



# Supplier Code of Conduct

TITAN Containers A/S



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# Introduction

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TITAN Containers A/S and all companies in the TITAN corporate group (“TITAN Group” or “We”) are committed to conducting business honestly and ethically while complying with many different laws, rules and standards of conduct applicable to all the countries where we do business. With the purpose of ensuring that our Suppliers act in accordance with our ethical values, we have issued this Supplier Code of Business Conduct which describes fundamental principles that shape the way we do business (“Supplier Code of Conduct” or “Code”).

TITAN Group is devoted to developing strong business relationships with high quality Suppliers that are dedicated to operate under ethical standards equivalent to our own and do not only comply with laws and regulations, but go beyond by setting higher standards in order to support human rights, to protect the environment and to follow ethical principles in all aspects of their business.

We are committed to respecting human rights, including labor rights and we vehemently reject any practice of forced or child labor, human trafficking, discrimination and any sort of non compliance with labor laws. We continuously work to provide a safe and healthy working place to all our employees around the world. We also respect the environment by integrating principles of sustainable development into our business. We strongly repudiate any form of corruption by complying with all anti-corruption and anti-bribery laws and standards in all places we do business. We do not tolerate or support practices which in any way contravene any of these standards.

Therefore as a TITAN Supplier, you are required to comply with the provisions of this Code which shall apply to our Suppliers around the world. In addition to meeting the requirements of this Code, Suppliers shall comply with all national laws and regulations, as well as other applicable standards (e.g. collective bargaining agreements). In case of differences between the terms of this Supplier Code of Conduct and national laws or other applicable standards, Suppliers shall adhere to the higher requirements.

The aim of this Code is not to cease the business relationship between TITAN and Suppliers if non-compliance were to be identified, but to help Suppliers improve their management of adverse impacts continuously. TITAN is therefore willing to work with Suppliers to achieve compliance with the provisions of this Code. However, TITAN will not conduct business with a Supplier if compliance with the terms of this Code is deemed impossible and the Supplier shows no willingness or ability to mitigate identified adverse impacts. Likewise, in case of repeated breaches of the requirements of this Code, TITAN reserves the right to cease business relationships with its Suppliers and possibly cancel any production or delivery in progress.



## Definitions

**“Supplier”** means any corporate entity, partnership or individual that is supplying goods and/or services to one or more members of the TITAN group of companies. For the purpose of this Code, Supplier shall also mean (i) any Affiliated company of the Supplier and (ii) any agent or sub-contractor of the Supplier to the extent that such agent or sub-contractor is performing services for the Supplier or its Affiliated company;

**“Worker”** means any individual employed, hired or otherwise engaged either formally or informally by the Supplier, by the Supplier’s Affiliated companies or by the Supplier’s or its Affiliated companies’ sub-contractors or agents.

**“Affiliate”** means any company which directly or indirectly Controls Supplier, is Controlled by Supplier or is under common Control with Supplier; and

**“Control”** means the direct or indirect (i) ownership of more than fifty percent (50%) of the voting rights of a legal entity, (ii) the right to appoint or remove the majority of the members of the board of directors, or (iii) the power to determine the outcome of decisions about the company’s financial and operating policies. **“Controlling”** and **“Controlled”** shall be construed accordingly.

## Legal and Regulatory Compliance

Operations and products and services supplied to the TITAN group shall comply with all national and all other applicable laws and regulations. Suppliers must fully comply with all applicable local, state, federal, national and international laws, rules and regulations related to their operations, the manufacture of products and/or the rendering of services and shall have all necessary licenses, authorizations or any other requirement by the relevant authorities.



## **No Discrimination**

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All conditions of employment and employment practices, such as compensation, access to training, promotion, rewards, termination or retirement, must be based exclusively on an individual's ability to do the job. Suppliers shall not discriminate Workers or potential Workers on the basis of race, colour, national or ethnic origin, citizenship status, gender, sexual orientation, religion, disability, age, cultural background, social group, marital status, family status or political opinion and other similar factors.

## **Prevention of Workplace Harassment**

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Workers shall be treated with dignity and respect and shall in no circumstances be subject to any physical, sexual, psychological or verbal harassment or abuse of any kind.

## **Freedom of Association and Collective Bargaining**

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Supplier shall respect the right of Workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly as well as respect the right of Workers to refrain from such activities. Workers shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation or harassment.

# Forced Labour

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Suppliers must not use forced, coerced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labour in any form. All work, including overtime work, shall be voluntary and Workers shall be free to leave work at any time and to terminate their employment or other working relationship with Supplier at any time after reasonable notice without reprisal. Suppliers shall not require Workers to hand-over government-issued identification, such as passports or work permits as a condition of employment and shall in no circumstances hold or otherwise destroy, conceal, confiscate or deny access by Workers to such documents. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by Workers, such fees shall be immediately repaid to the Worker.

# Child Labor and Young Workers

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Child labor is not tolerated in any circumstances. The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is highest. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Supplier shall ensure proper management of student Workers through proper maintenance of student records, due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Suppliers shall provide appropriate support and training to all student Workers. In the absence of local law, the wage rate for student Workers, interns and apprentices shall be at least the same wage rate as other entry-level Workers performing equal or similar tasks.



# Hours of Work

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Suppliers shall not require Workers to work more than the regular overtime hours allowed by the law of the country where the Workers are employed. The regular work week shall not exceed 48 hours. Suppliers shall allow Workers at least 24 consecutive hours of rest in every seven day period. All overtime work shall be consensual. Suppliers and their subcontractors shall not request overtime on a regular basis and shall compensate all overtime work at a premium rate. Other than in exceptional circumstances, the sum of regular and overtime hours in a week shall not exceed 60 hours.

# Wages and Benefits

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Compensation paid to Workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, Workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, Workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.





## Health and Safety

Suppliers must provide their Workers with a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of Supplier's facilities. Suppliers must fully comply with all applicable work place conditions, safety and environmental laws, rules, regulations and standards. Suppliers must effectively implement health and safety policies and procedures within their operations, work places and related residential facilities and jointly share responsibility for, and ownership of, them with appropriately trained Workers. Where residential housing is provided to Workers, Suppliers must apply these standards to them and ensure that such housing provides a safe, healthy and sanitary living environment.



## Gifts/Conflict of Interest

TITAN's relationships with Suppliers and business partners are built on trust, value, quality and service. Suppliers must abide by TITAN's policies on gifts and conflicts of interest. TITAN does not promise, offer, or give anything of value to either a government official or an employee or representative of our Suppliers or any other business partners with the intent to improperly influence their conduct. We also do not receive anything of value that could be perceived to improperly influence our conduct and we expect the same conduct from our Suppliers.

TITAN's employees may only accept modest gifts, meals and entertainment from Suppliers (less than USD200.00). Ordinary business meals and small tokens of appreciation generally are acceptable, but Suppliers should avoid offering TITAN's employees travel, frequent meals or expensive gifts. Gifts of cash or cash equivalents, such as gift cards, are not permitted.

# Anti-Corruption

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TITAN does not tolerate corruption or bribery in our business practices by any of our employees or third parties working on our behalf. In many of the places where we do business, we are subject to a variety of anti-corruption and commercial bribery laws we strictly comply with. Suppliers shall also comply with all local anti-corruption and anti-bribery laws and standards in all places they do business. Suppliers shall not hire a third party agent or entity to do something that would not be allowed under this Code or the relevant law.

# Environmental principles

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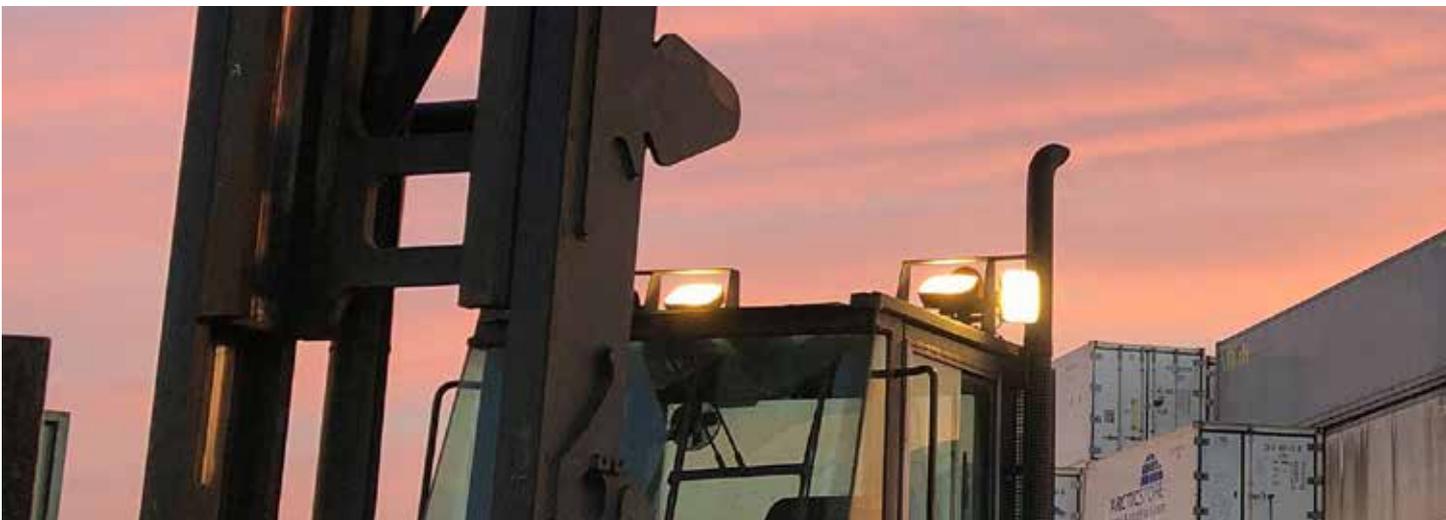
Suppliers shall continuously improve their environmental standards and work towards minimizing the environmental impact of their business by improving the efficiency of their operations and products, using energy sources as efficiently as possible and reducing greenhouse gas emissions and emissions related to noise/odour/nuisance. Supplier shall continuously search for subcontractors engaged in protecting the environment in a constant search for environmental friendly solutions and therefore give preference to sustainable products, identifying, selecting and purchasing products (i.e. goods and services) with significantly less adverse environmental and social impacts than alternative competing products.

# Continuous collaboration

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TITAN may monitor the operations of Suppliers with the purpose of gaining insight into how Suppliers manage their impacts on human rights including labour rights, environmental, and anti-corruption principles.

TITAN expects all Suppliers at any time to be able to declare in writing their stage of implementation in relation to the requirements contained in this Code. Suppliers are expected at any point to willingly cooperate in answering further questions, self-assessments and if deemed necessary cooperate with TITAN in improving systems to manage adverse impacts on human rights, environmental, and anti-corruption principles.



# Acknowledgement and agreement

As a Supplier of the TITAN Group I hereby acknowledge and agree to abide by all the provisions set forth in this Supplier Code of Business Conduct.

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Supplier:  
Signatory name:  
Position:

## Notes

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■ **TITAN Containers**

Litauen Alle 9  
2630 Taastrup  
Denmark

+45 70 23 17 18  
dk@tcmail.eu