



EG-POL-002
Effective date 1 Oct 2026

Evac Group Oy

Evac Group Supplier Code of Conduct



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1. Introduction

The standards we set for our Suppliers represent the minimum requirements that Evac Group (“Evac”) applies in its own operations, and we expect Suppliers to demonstrate competence and continuous improvement in quality, reliability, innovation, cost control, and sustainability.

1.1 Scope and definitions

This Supplier Code of Conduct (“Supplier Code”) applies to all suppliers providing goods and/or services to Evac, including their parent, subsidiary, and affiliate entities, and their employees, agents, intermediaries, contractors, and consultants performing work related to Evac.

1.2 Expectations

In dealings with Evac, workers, sub suppliers, and third parties (including public officials), the Supplier shall ensure compliance with this Supplier Code and promote awareness of its requirements among relevant personnel. Responsibility for sub-supplier compliance requirements are set out in Section 8 (Applicability, monitoring and enforcement). The Supplier shall develop and implement its own code of ethics (or equivalent), provide regular employee training on it, and maintain effective controls, monitoring, and internal reporting mechanisms (including a confidential reporting/whistleblowing channel).

1.3 Reporting and questions

Suppliers may contact their primary contact (or the latest approver of this document) at Evac with questions regarding this Supplier Code. For obligations related to reporting suspected or actual violations, see Section 8 (Applicability, Monitoring & Enforcement).

1.4 Requirements vs recommendations

This Supplier Code includes binding requirements and non-binding recommendations for continuous improvement. Supplier-specific requirements may also be set out in commercial agreements, and compliance is monitored as described in Section 8 (Applicability, monitoring and enforcement).

2. Legal and trade compliance

2.1 Legal compliance

Timely compliance with all applicable national, regional, and relevant international laws and regulations shall be ensured across the areas covered by this Supplier Code of Conduct. Where this Supplier Code of Conduct is stricter than local law, the stricter standard shall be applied to the extent permitted by law, and any conflict with applicable law shall be promptly reported to Evac.

2.2 Trade compliance

Applicable trade laws, customs regulations, sanctions, export control laws and international agreements (including international trade sanctions and embargoes issued by the US, UN, EU or any member state, UK and Norway, and the respective governmental institutions of the foregoing) shall be complied with. Upon request, information evidencing compliance shall be provided promptly (for example but not limited to manufacturing locations, proof of origin, and export control/tariff classifications).

3. Business ethics

3.1 Ethical conduct

High ethical standards shall be upheld, and applicable anti-corruption and anti-bribery laws complied with. Corruption and bribery in any form (including extortion and facilitation payments) are prohibited, and bribes shall not be offered, solicited, or accepted. Correct taxes shall be paid in the correct jurisdictions and on time. Risk-based controls shall be implemented to prevent fraud, money-laundering, and terrorist financing, and to avoid engaging with business partners that are subject to economic sanctions or export control restrictions. Suppliers must comply with US, UN, EU or any member state, UK and Norway, and the respective governmental institutions of the foregoing sanctions/export controls and conduct screening of relevant business partners and transactions. Business decisions relating to Evac must remain independent and free from private interests.

3.2 Conflict of interest

Conflicts of interest (and their appearance) shall be avoided. Any actual or potential conflict related to Evac must be disclosed promptly, and cooperation on mitigation is required.

3.3 Fair competition

Suppliers shall compete fairly and comply with antitrust/competition laws, including prohibitions on price fixing, market sharing, bid rigging, restricting availability, or other anti-competitive conduct.

3.4 Personal data

Suppliers shall comply with applicable personal data laws and protect Evac Personal Data and respect end-user privacy, applying appropriate technical and organisational measures.

3.5 Conflict minerals

Suppliers shall comply with applicable conflict minerals rules and maintain due diligence aligned with recognised frameworks (e.g., Responsible Minerals Initiative (RMI)), providing declarations (e.g., Conflict Materials Reporting Template (CMRT)) upon request.

3.6 Confidential reporting and non-retaliation

A secure whistleblowing channel shall be maintained for employees and stakeholders to report suspected or actual non-compliance with this Supplier Code, applicable law, or unethical behaviour. Reports shall be possible to submit anonymously or, where not legally permitted, in strict confidence. Retaliation against anyone who, in good faith, raises a concern or participates in an investigation shall be prohibited and treated as a serious breach. Reports shall be assessed and addressed promptly, with appropriate corrective actions, and records shall be maintained in accordance with applicable data protection requirements.

4. Human rights and labour standards

4.1 Human rights

Internationally recognised human rights shall be respected, including the International Bill of Human Rights, the UN Guiding Principles on Business and Human Rights, the convention on the rights of a child, the International Humanitarian Laws and Conventions (IHL), and the ILO Declaration of Fundamental Principles and Rights at Work. A proportionate human rights due diligence process shall be maintained to identify, prevent, mitigate, and address adverse impacts across operations and the value chain.

4.2 Modern slavery and child labour

Zero tolerance for forced labour (including bonded, trafficked, prison, or any form of labour requiring workers to work off a debt or obligation) is required; identity documents shall not be retained or freedom of movement restricted; and recruitment fees or related costs shall not be charged.

Suppliers shall prohibit child labour. The minimum age for employment shall be 15 years, or the higher age specified by applicable local law or the age for completion of compulsory schooling, whichever is greater.

Suppliers shall ensure that young workers do not perform hazardous work or work that is likely to jeopardise their health, safety, or development, and shall comply with all applicable restrictions on working hours, night work, and medical examinations for young workers.

Suppliers shall not engage any party using child or forced labour and shall maintain due diligence and remediation procedures, including protecting affected individuals and implementing corrective actions.

4.3 Non-discrimination, dignity and respect

Suppliers shall treat all workers with dignity and respect and maintain a workplace free from harassment, abuse, and intimidation (physical, sexual, psychological, or verbal). Equal employment opportunity shall be provided, and discrimination in hiring, pay, promotion, discipline, termination, or retirement is prohibited based on gender, gender identity, age, religion, marital status, sexual orientation, disability, social class, political opinion, national or ethnic origin, or any other characteristic unrelated to job requirements.

4.4 Freedom of association and collective bargaining

Suppliers shall respect workers' rights to freedom of association and collective bargaining. Where these rights are restricted by law, lawful alternative worker representation shall be facilitated and engagement ensured without intimidation, discrimination, or retaliation.

4.5 Terms, working time and wages

Written terms of employment shall be provided in a language workers understand, and applicable wage and benefits laws and Collective Bargaining Agreements (or equivalent) shall be complied with, including minimum wage, overtime, paid leave, and mandatory benefits. Regular working hours, overtime, and rest periods shall meet applicable law and align with relevant international labour standards. Wages shall be at least the highest of the applicable legal minimum wage, relevant industry standards, or applicable Collective Bargaining Agreements, with progress towards a living wage.

For the avoidance of doubt, contractors, temporary and part-time employees are to be considered equivalent to full-time employees.

4.6 Continuous improvement

Suppliers shall promote worker wellbeing, foster diversity and inclusion, and contribute positively to their communities. Cooperation with Evac in good faith is required on investigations, corrective actions, and remediation where non-compliance is identified. Supply-chain flow-down requirements are set out in Section 8 (Applicability, Monitoring & Enforcement).

5. Environment and climate change

Suppliers shall identify material environmental and climate impacts across operations, products, and services, and work continuously and systematically to take reasonably appropriate measures to prevent or minimise such impacts through systematic target setting, measurement and reporting.

The environment shall be protected and negative impacts from operations, products, and services minimised. Applicable environmental laws and standards (including REACH and RoHS), substance restrictions, and recycling/disposal labelling rules shall be complied with. Required environmental permits, licenses, and registrations shall be obtained and maintained, and an environmental management approach proportionate to scale and risk shall be maintained, preferably aligned with ISO 14001.

Suppliers shall identify material environmental and climate impacts across operations, products, and services, and work continuously and systematically to take reasonably appropriate measures to prevent or minimise such impacts through systematic target setting, measurement and reporting. Emissions and pollutants to air, soil, and water shall be controlled, and waste shall be managed responsibly, including reduction, reuse, and recycling. The carbon footprint shall be reduced, including through energy efficiency and renewable energy sourcing. Evac recommends considering working towards science-based targets in reducing greenhouse gas emissions for requirements applicable when working on Evac sites or projects, see Section 6 (Occupational health, safety emergency preparedness).

Beyond impacts from operations, products, and services, the Supplier is encouraged to promote activities that support climate change; the sustainable use and protection of water and marine resources; the

circular economy; pollution prevention and control; and biodiversity and ecosystem protection and restoration.

6. Occupational health, safety and emergency preparedness

A safe and healthy working environment shall be provided, including proportionate Personal Protective Equipment (PPE), appropriate tools and equipment, induction and ongoing training (including awareness of known safety risks), up-to-date work instructions, and working conditions that support workers' safety and well-being. All applicable Health and Safety (H&S) laws and regulations shall be complied with.

Suppliers shall operate a proportionate occupational health and safety management system through risk management (including work safety risk assessments), training, worker participation, incident reporting/investigation, and continuous improvement, which shall be auditable. Certification to ISO 45001 (or equivalent) is preferred.

Suppliers shall commit to zero fatalities and prevent high-consequence work-related injury or ill-health, set measurable objectives and KPIs, and track performance. Programmes shall include emergency preparedness and response (including epidemics/pandemics), control of hazardous agents, and protection from dangerous exposures.

When working on Evac sites or projects, Suppliers shall comply with the Evac EHS Requirements for On-Site Works (listed as an annex to the Evac Purchase Agreement) and any site specific instructions.

7. Reporting concerns

Concerns about suspected or actual violations of this Supplier Code shall be reported without undue delay to the relevant Evac contact

Additionally, Evac's whistleblowing channel (evac.com/company/whistleblowing) can be used for anonymous reporting. Suppliers shall also maintain their own confidential reporting arrangements and protect reporters from retaliation (see Section 3.6).

8. Applicability, monitoring and enforcement

By agreeing to work with Evac, the Supplier confirms that it, its affiliates, and their employees, directors, and officers comply with this Supplier Code of Conduct.

The Supplier remains responsible for ensuring compliance with the principles and requirements of this Supplier Code of Conduct by its representatives, agents, suppliers, subcontractors, consultants, and other business partners involved in delivering goods or services to Evac, including by incorporating this Supplier Code (or equivalent requirements) into contracts with such parties.

If the Supplier becomes aware of a suspected or actual violation of this Supplier Code of Conduct, it shall inform Evac without undue delay and cooperate to assess and address the issue. Evac may verify compliance through dialogue, self-assessments, and audits (remote or on-site) by Evac or an appointed third party. Subject to reasonable safeguards, Evac may interview relevant personnel and request access to records related to this Supplier Code of Conduct.

Following a violation, the Supplier will be given an opportunity to remedy it within a defined timeframe via a corrective action plan (CAP). Failure to inform, cooperate, or remedy a violation may result in actions up to and including suspension of orders, withholding of awards, and/or termination of the agreement, subject to law and contract.

Nothing in this section limits either party's rights or obligations under applicable law or existing agreements.

In addition, Suppliers are required to provide Evac Group Oy on request and without undue delay, with accurate and verifiable information regarding the social and environmental aspects of their operations and value chains, to the extent necessary for Evac Group Oy to meet its legal reporting and due-diligence obligations under applicable legislation.

Revision history

REV. #	DESCRIPTION	AUTHOR	APPROVER	APPROVAL DATE	EFFECTIVE DATE
1	First release	Matti Tervo	Mikko Leino	1.2021	
2	Complete rewrite	Kati Rajulin-Monto	The Board of Directors of CAVE BidCo Oy	23 Sep 2026	1 Oct 2026



Fresh water
generation



Vacuum
systems



Wastewater
treatment



Wet waste
treatment



Dry waste
treatment



Marine growth
prevention



Corrosion
protection

Evac is the world's leading provider of integrated water and waste management systems, as well as corrosion-protection systems for the marine, offshore, and building industries. With offices across four continents and representatives in more than 70 countries, we are close to our customers wherever they are. We contribute to a better environment and cleaner seas by helping our customers eliminate waste, conserve water, and mitigate emissions. Our ambitious purpose is to enable a future with no waste.

Read more about our solutions
[evac.com](https://www.evac.com)

evac
nothing to waste

Innovative water and waste
technologies on land and sea
driving a future with no waste.