



SUPPLIER & THIRD- PARTY CODE OF CONDUCT 2026

Title:				
Supplier & Third Party Code of Conduct (TPCoC)				
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1 PURPOSE

United European Car Carriers (“UECC”) is committed to conducting business ethically, responsibly, and in compliance with applicable laws and international standards. This Supplier and Third-Party Code of Conduct (“TPCoC”) sets out the minimum standards of conduct expected of all suppliers, contractors, consultants, agents, intermediaries, and other third parties (“Suppliers”) that provide goods or services to UECC or act on our behalf.

UECC recognizes that responsible business conduct throughout our value chain is essential to building trust, managing risk, and ensuring compliance with legal obligations, including the Norwegian Transparency Act (Åpenhetsloven).

2 SCOPE

This TPCoC applies to:

- All suppliers and third parties providing goods or services to UECC.
- Subcontractors and sub-suppliers engaged by Suppliers in connection with UECC business.

Suppliers are expected to ensure that TPCoC, or equivalent standards, are communicated to and implemented throughout their own supply chains where relevant.

3 RESPONSIBILITIES

Supplier Responsibilities

Suppliers are responsible for ensuring full compliance with this TPCoC and all applicable laws and regulations in the jurisdictions in which they operate.

Suppliers are expected to:

Conduct their business in an ethical, lawful, and responsible manner at all times when working with or on behalf of UECC.

Establish and maintain appropriate policies, procedures, and internal controls to ensure compliance with the requirements set out in this Code.

Assign clear internal responsibility at a senior or management level for oversight of compliance with this TPCoC.

Ensure that relevant employees, workers, agents, subcontractors, and other representatives are aware of and understand the expectations set out in this TPCoC.

Take reasonable and risk-based measures to implement equivalent standards throughout their own supply chains where relevant.

Promptly identify, address, and remediate any actual or potential breaches of this TPCoC or applicable law.

Cooperate fully with UECC's due diligence, monitoring, audit, and information requests, including participation in UECC's annual supplier survey required for compliance with the Norwegian Transparency Act (Åpenhetsloven).

Promptly notify UECC of any matter that could reasonably be expected to affect the Supplier's ability to comply with this TPCoC or that could expose UECC to legal, financial, or reputational risk.

UECC Responsibilities

UECC is responsible for:

Communicating this TPCoC to Suppliers and making it available as part of contractual and onboarding processes.

Applying a risk-based and proportionate approach to supplier due diligence and monitoring.

Assessing information provided by Suppliers in a fair, consistent, and confidential manner.

Engaging with Suppliers in good faith to address identified risks or non-compliance, with a focus on remediation and continuous improvement where appropriate.

Taking appropriate action where serious or repeated breaches of this TPCoC are identified, in accordance with contractual rights and applicable law.

4 HUMAN RIGHTS & LABOUR STANDARDS

4.1 RESPECT FOR HUMAN RIGHTS

Suppliers must respect internationally recognized human rights as set out in:

- The International Bill of Human Rights.
- The ILO Declaration on Fundamental Principles and Rights at Work.

4.2 FORCED LABOUR & MODERN SLAVERY

UECC has zero tolerance for forced labour, child labour, human trafficking, or modern slavery. Suppliers must:

- Ensure all work is voluntary.
- Prohibit child labour (minimum age: 15 or local legal minimum, whichever is higher).
- Allow freedom of movement and the right to terminate employment

4.3 FAIR WORKING CONDITIONS

Suppliers must provide:

- Fair wages meeting legal minimums.
- Reasonable working hours and rest periods.
- A workplace free from harassment, discrimination, and abuse.

5 HEALTH, SAFETY & WELL BEING

Suppliers must provide a safe and healthy working environment and take appropriate measures to prevent accidents, injuries, and occupational illnesses. Adequate training, equipment, and emergency procedures must be in place.

6 ENVIRONMENT & SUSTAINABILITY

Suppliers are expected to operate in an environmentally responsible manner by:

- Complying with applicable environmental laws and permits.
- Minimizing emissions, waste, and pollution.
- Using resources efficiently
- Preventing environmental incidents
- Work to align with UECC's own ESG & Sustainability Policy

Where relevant, Suppliers are encouraged to measure and reduce their environmental and climate impact.

7 BUSINESS INTEGRITY

7.1 ANTI-BRIBERY & CORRUPTION

Suppliers must not engage in bribery, corruption, facilitation payments, or any improper advantage, whether directly or indirectly. This includes interactions with public officials and private counterparties.

7.2 COMPETITION LAW

Suppliers must comply with applicable competition and antitrust laws and must not engage in price-fixing, market sharing, or other anti-competitive practices.

7.3 CONFLICTS OF INTEREST

Suppliers must disclose any actual or potential conflicts of interest that could affect their relationship with UECC.

8 DATA PROTECTION & CONFIDENTIALITY

Suppliers must:

- Protect confidential and proprietary information belonging to UECC or its customers.
- Process personal data in accordance with applicable data protection laws, including GDPR.
- Implement appropriate technical and organizational security measures.

Confidential information must not be disclosed or misused.

9 SANCTIONS & EXPORT CONTROLS

Suppliers must comply with all applicable economic and trade sanctions, export controls, and embargo laws and regulations, including those imposed by the United Nations, European Union, UK, US and other relevant authorities.

Suppliers must not:

- Engage in transactions involving sanctioned countries, entities, individuals, vessels, or goods where prohibited by law.
- Directly or indirectly cause UECC to breach applicable sanctions or export control regulations.
- Where required, comply with UECC's KYC Policy and Processes.

Suppliers must promptly notify UECC if they become aware of any sanctions-related risk or potential violation connected to their activities or supply chain.

10 ANTI-MONEY LAUNDERING, TERRORIST FINANCING & FINANCIAL INTEGRITY

Suppliers must comply with all applicable laws and regulations relating to anti-money laundering, counter-terrorist financing, fraud prevention, and financial crime in the jurisdictions in which they operate.

Suppliers must not directly or indirectly engage in, facilitate, or support money laundering, terrorist financing, tax evasion, fraud, or any other form of economic or financial crime. This includes any activity intended to conceal or disguise the origin, source, ownership, or destination of funds derived from criminal activity.

Suppliers are expected to implement appropriate policies, procedures, and internal controls to prevent, detect, and address money laundering and related financial crime, including, where appropriate:

- Customer and counterparty due diligence and KYC measures.
- Monitoring of transactions for suspicious or unusual activity.
- Accurate record-keeping in accordance with applicable legal requirements.
- Escalation and reporting mechanisms for suspected misconduct.

Suppliers must ensure that all payments to and from UECC are made through legitimate, transparent, and traceable channels and must not request or accept payments in cash, through undisclosed accounts, or through third parties not contractually authorized.

Suppliers must promptly notify UECC if they become aware of, or reasonably suspect, any activity connected to their business or supply chain that may involve money laundering, terrorist financing, or other financial crime and that could affect UECC or its business relationship with the Supplier.

Failure to comply with this clause may be treated as a material breach of this TPCoC and may result in corrective action, suspension, or termination of the business relationship.

11 SUB-SUPPLIERS & CONTRACTORS

Suppliers are responsible for ensuring that their subcontractors, sub-suppliers, agents, and other third parties engaged in connection with UECC business comply with standards that are equivalent to those set out in this TPCoC.

Suppliers must take reasonable and risk-based measures to:

- Communicate the requirements of this TPCoC, or equivalent standards, throughout their supply chain.
- Assess and monitor compliance where there is an increased risk of adverse human rights, labour, environmental, or ethical impacts.
- Address and remediate any identified non-compliance in a timely manner.

UECC reserves the right to request information regarding the Supplier's supply chain structure and due diligence measures where relevant to UECC's legal or compliance obligations.

12 MONITORING AUDITS & CORRECTIVE ACTIONS

UECC reserves the right to:

- Request documentation demonstrating compliance with this TPCoC.
- Conduct audits or assessments (directly or through third parties).
- Require corrective action plans where deficiencies are identified.

Suppliers must cooperate in good faith with such activities.

13 RISK BASED DUE DILIGENCE

UECC applies a risk-based approach to supplier due diligence. Suppliers operating in high-risk countries, sectors, or services, or those performing critical activities for UECC, may be subject to enhanced due diligence requirements.

Such requirements may include:

- Additional questionnaires or documentation requests.
- On-site or remote assessments.
- Corrective action plans and follow-up reviews.
- Suppliers must cooperate fully with any reasonable due diligence measures required by UECC.

13.1 NORWEGIAN TRANSPARENCY ACT (ÅPENHETSLOVEN)

To enable UECC to comply with the Norwegian Transparency Act (Åpenhetsloven), Suppliers are required to:

- Participate in UECC's annual supplier due diligence and sustainability survey
- Provide accurate, complete, and timely information relating to:
 - Human rights risks
 - Working conditions
 - Measures taken to prevent and mitigate adverse impacts

Participation in this annual survey is a condition for maintaining a business relationship with UECC. Failure to engage or provide requested information may result in escalation, corrective action, or termination of the Supplier relationship.

Suppliers acknowledge that UECC may use the information provided to fulfil its statutory obligations under Åpenhetsloven, including transparency reporting and response to information requests.

14 CONTINUOUS IMPROVEMENT

UECC recognizes that responsible business conduct is an ongoing process. Suppliers are expected not only to comply with applicable laws and this TPCoC, but also to work

proactively towards continuous improvement in areas such as human rights, working conditions, environmental performance, and ethical business practices.

Suppliers are encouraged to:

- Identify and assess risks within their operations and supply chains.
- Implement policies, procedures, and controls appropriate to their size, sector, and risk profile.
- Set measurable objectives and track progress over time.

UECC may take a collaborative approach to support improvement efforts where appropriate.

15 TRAINING & AWARENESS

Suppliers are expected to ensure that relevant employees, workers, and representatives are aware of and understand the standards set out in this Code, particularly in areas relating to:

- Human rights and labour standards.
- Anti-bribery and corruption.
- Health, safety, and environmental protection.

Where appropriate, Suppliers should provide training or guidance to their personnel to support compliance with applicable laws and ethical standards.

16 REMEDIATION & CORRECTIVE ACTIONS

Where actual or potential adverse impacts, non-compliance, or breaches of this Code are identified, Suppliers are expected to take prompt and effective corrective action.

- This may include:
 - Investigating root causes.
 - Implementing remediation measures.

Preventing recurrence through improved controls or processes.

UECC's preference is to work with Suppliers to achieve remediation and improvement. However, serious breaches, repeated non-compliance, or failure to cooperate may result in escalation, suspension, or termination of the business relationship.

17 ACKNOWLEDGEMENT

By entering into any contract, agreement, purchase order, or other form of business engagement with UECC, the Supplier acknowledges that it has read, understood, and agrees to comply with UECC's TPCoC, as amended from time to time.

The Supplier further acknowledges and agrees that:

- Compliance with the TPCoC is a material condition of the contractual relationship with UECC.
- The TPCoC applies to the Supplier and, where relevant, its employees, agents, subcontractors, and sub-suppliers engaged in connection with UECC business.
- The Supplier is responsible for ensuring that equivalent standards are implemented throughout its own supply chain where applicable.

The Supplier acknowledges that the TPCoC is publicly available on UECC's website at www.uecc.com, and that continued engagement with UECC constitutes ongoing acceptance of the TPCoC, including any updates or revisions published by UECC.

Failure to comply with the TPCoC may result in corrective action, suspension, or termination of the business relationship, without prejudice to any other rights or remedies available to UECC under the contract or applicable law.