Colouring agents and pigments in creative material: Textile creative material shall not contain the dyes and pigments listed in the table below at levels above 50 mg/kg textile for each individual substance.

Table of limited colouring agents and pigments and their CAS-no:

Substance	CAS-no
Disperse dyestuff	
C.I. Disperse Blue 1	2475-45-8
C.I. Disperse Blue 3	2475-46-9
C.I. Disperse Blue 7	3179-90-6
C.I. Disperse Blue 26	3860-63-7
C.I. Disperse Blue 35	12222-75-2
C.I. Disperse Blue 102	12222-97-8
C.I. Disperse Blue 106	12223-01-7
C.I. Disperse Blue 124	61951-51-7
C.I. Disperse Brown 1	23355-64-8
C.I. Disperse Orange 1	2581-69-3
C.I. Disperse Orange 3	730-40-5
C.I. Disperse Orange 11	82-28-01
C.I. Disperse Orange 37/76	13301-61-6

C.I. Disperse Orange 149	85136-74-9
C.I. Disperse Red 1	2872-52-8
C.I. Disperse Red 11	2872-48-2
C.I. Disperse Red 17	3179-89-3
C.I. Disperse Yellow 1	119-15-3
C.I. Disperse Yellow 3	2832-40-8
C.I. Disperse Yellow 9	6373-73-5
C.I. Disperse Yellow 23	6250-23-3
C.I. Disperse Yellow 39	12236-29-2
C.I. Disperse Yellow 49	54824-37-2
Acid dyestuff	
C.I. Acid Red 26	3761-53-3
Basic (cationic) dyestuff	
C.I. Basic Blue 26	26 2580-56-5
C.I. Basic Red 9	569-61-9
C.I. Basic Violet 3	548-62-9
C.I. Basic Green 4 (oxalate)	2437-29-8
C.I. Basic Green 4 (chloride)	569-64-2
Mordant dyestuff	
Sodium dichromate	10588-01-9
Direct dyestuff	
C.I. Direct Black 38	1937-37-7
C.I. Direct Red 28	573-58-0
C.I. Direct Blue 6	2602-46-2
C.I. Direct Blue 15	2429-74-5
Pigment	
Cadmium sulphide	1306-23-6
Lead orange	1314-41-6
Sodium chromate	7775-11-3
Potassium dichromate	7778-50-9
Acetic acid, lead salt, basic	51404-69-4
Pigment Red 104	12656-85-8
Pigment Yellow 34	1344-37-2
Navy Blue	118685-33-9

RequirementID: 11090:1

7.3.4 Colouring agents and pigments in creative material: Creative material made of wood, paper, textile, leather, solid materials intended to leave a trace, accessible liquids, and modelling clay and similar shall not contain the dyes listed in the table below at levels above 10 mg/kg.

Table of limited colouring agents and their CAS-no:

Substance	CAS-no
C.I. Disperse Blue 1	2475-45-8
C.I. Disperse Blue 3	2475-46-9
C.I. Disperse Blue 106	12223-01-7
C.I. Disperse Blue 124	61951-51-7
Disperse Red 1	2872-52-8
Disperse Yellow 3	2832-40-8
Disperse Orange 3	730-40-5
Disperse Orange 37/76	13301-61-6
Basic Red 9	569-61-9
Solvent Yellow 1	60-09-3
Solvent Yellow 2	60-11-7
Solvent Yellow 3	97-56-3
Basic Violet 1	8004-87-3
Basic Violet 3	548-62-9
Acid Red 26	3761-53-3
Acid Violet 49	1694-09-3

RequirementID: 11090:1

7.3.5 Substances of Very High Concern (Candidate List) in creative material: Creative material delivered during the contract period shall not contain substances that are listed on the current candidate list (Article 59 of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (Reach)) at levels above 0.1 percent by weight (1000 mg/kg) per substance and each individual part of the product.

If new substances are entered on the candidate list during the contract period, the supplier shall within six months of the European Chemicals Agency's (Echa) publication of a revised candidate list present an action plan on how the substances can be phased out. RequirementID: 11519

7.3.6 Plasticizers in plastic creative material: Constituent plastic parts in creative material shall not contain the plasticizers listed in the table below in concentrations above 0.1 percent by weight (1000 mg/kg) per substance and individual plastic part.

Table of limited plasticizers and their CAS-no:

Substance	CAS-no
Di-isononyl phthalate (DINP)	28553-12-0 and 68515-48-0
Di-isodecyl phthalate (DIDP)	26761-40-0 and 68515-49-1
Di-n-octyl phthalate (DNOP)	117-84-0

RequirementID: 11520

7.3.7 Fragrances in creative material: Creative material shall not contain actively added fragrances.

Exception: Clays. For clays containing fragrances it shall be clearly marked in the product catalogue or online store that they contain fragrances. In clays, any fragrances shall comply with the International Fragrance Associations (IFRA1) guidelines, or equivalent. RequirementID: 11518

7.3.8 Biocides (antimicrobial function) in creative material. Creative material shall not be treated with biocides. RequirementID: 11517

7.4 Chemical requirements for products considered as sports equipment

The sustainability criteria for sports equipment only cover balls and yoga mats/ exercise mats that are not covered by Directive 2009/48/EC on the safety of toys (the Toys Directive). For play mats, play mattresses and similar, the criteria for furniture apply. All criteria apply to products for children up to 14 years.

- 7.4.1 Substances of Very High Concern (Candidate List) in sports equipment: Sports equipment delivered during the contract period shall not contain substances that are listed on the current candidate list (Article 59 of Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (Reach)) at levels above 0.1 percent by weight (1000 mg/kg) per substance and each individual part of the product.

If new substances are entered on the candidate list during the contract period, the supplier shall within six months of the European Chemicals Agency's (Echa) publication of a revised candidate list present an action plan on how the substances can be phased out. RequirementID: 11522

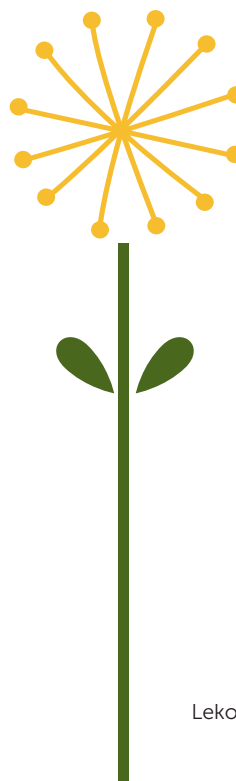
- 7.4.2 Plasticizers in plastic sports equipment: Constituent plastic parts in sports equipment shall not contain the plasticizers listed in the table below in concentrations above 0.1 percent by weight (1000 mg/kg) per substance and individual plastic part.

Table of limited plasticizers and their CAS-no:

Substance	CAS-no
Di-isononyl phthalate (DINP)	28553-12-0 and 68515-48-0
Di-isodecyl phthalate (DIDP)	26761-40-0 and 68515-49-1
Di-n-octyl phthalate (DNOP)	117-84-0

RequirementID: 11523

- 7.4.3 Biocides (antimicrobial function) in sports equipment: Sports equipment shall not be treated with biocides. RequirementID: 11529



7.5 Chemical requirements for products considered as a furniture or part of furniture

7.5.1 MDF and HDF containing formaldehyde-based components / additives must not emit more formaldehyde than 65% of E1 according to EN 13986 or similar method****. Other wood-based flat panels** (particle boards, fibre boards, OSB, plywood and edge glued panels*** containing formaldehyde-based components/additives must not emit more formaldehyde than 50% of E1 according to EN 13986 or similar method****.

**The requirement does not apply to moulded parts.

***For certain types of boards (e.g. edge glued panels) reference may be made to the SDS for the adhesives used in the manufacture of the board.

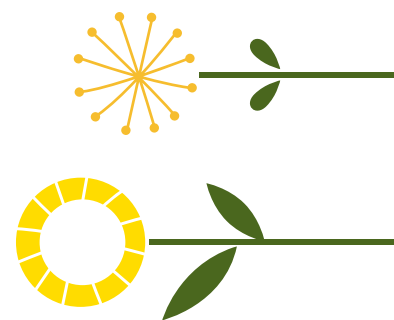
****E.g. chamber method (EN-717-1), gas analysis method (EN-717-2) or perforator method (EN-120).

7.5.2 Glue: Content of volatile organic compounds (VOC) used in glue must not exceed 10% by weight of ready mixture. Maximum amount of free formaldehyde in the glue used for the product must not exceed 0, 2 weight %. Applicable for glue without added hardener.

7.5.3 Plastic parts (>100 g), including woven plastic/synthetic leather, should not contain chlorinated plastics. This does not apply to electrical components (e.g. electrical cables), hospital-grade waterproof PUL fabric, urine-resistant fabrics and woven plastic/synthetic leather on furniture intended for a care environment where the regular use of isopropyl alcohol for cleaning purposes is required. Exceptions are made for electrical components (cords), hospital sheeting, urinary sheeting and fabrics/artificial leather intended for use in hospitals where you frequently need to clean with spirits. Requirement from The Swedish national agency for public procurement.

Plastics, including coated fabrics/artificial leather must not contain chlorinated paraffins (SCCP). Maximum value per substance and detail must not exceed 0, 01 weight %.

Plastics, including coated fabrics/artificial leather must not contain: Mercury(Hg) (maximum concentration 0, 01 weight % / detail) Lead(Pb) (maximum concentration 0, 01 weight % / detail) Cadmium(Cd) (maximum concentration 0, 01 weight % / detail). Tin(Sn) (maximum concentration 0, 01 weight % / detail). Hexavalent Chrome(CrVI) (maximum concentration 0, 01 weight % / detail)



7.5.4 The furniture/product must not be treated with surface treatments or finishing products that are labelled with the following risk hazard classifications:

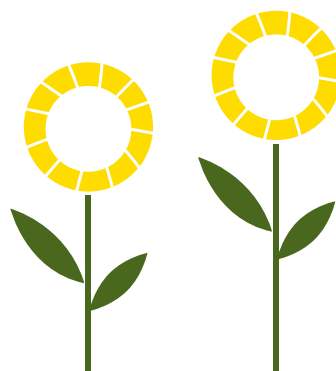
Substance	CAS-no
Carcinogenic	H350, H351
Reproduction toxic	H360, H361, H362
Mutagenic	H340, H341
Toxic	H300, H301, H310, H311, H330, H331
Allergenic	H334
Environmentally Hazardous	H400, H410, H411, H412, H413, H420
If for technical reasons it is necessary to use coatings considered as harmful & dangerous for the environment in accordance with the above, it can be accepted if the added amount of environmentally hazardous substances is < 14 g/ per m ² of coated surface.	
Body Toxic	H370, H371, H372, H373
Coatings shall not contain aziridine or polyaziridine, limit value max 0,1%. Coatings must not contain chromium III or chromium VI.	
VOC: If the coating contains volatile organic compounds (VOCs) the amount of organic solvents shall be less than 60 g per m ² surface. Exception: if the total amount of VOCs applied is less than 5 % by weight of the total amount of the applied surface treatment product OR if the amount of VOCs applied is a maximum of 60 g/m ² of the surface calculated on the total surface or coated surface (e.g. laminate, linoleum, melamine film).	

7.5.5 Flame retardants: Textiles, upholstery materials and plastics, shall not contain the following flame retardants in the table below, i.e. they shall not be actively added or exceed 0.1 % by weight measured value. Exemption: Small plastic parts <100 g, are not subject to the requirement. The requirement does not apply to electronic parts, such as motors in height-adjustable tables.

Substance	CAS-no
Polybrominated biphenyls (PBB)	59536-65-1
Octabromodiphenyl ether (oktaBDE)	32536-52-0
Tris(2,3-dibromopropyl) phosphate (TBPP)	126-72-7
Tris(1-aziridinyl)-phosphine oxide (TEPA)	545-55-1
TTris(2-kloretyl)phosphate (TCEP)	115-96-8
Tris[2-chloro-1-chloromethyl)ethyl] phosphate (TDCPP)	13674-87-8

7.5.6 Textiles should not be treated with additives containing biocides. Definition of biocides according to Article 3 of Regulation (EU) 528/2012 on the supply on the market and the use of biocidal products. Biocidal function includes, for example, odourless, antibacterial and antimicrobial.

7.5.7 Plastic parts exceeding 100 grams must be marked according to ISO 11469 or ISO 1043:1-4. Exception can be made if it is proven to be technically impossible to mark the plastic parts due to lack of space or method of production, e.g. extruded parts.

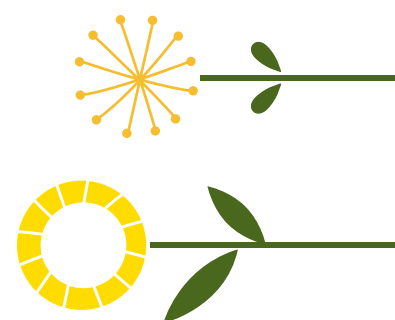


7.5.8 Textile should not be treated with dyes and pigments in the table below:

Substance	CAS-no
Disperse dyestuff	
C.I. Disperse Blue 1	2475-45-8
C.I. Disperse Blue 3	2475-46-9
C.I. Disperse Blue 7	3179-90-6
C.I. Disperse Blue 26	3860-63-7
C.I. Disperse Blue 35	12222-75-2
C.I. Disperse Blue 102	12222-97-8
C.I. Disperse Blue 106	12223-01-7
C.I. Disperse Blue 124	61951-51-7
C.I. Disperse Brown 1	23355-64-8
C.I. Disperse Orange 1	2581-69-3
C.I. Disperse Orange 3	730-40-5
C.I. Disperse Orange 11	82-28-01
C.I. Disperse Orange 37/76	13301-61-6
C.I. Disperse Orange 149	85136-74-9
C.I. Disperse Red 1	2872-52-8
C.I. Disperse Red 11	2872-48-2
C.I. Disperse Red 17	3179-89-3
C.I. Disperse Yellow 1	119-15-3
C.I. Disperse Yellow 3	2832-40-8
C.I. Disperse Yellow 9	6373-73-5
C.I. Disperse Yellow 23	6250-23-3
C.I. Disperse Yellow 39	12236-29-2
C.I. Disperse Yellow 49	54824-37-2
Acid dyestuff	
C.I. Acid Red 26	3761-53-3
Basic (cationic) dyestuff	
C.I. Basic Blue 26	26 2580-56-5
C.I. Basic Red 9	569-61-9
C.I. Basic Violet 3	548-62-9
C.I. Basic Green 4 (oxalate)	2437-29-8
C.I. Basic Green 4 (chloride)	569-64-2
Mordant dyestuff	
Sodium dichromate	10588-01-9
Direct dyestuff	
C.I. Direct Black 38	1937-37-7
C.I. Direct Red 28	573-58-0
C.I. Direct Blue 6	2602-46-2
C.I. Direct Blue 15	2429-74-5

Pigment	
Cadmium sulphide	1306-23-6
Lead orange	1314-41-6
Sodium chromate	7775-11-3
Potassium dichromate	7778-50-9
Acetic acid, lead salt, basic	51404-69-4
Pigment Red 104	12656-85-8
Pigment Yellow 34	1344-37-2
Navy Blue	118685-33-9

RequirementID: 11032:2



7.6 Chemical requirements for products considered as outdoor/playground products

7.6.1 The product must not be treated with surface treatments or finishing products that are labelled with the following risk hazard classifications:

Hazard	Hazard statement under the regulation 1272/2008	Limit value (weight %)
Carcinogenic	H350	≤ 0,1%
	H351	≤ 1%
Mutagenic	H340	≤ 0,1%
	H341	≤ 1%
Reproduction toxic	H360	≤ 0,3%
	H361	≤ 3%
	H362	≤ 0,3%
Hormone disruptive	Cat 1or Cat 2 in EU EDS Database	≤ 0,1%
Lead (Pb)	Lead or lead compounds	≤ 0,1%
Mercury (Hg)	Mercury or mercury compounds	Total ban. Mercury (or its compounds) shall not be used in, or added to, the product. Possible contaminant < 2.5 mg / kg ²
Cadmium (Cd)	Cadmium or cadmium compounds	≤ 0,01%
Allergenic	H334	≤ 0,2%
	H317	≤ 1%
Acute toxicity	H300, H301, H310, H311, H330, H331 Aggregation shall be performed for each relevant route of exposure	Based on the ATE value of the mixture (CLP (EG) 1272/2008). ATE mixture ≤ 300 (oral exposure) ATE mixture ≤ 1000 (dermal exposure) ATE mixture ≤ 2500 (inhalation, gases) ATE mixture ≤ 10 (inhalation, vapours) ATE mixture ≤ 1,0 (inhalation dust, mist)
Single exposure toxicity	H370	≤ 1%
	H371	≤ 10%
	H304	The criterion is not a substance criterion, but applies to the chemical product.
Repeated exposure toxicity	H372	≤ 1%
	H373	≤ 10%
Volatile Organic Compounds (VOC)	Substances having an initial boiling point <250 °C measured at a standard pressure of 101.3 kPa, and meeting the criteria for any of the hazard statements. H330, H331, H332, H336, H371, H373	≤ 10%

Environmentally hazardous	Hazardous to the aquatic environment, category acute 1 (H400) b	≤ 25%, only if M = 1 (appendix V1 in CLP (EG) 1272/2008)
	Hazardous to the aquatic environment, category chronic 2 (H411) (also includes substances with chronic 1 (H410))	≤ 2,5% for H410 substances ≤ 25% for H411 substances
	Hazardous to the aquatic environment, category chronic 4 (H413). Also includes chronic 1 (H410), chronic 2 (H411) and chronic 3 (H412)	≤ 25%
	If, for technical reasons, it is necessary to use coatings considered as harmful & dangerous for the environment in accordance with the above, it can be accepted if the added amount of environmentally hazardous substances is < 14 g/per m ² of coated surface.	
Coatings must not contain chromium III or chromium VI.		
Ozone-depleting substances	H420	≤ 0,1%
Persistent, bioaccumulative and toxic organic substances (PBT)	1) Substances with a half-life of any of the following: • >60 days in marine water • >40 days in freshwater • >180 days in marine sediment • >120 days in freshwater sediment • >120 days in soil AND 2) BCF (Bio Concentration Factor)> 2000 l / kg (wet weight) AND 3) Chronic toxicity; NOEC (No Effect Concentration) or EC 10 with any of the following: • < 0.01 mg / l • < 30 mg / kg food • CMR carcinogenic 1A, 1B (H350), Mutagens 1A, 1B (H340), Toxic for reproduction 1A,1B, 2 (H360 and H361) • Classified H372 or H373	≤ 0,1%
Very persistent and very bioaccumulative organic substances (vPvB)	Substances with a half-life of > 60 days in marine water, or > 60 days in freshwater, or > 180 days in marine sediment, or > 180 days in freshwater sediment, or > 180 days in soil, and BCF (Bio Concentration Factor) > 5000	≤ 0,1%

7.6.2 Glue: Content of volatile organic compounds (VOC) used in glue must not exceed 10% by weight of ready mixture. Maximum amount of free formaldehyde in the glue used for the product must not exceed 0, 2 weight %.

7.6.3 Plastic parts exceeding 50 grams must be marked according to ISO 11469 or ISO 1043:1-4. Exception can be made if it is proven to be technically impossible to mark the plastic parts due to lack of space or method of production, e.g. extruded parts.

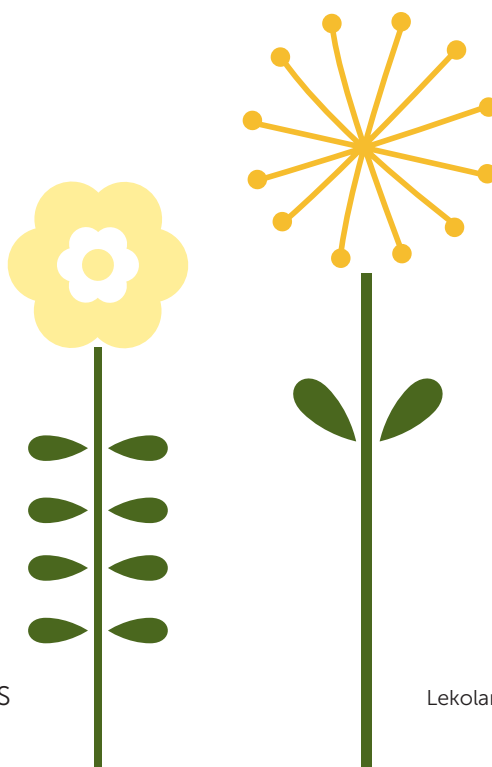
7.6.4 Artificial turf must not have backing that contains recycled SBR. Any backing must also be without binding thread (wrapping thread). If such threads are required during manufacture, the supplier shall ensure that these are removed before installation. This will reduce the risk of microplastics spreading.

7.6.5 Fall protection and surfaces shall be compliant with requirements in the table below:

Requirements		
SBR rubber or R-EPDM1 must not be used in the top layer / top layer. If rubber is used in lower layers, no rubber from the lower layers shall risk being accessible during use.		
Ingredients in the top layer must not contain polyaromatic hydrocarbons (PAH) in concentrations exceeding 0.5 mg / kg (0.00005%).		
Ingredients in other layers shall not contain any of the polycyclic aromatic hydrocarbons (PAHs) restricted in the current Annex XVII, REACH Regulation, in concentrations above 1 mg / kg (0.0001% by weight).		
Ingredient materials must not contain substances that exceed the stated guideline values for sensitive land use and less sensitive land use in accordance with the Swedish Environmental Protection Agency's guidelines for contaminated land. The following requirements for substances and concentrations must be met:		
Substance:	Upper layer/ top layer Maximum permitted content mg / kg (guide value KM2):	Underlying layers (SBR rubber) Maximum permitted content mg / kg (guide value MKM3):
Arsenic	10	25
Barium	200	300
Lead	50	400
Cadmium	0,8	12
Cobalt	15	35
Copper	80	200
Chrome (total)	80	150
Chromium (IV)	2	10
Mercury	0,25	2,5
Molybdenum	40	100
Nickel	40	120
Vanadium	100	200
Zinc*	250*	500*
PAH-L	3	15
PAH-M	3,5	20
PAH-H	1	10
Benzene	0,012	0,04
Toluene	10	40
Ethylene benzene	10	50
Aliphatic> C5-C16	100	500
Aliphatic> C16-C35	100	1000
Aromat> C8-C10	10	50
Aromat< C10-C16	3	15
Aromat> C16-C35	10	30
* If the guideline value for zinc is exceeded, the requirement can be met by the supplier showing a documented plan for minimizing zinc in the granulate.		

7.6.6 Products must comply with the following content requirements for heavy metals in leather:

Substance	CAS-no	Requirement
Chrome (VI)	18540-29-9	The average concentration of 3 ppm (Test report with analysis as: CEN/TS 14495 or equivalent)
Arsenic	7440-38-2	(Max detection limit 1.0 ppm, Test report according to: CEN TC 309 WI 065-4.3 or equivalent)
Cadmium	7440-43-9	Max detection limit 10 ppm, Test report according to: CEN TC 309 WI 065-4.3 or equivalent)
Lead	7439-92-1	Max detection limit 10 ppm, Test report according to: CEN TC 309 WI 065-4.3 or equivalent)

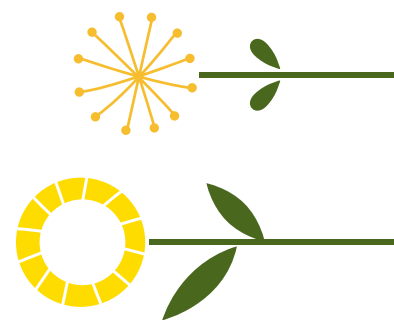


8. PRODUCT QUALITY AND SAFETY

8.1 Overall

Suppliers shall comply with the following:

- 8.1.1 Ensure that products meet agreed and legal standards for health and safety. Specific requirements on chemical use are outlined in sections 7.1 – 7.6.
- 8.1.2 Ensure that products are properly labelled and have instructions for safe use in a language formally recognized in the country the product is sold to.
- 8.1.3 Consider the health and safety effects of their products and services over their life cycle. Furthermore, suppliers are encouraged to implement a quality management system, such as ISO 9001.
- 8.1.4 Toys shall comply with directive 2009/48/EC.
- 8.1.5 Electric products shall comply with EMC (2014/30/EU) and RoHS (2011/65/EU).
- 8.1.6 Products powered by 50-1000V shall comply with LVD (2014/35/EU).
- 8.1.7 Personal Protection products shall comply with regulation (EU) 2016/425.
- 8.1.8 Products made for contact with food shall comply with regulation (EC) 1935/2004.



9. ANIMAL WELFARE

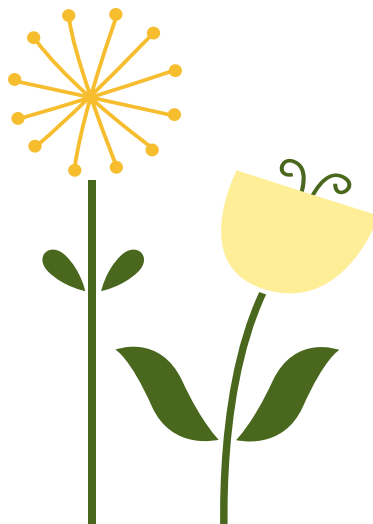
9.1 Overall

Suppliers shall:

- 9.1.1 Ensure that materials do not originate from vulnerable or endangered species.
- 9.1.2 Ensure that all parties involved, handling the animals and/or the materials, follow national and international legislation regarding forbidden materials. They must also respect and follow international agreements, such as the Convention of International Trade in Endangered Species (CITES).

9.2 Material-specific requirements

- 9.2.1 Leather and skin must originate from animals bred for meat production. Leather or skin must not originate from aborted animals, including but not limited to astrakhan, broadtail, krimmer, karakul, Persian lamb, slink or swakara. Leather must not originate from Indian cow, calf or ox.
- 9.2.2 Only hair from living and domesticated animals is allowed. Hair and wool must not originate from animals that have been handled, harvested or sheared in a way that harmed the animals.
- 9.2.3 Wool must not originate from sheep that have been subject to mulesing or from farms which practice mulesing.
- 9.2.4 Down and feathers must originate from slaughtered birds bred for meat production. Down and feathers must not originate from farms practicing live-plucking or force-feeding.



10. CONFIRMATION

Option 1

- We hereby acknowledge the receipt of the Lekolar Code of Conduct and that we fully comply with all parts of it, including ensuring that all of our suppliers in turn also comply with the Code of Conduct.

We realise, as a supplier to Lekolar, that a breach against the Lekolar Code of Conduct may cause a termination of the cooperation with Lekolar.

Option 2

- We hereby acknowledge only the chemical product requirements in chapter 7.1 – 7.6 in the Lekolar Code of Conduct and that we fully comply with them, including ensuring that all our suppliers in turn also comply with the chemical product requirements.

We realise, as a supplier to Lekolar, that a breach against any clause in chapter 7.1 – 7.6 of the Lekolar Code of Conduct may cause a termination of the cooperation with Lekolar.

We have a separate Code of Conduct governing the other chapters of the Lekolar Code of Conduct and will send it to Lekolar for review.

Date and year

Company

Signature

Name and title

