KODEKS RAVNANJA DOBAVITELJEV VAR

Izjava vodstva

VAR gradi dolgoročna partnerstva na kakovosti, zanesljivosti, zakonitem poslovanju in spoštovanju ljudi ter okolja. Od dobaviteljev pričakujemo, da enaka načela vključijo v svoje upravljanje, vsakodnevne odločitve in dobavno verigo. Ta kodeks določa minimalne okoljske, družbene in upravljavske zahteve. Kadar zakonodaja, pogodba ali zahteva kupca določa strožji standard, velja strožja zahteva.

1. Namen in področje uporabe

Kodeks velja za vse dobavitelje blaga in storitev, podizvajalce, posrednike, svetovalce in druge poslovne partnerje, ki poslujejo ali želijo poslovati z VAR d. o. o. Spoštovanje kodeksa in drugih veljavnih pogojev podjetja VAR je pogoj za začetek in nadaljevanje poslovnega sodelovanja, kadar je kodeks vključen ali naveden v nabavnih pogojih, naročilu, pogodbi, sporazumu o kakovosti ali drugem dokumentu, ki ureja sodelovanje, skladno s poglavjem 12. Dobavitelj mora zahteve vključiti v svoje poslovanje, za svoje neposredne dobavitelje (Tier 1) določiti in izvajati najmanj primerljive trajnostne standarde ter jih pogodbeno zavezati k nadaljnjemu prenosu teh standardov na njihove dobavitelje po dobavni verigi. Globina preverjanja in dokazil se prilagodi tveganjem, ne da bi se s tem odpravile temeljne zahteve kodeksa. Dobavitelj spremlja izvajanje prenesenih zahtev in na zahtevo VAR predloži dokazila.

2. Temeljna načela

Zahteve in njihovo izvajanje se opirajo na načela trajnostnega naročanja ISO 20400, skrbni pregled OECD za odgovorne dobavne verige mineralov in ustrezna orodja RMI ter relevantna načela ISO 14001, ISO 50001, ISO 45001 in SA8000. Uporabljajo se glede na dejavnost, vplive in tveganja. Sklic na standard ne pomeni potrjene skladnosti ali splošne zahteve po certificiranju vseh dobaviteljev. ISO 20400 je smernica, ne certifikacijski standard; certifikat drugih sistemov se zahteva, kadar to določajo zakonodaja, pogodba, zahteva kupca ali dokumentirana merila VAR.

- spoštovanje veljavne zakonodaje, pogodbenih zahtev in standardov kupcev;

VAR SUPPLIER CODE OF CONDUCT

Management Statement

VAR builds long-term partnerships on quality, reliability, lawful business conduct and respect for people and the environment. We expect suppliers to integrate the same principles into their governance, day-to-day decisions and supply chains. This Code sets out minimum environmental, social and governance requirements. Where applicable law, a contract or a customer requirement sets a stricter standard, the stricter requirement shall apply.

1. Purpose and Scope

This Code applies to all suppliers of goods and services, subcontractors, intermediaries, consultants and other business partners that conduct or intend to conduct business with VAR d. o. o. Compliance with this Code and other applicable VAR terms and conditions is a prerequisite for commencing and continuing the business relationship where the Code is incorporated or referenced in purchasing terms, purchase orders, contracts, quality agreements or other documents governing the relationship, in accordance with Section 12. The supplier shall integrate the requirements into its operations, define and implement at least equivalent sustainability standards for its direct suppliers (Tier 1), and contractually require them to cascade these standards further through their own supply chains. The depth of verification and evidence shall reflect risks without waiving the fundamental requirements of this Code. The supplier shall monitor implementation of the cascaded requirements and provide evidence upon VAR's request.

2. Fundamental Principles

The requirements and their implementation draw on ISO 20400 sustainable procurement principles, OECD due diligence for responsible mineral supply chains and relevant RMI tools, and applicable principles of ISO 14001, ISO 50001, ISO 45001 and SA8000. They apply according to activities, impacts and risks. Reference to a standard does not constitute verified conformity or a blanket certification requirement for all suppliers. ISO 20400 provides guidance and is not a certification standard; certification of other systems is required where stipulated by law, contract, customer requirements or documented VAR criteria.

- compliance with applicable laws, contractual requirements and customer standards;

- spoštovanje človekovih pravic, dostojanstva in temeljnih pravic pri delu;
- preprečevanje negativnih vplivov na ljudi, okolje in skupnosti;
- ničelna toleranca do korupcije, ponarejanja, prisilnega in otroškega dela;
- preglednost, sledljivost, resničnost podatkov in sodelovanje pri preverjanju;
- pristop, ki temelji na tveganju, nenehnem izboljševanju in učinkovitem odpravljanju neskladnosti.

3. Človekove pravice in delovni pogoji

- **Otroško delo:** prepovedano je zaposlovanje oseb pod zakonsko določeno minimalno starostjo. Mlade delavce je treba posebej varovati pred nevarnim delom, nočnim delom in nalogami, ki bi škodovale njihovemu zdravju, varnosti ali izobraževanju.
- **Prisilno delo in trgovina z ljudmi:** prepovedani so suženjstvo, prisila, zadrževanje osebnih dokumentov, depoziti, nedovoljene omejitve gibanja in plačevanje zaposlitvenih pristojbin s strani delavcev.
- **Enaka obravnava:** prepovedani so diskriminacija, nadlegovanje, trpinčenje, nasilje, ponižujoče ravnanje in povračilni ukrepi. Odločitve o zaposlovanju, plačilu, usposabljanju in napredovanju morajo temeljiti na zakonitih in objektivnih merilih.
- **Delovni čas in plačilo:** delovni čas, odmori, počitki, dopusti in nadurno delo morajo biti zakoniti, evidentirani in pregledni. Plačilo mora biti pravočasno, v celoti izplačano ter skladno z zakonodajo in dogovorjenimi pogoji.
- **Svoboda združevanja:** dobavitelj spoštuje pravico delavcev do organiziranja, predstavništva in kolektivnega dogovarjanja brez zastraševanja ali povračilnih ukrepov.
- **Ranljive skupine in skupnosti:** dobavitelj spoštuje pravice manjšin, avtohtonih ljudstev, agencijskih in migrantskih delavcev, mladih, invalidov in drugih ranljivih skupin ter preprečuje nezakonite prisilne izselitve in posege v pravice do zemlje, gozdov, vode in življenjskega prostora.

Varnostne službe: uporaba zasebnih ali javnih varnostnih služb mora biti zakonita, sorazmerna in nadzorovana ter ne sme voditi v mučenje, nečloveško ravnanje ali nesorazmerno uporabo sile.

Dodatne zahteve za upravljanje delovnih pogojev: dobavitelj zagotavlja etično zaposlovanje z resničnimi,

- respect for human rights, human dignity and fundamental rights at work;
- prevention of adverse impacts on people, the environment and communities;
- zero tolerance for corruption, counterfeiting, forced labour and child labour;
- transparency, traceability, accuracy of data and cooperation in verification activities;
- a risk-based approach, continual improvement and effective remediation of nonconformities.

3. Human Rights and Working Conditions

- **Child labour:** the employment of persons below the legally applicable minimum working age is prohibited. Young workers shall be specifically protected from hazardous work, night work and tasks that could harm their health, safety or education.
- **Forced labour and human trafficking:** slavery, coercion, retention of identity documents, deposits, unlawful restrictions on freedom of movement and recruitment fees paid by workers are prohibited.
- **Equal treatment:** discrimination, harassment, bullying, violence, degrading treatment and retaliation are prohibited. Decisions on recruitment, remuneration, training and promotion shall be based on lawful and objective criteria.
- **Working time and remuneration:** working hours, breaks, rest periods, leave and overtime shall comply with the law and be accurately and transparently recorded. Remuneration shall be paid on time, in full and in accordance with applicable law and agreed terms.
- **Freedom of association:** the supplier shall respect workers' rights to organise, be represented and bargain collectively without intimidation or retaliation.
- **Vulnerable groups and communities:** the supplier shall respect the rights of minorities, indigenous peoples, agency and migrant workers, young workers, persons with disabilities and other vulnerable groups, and shall prevent unlawful forced evictions and interference with rights to land, forests, water and living space.

Security services: the use of private or public security services shall be lawful, proportionate and supervised, and shall not result in torture, inhuman treatment or disproportionate use of force.

Additional working-conditions management requirements: the supplier shall ensure ethical

razumljivimi in pred začetkom dela dostopnimi pogoji zaposlitve; nadzira zaposlitvene agencije in posrednike ter zagotovi povračilo nedovoljeno zaračunanih zaposlitvenih pristojbin delavcem. Izrecno varuje pravice žensk, zagotavlja enako plačilo za delo enake vrednosti in enake možnosti ter preprečuje diskriminacijo zaradi nosečnosti ali materinstva. Spodbuja raznolikost, pravičnost in vključevanje. Plače vključujejo zakonske in dogovorjene dodatke ter ugodnosti, pregledne obračune in zakonita plačila nadur; dobavitelj ocenjuje ustreznost plač za osnovne življenjske potrebe in sprejema ukrepe za izboljšave. Nadurno delo mora biti prostovoljno, razen zakonsko dopustnih izjem, in ne sme nadomestiti rednega zaposlovanja. Prepovedani so telesno kaznovanje, prisila, poniževanje in nedovoljeni disciplinski odtegljaji. Ob ugotovljenem otroškem delu dobavitelj otroka zaščiti ter zagotovi varen in dokumentiran program odprave kršitve s podporo izobraževanju, ne zgolj odpovedi dela. Delavcem in njihovim predstavnikom omogoči sodelovanje pri izboljšanju pogojev in dostop do pritožbenega mehanizma. Pri kršitvah sodeluje pri odpravi posledic za prizadete osebe, ne le pri popravku postopkov.

recruitment through truthful, understandable employment terms made available before work begins; oversee recruitment agencies and intermediaries; and ensure reimbursement to workers of improperly charged recruitment fees. It shall explicitly protect women's rights, ensure equal pay for work of equal value and equal opportunities, and prevent discrimination related to pregnancy or maternity. It shall promote diversity, equity and inclusion. Remuneration shall include statutory and agreed allowances and benefits, transparent payslips and lawful overtime payments; the supplier shall assess whether wages meet basic living needs and take improvement measures. Overtime shall be voluntary except for legally permitted exceptions and shall not replace regular employment. Corporal punishment, coercion, humiliation and unlawful disciplinary deductions are prohibited. Where child labour is identified, the supplier shall protect the child and provide a safe, documented remediation programme supporting education rather than merely terminating the work. Workers and their representatives shall be able to participate in improving conditions and access the grievance mechanism. Where violations occur, the supplier shall cooperate in remedying impacts on affected persons, not only in correcting procedures.

4. Varnost in zdravje pri delu

Dobavitelj zagotavlja varno in zdravo delovno okolje. Sistematično ocenjuje tveganja, uporablja hierarhijo ukrepov, zagotavlja ustrezno osebno varovalno opremo, varnost strojev in opreme, ergonomijo, varno ravnanje s kemikalijami in biološkimi dejavniki, požarno varnost, pripravljenost na izredne dogodke ter usposabljanje zaposlenih. Nezgode, skorajšnje nezgode in poklicna obolenja se evidentirajo, preiskujejo in obravnavajo s korektivnimi ukrepi. Enake zahteve veljajo za pogodbene delavce in obiskovalce.
Pri delih na lokaciji VAR mora izvajalec pred začetkom del z VAR izmenjati informacije o nevarnostih, uskladiti ocene tveganj, varnostne ukrepe in sočasna dela ter dokazati usposobljenost oseb. Upošteva pravila lokacije, zahtevana dovoljenja za nevarna dela in dogovorjene postopke za izredne dogodke ter brez odlašanja prijavi incidente in nevarne razmere. Dobavitelj zagotavlja posvetovanje in sodelovanje delavcev oziroma njihovih predstavnikov pri upravljanju VZD brez povračilnih ukrepov. Zahteve VZD se vključijo v nabavo in nadzor zunanjih izvajalcev ter oddanih procesov glede na njihova tveganja; kodeks ne nadomešča odgovornosti VAR za koordinacijo in varnost na njegovi lokaciji.

4. Occupational Health and Safety

The supplier shall provide a safe and healthy working environment. It shall systematically assess risks, apply the hierarchy of controls, provide suitable personal protective equipment, ensure machinery and equipment safety, ergonomics, safe handling of chemicals and biological agents, fire safety, emergency preparedness and employee training. Accidents, near misses and occupational illnesses shall be recorded, investigated and addressed through corrective actions. The same requirements apply to contract workers and visitors.
For work at VAR premises, the contractor shall exchange hazard information with VAR before work begins, coordinate risk assessments, safety measures and simultaneous activities, and demonstrate personnel competence. It shall comply with site rules, required permits for hazardous work and agreed emergency procedures, and report incidents and unsafe conditions without delay. The supplier shall ensure consultation and participation of workers or their representatives in occupational health and safety management without retaliation. Occupational health and safety requirements shall be integrated into procurement and control of contractors and outsourced processes according to their

5. Poslovna etika in skladnost

- **Korupcija, podkupovanje, izsiljevanje in pranje denarja:** prepovedano je neposredno ali posredno ponujanje, obljubljanje, dajanje, zahtevanje ali sprejemanje nedovoljene koristi. Plačila in transakcije morajo biti zakonita, sledljiva in pravilno evidentirana.
- **Darila in gostoljubje:** dovoljena so le občasna, primerna in simbolična darila ali gostoljubje, ki ne vplivajo in ne ustvarjajo videza vplivanja na poslovno odločitev.
- **Nasprotje interesov:** dejanska ali potencialna nasprotja interesov je treba nemudoma razkriti VAR in jih ustrezno obvladati.
- **Poštena konkurenca:** prepovedani so dogovori o cenah, razdelitvi trgov ali kupcev, prirejanje ponudb in nedovoljena izmenjava konkurenčno občutljivih informacij.
- **Izvozne kontrole in sankcije:** dobavitelj spoštuje carinske predpise, izvozne omejitve, embargoe in mednarodne sankcije ter zagotavlja pravilno klasifikacijo in dokumentacijo.
- **Varstvo podatkov in informacijska varnost:** osebni podatki, poslovne skrivnosti, tehnična dokumentacija in dostopi se varujejo z ustreznimi organizacijskimi in tehničnimi ukrepi; incidente je treba nemudoma prijaviti VAR.
- **Intelektualna lastnina:** dobavitelj spoštuje avtorske pravice, patente, modele, znamke, programske licence, znanje in zaupne informacije VAR ter njegovih kupcev.

Ponarejeni deli in evidence: prepovedani so ponarejeni, nedovoljeno spremenjeni ali napačno deklarirani materiali, deli, meritve, certifikati in zapisi. Zagotovljene morajo biti sledljivost, nadzor izvora in takojšnje obveščanje ob sumu.

Finančna odgovornost in razkrivanje informacij: dobavitelj vodi popolne, točne, verodostojne in sledljive poslovne ter finančne evidence, jih hrani v predpisanih rokih ter preprečuje prikrite transakcije in zavajajoče poročanje. Finančne in nefinančne informacije razkriva skladno z zakonodajo in veljavnimi pogodbenimi zahtevami, ob ustreznem varovanju osebnih podatkov, poslovnih skrivnosti in drugih zaupnih informacij.

risks; this Code does not replace VAR's responsibilities for coordination and safety at its premises.

5. Business Ethics and Compliance

- **Corruption, bribery, extortion and money laundering:** directly or indirectly offering, promising, giving, requesting or accepting an improper advantage is prohibited. Payments and transactions shall be lawful, traceable and accurately recorded.
- **Gifts and hospitality:** only occasional, appropriate and symbolic gifts or hospitality are permitted, provided they do not influence or create the appearance of influencing a business decision.
- **Conflicts of interest:** actual or potential conflicts of interest shall be disclosed to VAR without delay and appropriately managed.
- **Fair competition:** price fixing, market or customer allocation, bid rigging and unlawful exchange of competitively sensitive information are prohibited.
- **Export controls and sanctions:** the supplier shall comply with customs regulations, export restrictions, embargoes and international sanctions and ensure correct classification and documentation.
- **Data protection and information security:** personal data, trade secrets, technical documentation and access rights shall be protected through appropriate organisational and technical measures; incidents shall be reported to VAR without delay.
- **Intellectual property:** the supplier shall respect copyrights, patents, designs, trademarks, software licences, know-how and confidential information of VAR and its customers.

Counterfeit parts and records: counterfeit, unauthorisedly modified or incorrectly declared materials, parts, measurements, certificates and records are prohibited. Traceability, origin control and immediate notification of suspected counterfeiting shall be ensured.

Financial responsibility and disclosure of information: the supplier shall maintain complete, accurate, reliable and traceable business and financial records, retain them for the required periods, and prevent concealed transactions and misleading reporting. It shall disclose financial and non-financial information in accordance with applicable law and contractual requirements, while appropriately protecting personal data, trade secrets and other confidential information.

6. Okolje in podnebje

- spoštovati okoljsko zakonodajo, dovoljenja in zahteve glede izdelkov ter voditi dokazila o skladnosti;
- prepoznavati okoljske vidike in tveganja ter postavljati merljive cilje za nenehno izboljševanje;
- meriti in zmanjševati porabo energije ter emisije toplogrednih plinov, vključno z relevantnimi emisijami, ter povečevati energetsko učinkovitost in uporabo obnovljivih virov;
- učinkovito uporabljati vodo, surovine in druge naravne vire ter preprečevati onesnaženje zraka, vode in tal;
- preprečevati nastajanje odpadkov, spodbujati ponovno uporabo, recikliranje in krožne rešitve ter zakonito ravnati z nevarnimi odpadki;
- voditi register kemikalij, varnostne liste in izjave o skladnosti ter upoštevati veljavne omejitve snovi in zahteve kupcev, vključno z REACH in RoHS, kadar so uporabljive;
- obvladovati hrup, rabo prostora, vplive na biotsko raznovrstnost in življenjski cikel izdelkov oziroma storitev;

VAR na zahtevo predložiti podatke, potrebne za izračun okoljskega in ogljičnega odtisa izdelka.
Dodatne okoljske zahteve: dobavitelj načrtuje razogljičenje z merljivimi cilji in ukrepi zmanjševanja emisij glede na pomembnost vplivov, obravnava kakovost, porabo in upravljanje vode, kakovost tal ter preprečuje nezakonito krčenje gozdov in povezano izgubo biotske raznovrstnosti. Kadar je relevantno za njegovo dejavnost ali dobavno verigo, zagotavlja dobrobit živali in zakonito, odgovorno ravnanje z njimi. VAR sporoči pomembne okoljske incidente in spremembe, ki vplivajo na dogovorjeno dobavo ali skladnost. Okoljske zahteve se opredelijo tudi za konkretno blago, storitve in zunanje procese ob upoštevanju pomembnih vplivov skozi življenjski cikel.
Energijska učinkovitost pri nabavi: pri nabavi opreme, naprav in storitev s pomembnim vplivom na energijsko učinkovitost VAR nabava določi merila energijske učinkovitosti za pričakovano obratovalno življenjsko dobo ter dobavitelju sporoči, da je energijska učinkovitost del ocenjevanja ponudbe. Dobavitelj zagotovi preverljive podatke o porabi energije, izkoristku, obratovalnih pogojih in možnostih izboljšav. Specifikacije za nabavo energije vključujejo relevantne zahteve glede kakovosti, merjenja in energijske učinkovitosti ter dogovorjene lastnosti izvora energije.

6. Environment and Climate

- comply with environmental legislation, permits and product-related requirements and maintain evidence of compliance;
- identify environmental aspects and risks and set measurable continual-improvement objectives;
- measure and reduce energy consumption and greenhouse gas emissions, including relevant emissions, and increase energy efficiency and the use of renewable energy;
- use water, raw materials and other natural resources efficiently and prevent pollution of air, water and soil;
- prevent waste generation, promote reuse, recycling and circular solutions, and manage hazardous waste lawfully;
- maintain a chemicals register, safety data sheets and declarations of conformity and comply with applicable substance restrictions and customer requirements, including REACH and RoHS where applicable;
- manage noise, land use, biodiversity impacts and the life cycle of products or services;

provide VAR, upon request, with data needed to calculate product environmental and carbon footprints.
Additional environmental requirements: the supplier shall plan decarbonisation through measurable emission-reduction targets and actions proportionate to the significance of impacts, address water quality, consumption and management and soil quality, and prevent illegal deforestation and related biodiversity loss. Where relevant to its activities or supply chain, it shall ensure animal welfare and lawful, responsible treatment of animals. It shall notify VAR of significant environmental incidents and changes affecting agreed supplies or compliance. Environmental requirements shall also be defined for specific goods, services and outsourced processes, considering significant life-cycle impacts.
Energy performance in procurement: when procuring equipment, appliances and services significantly affecting VAR's energy performance, Purchasing shall define energy-performance criteria over the expected operating lifetime and inform the supplier that energy performance forms part of bid evaluation. The supplier shall provide verifiable data on energy consumption, efficiency, operating conditions and improvement opportunities. Energy-purchasing specifications shall include relevant quality, measurement and energy-performance requirements and agreed energy-source attributes.

7. Odgovorno pridobivanje surovin

Dobavitelj izvaja tveganju prilagojen skrbni pregled izvora in dobavne verige surovin po okviru OECD za odgovorne dobavne verige mineralov. Za izdelke VAR posebno pozornost nameni aluminiju oziroma boksitu, bakru, niklju, jeklu oziroma železu in cinku. Glede na sestavo izdelka in zahteve kupca pregled zajema tudi kositer, tantal, volfram in zlato (3TG), kobalt, naravni grafit, litij, naravno sljudo ter druge relevantne minerale ali surovine. Cilj je preprečiti prispevanje k oboroženim konfliktom, hudim kršitvam človekovih pravic, otroškemu ali prisilnemu delu, korupciji in težkim okoljskim vplivom. Dobavitelj na zahtevo VAR razkrije države izvora in relevantne talilnice oziroma rafinerije ter dokumentirano preprečuje, zmanjšuje, spremlja in razkriva ugotovljena tveganja.
Pet korakov OECD: dobavitelj vzpostavi politiko, odgovornosti, sledljivost in sistem upravljanja; prepoznava in ocenjuje tveganja; izvaja načrt njihovega obvladovanja in spremlja izboljšave; pridobiva oziroma preverja neodvisne presoje ustreznih kontrolnih točk, zlasti talilnic in rafinerij; ter letno javno poroča o izvedenem skrbnem pregledu ob varovanju zaupnih podatkov. Obseg prilagodi položaju v dobavni verigi in tveganjem; od nadaljnjega uporabnika se ne zahteva avtomatična lastna presoja vsakega rudnika.
Orodja RMI in kakovost podatkov: dobavitelj na zahtevo predloži aktualni CMRT za 3TG, EMRT za kobalt, baker, naravni grafit, litij, naravno sljudo in nikelj ter AMRT za dodatne minerale zunaj obsega CMRT in EMRT, skladno z aktualnim obsegom ustreznega orodja RMI, ali dogovorjeno primerljivo dokazilo. Jasno navede poročevalsko obdobje ter obseg družbe, izdelkov in surovin. Obrazci niso certifikati skladnosti. Dobavitelj preveri popolnost, verodostojnost in neskladja podatkov ter status relevantnih talilnic in rafinerij; manjke odpravlja pri poddobaviteljih, dokumentira nadaljnje ukrepe in sporoči omejitve sledljivosti.

8. Prijave kršitev in zaščita prijaviteljev

Dobavitelj vzpostavi dostopen, zaupen in nepristranski mehanizem za prijavo kršitev, ki je na voljo zaposlenim, pogodbenikom in drugim prizadetim osebam. Omogoči anonimno prijavo, kjer je zakonsko dopustna, prepove povračilne ukrepe, zagotovi pravočasno obravnavo in spremlja učinkovitost ukrepov. Kršitve tega kodeksa, ki se nanašajo na poslovanje z VAR, se lahko prijavijo po kanalu VAR: **zaupnik@var.si**.

7. Responsible Sourcing of Raw Materials

The supplier shall conduct risk-based due diligence on raw-material origin and supply chains using the OECD framework for responsible mineral supply chains. For VAR products, particular attention shall be paid to aluminium/bauxite, copper, nickel, steel/iron and zinc. Depending on product composition and customer requirements, the review shall also cover tin, tantalum, tungsten and gold (3TG), cobalt, natural graphite, lithium, natural mica and other relevant minerals or raw materials. The objective is to prevent contribution to armed conflict, severe human-rights abuses, child or forced labour, corruption and severe environmental impacts. Upon VAR's request, the supplier shall disclose countries of origin and relevant smelters or refiners and document the prevention, mitigation, monitoring and disclosure of identified risks.
Five OECD steps: the supplier shall establish a policy, responsibilities, traceability and management systems; identify and assess risks; implement a risk-management plan and monitor improvements; obtain or review independent audits at relevant control points, particularly smelters and refiners; and report publicly each year on due diligence undertaken while protecting confidential information. The scope shall reflect the supplier's position in the supply chain and risks; downstream users are not automatically required to audit every mine themselves.
RMI tools and data quality: upon request, the supplier shall provide a current CMRT for 3TG, EMRT for cobalt, copper, natural graphite, lithium, natural mica and nickel, and AMRT for additional minerals outside CMRT and EMRT scope, consistent with the current scope of the relevant RMI tool, or agreed equivalent evidence. The reporting period and company, product and material scope shall be clearly specified. These templates are not certificates of conformity. The supplier shall check data completeness, credibility and inconsistencies and the status of relevant smelters and refiners; resolve gaps with sub-suppliers, document follow-up actions and disclose traceability limitations.

8. Reporting Violations and Whistleblower Protection

The supplier shall establish an accessible, confidential and impartial reporting mechanism available to employees, contractors and other affected persons. Anonymous reporting shall be enabled where legally permitted, retaliation shall be prohibited, reports shall be handled in a timely manner and the effectiveness of measures shall be monitored. Violations of this Code relating to business with VAR may be reported through the VAR reporting channel: **zaupnik@var.si**.

Mehanizem mora biti razumljiv in dostopen tudi delavcem v dobavni verigi ter prizadetim skupnostim. Dobavitelj v obravnavo in odpravo posledic ustrezno vključi prizadete osebe ali njihove predstavnike ter najmanj letno in ob pomembnih dogodkih preverja učinkovitost mehanizma. Uporaba mehanizma ne omejuje dostopa do sodnih, upravnih ali drugih zakonitih poti varstva.

9. Izvajanje, dokazila in sodelovanje

Zahteve tega kodeksa so javno objavljene na spletni strani VAR. Dobavitelj mora na zahtevo VAR pravočasno, popolno in resnično razkriti informacije ter predložiti verodostojna dokazila o izpolnjevanju zahtev. Zahtevani obseg informacij in dokazil se določi glede na ocenjeno tveganje dobavitelja. VAR lahko sam ali prek pooblaščene tretje osebe izvede pregled dokumentacije ali presojo na lokaciji, pri čemer upošteva varovanje zaupnih informacij. Dobavitelj mora na zahtevo VAR razkriti tudi pomembne kršitve, incidente, preiskave pristojnih organov ali spremembe, ki bi lahko vplivale na skladnost, dobavo, kakovost, varnost ali ugled.

Preverjanje vključuje tveganju prilagojen samoocenjevalni vprašalnik in pregled priloženih dokazil; prazna predloga ali izjava brez ustrezne podlage ne dokazuje izvajanja. Glede na tveganje VAR izvede ali pridobi presojo druge oziroma tretje strani ter preveri obseg, veljavnost in ugotovitve dokazil. Dobavitelj omogoči dogovorjeno preverjanje in spremljanje korektivnih ukrepov tudi pri relevantnih posrednih dobaviteljih. Pomembne kršitve in incidente, ki lahko vplivajo na VAR, sporoči brez odlašanja, ne glede na predhodno zahtevo VAR.
Ob neskladnosti dobavitelj izvede analizo vzroka, takojšnje omejitvene ukrepe, korektivni načrt z odgovornostmi in roki ter preverjanje učinkovitosti. VAR lahko ob hudih, namernih, prikritih ali ponavljajočih se kršitvah omeji nova naročila, zahteva dodatno presojo, suspendira odobritev ali prekine poslovno razmerje.
Korektivni načrt mora vključevati zaščito prizadetih oseb in odpravo oziroma sodelovanje pri odpravi škodljivih posledic. Pri odločitvah o omejitvi ali prekinitvi sodelovanja VAR oceni tudi možne dodatne posledice za delavce in skupnosti ter ravna odgovorno, brez zmanjševanja zakonskih ali pogodbenih obveznosti.

10. Dodatek A – postopek ESG obvladovanja dobaviteljev

The mechanism shall be understandable and accessible to supply-chain workers and affected communities. The supplier shall appropriately involve affected persons or their representatives in handling complaints and remedying impacts and assess the mechanism's effectiveness at least annually and following significant events. Using the mechanism shall not restrict access to judicial, administrative or other lawful remedies.

9. Implementation, Evidence and Cooperation

The requirements of this Code are publicly available on the VAR website. Upon request, the supplier shall disclose information and submit credible evidence of compliance in a timely, complete and truthful manner. The scope of information and evidence required shall be determined according to the supplier's assessed risk. VAR may review documentation or conduct an on-site audit itself or through an authorised third party, subject to protection of confidential information. Upon request, the supplier shall also disclose significant violations, incidents, investigations by competent authorities or changes that could affect compliance, delivery, quality, safety or reputation.

Verification shall include a risk-based self-assessment questionnaire and review of supporting evidence; an empty template or an unsupported declaration does not demonstrate implementation. Depending on risk, VAR shall perform or obtain second- or third-party audits and check the scope, validity and findings of evidence. The supplier shall enable agreed verification and monitoring of corrective actions at relevant indirect suppliers as well. Significant violations and incidents potentially affecting VAR shall be reported without delay, irrespective of any prior request from VAR.
In the event of nonconformity, the supplier shall perform root-cause analysis, implement immediate containment, prepare a corrective-action plan with responsibilities and deadlines, and verify effectiveness. In cases of serious, intentional, concealed or repeated violations, VAR may restrict new orders, require an additional audit, suspend approval or terminate the business relationship.
The corrective-action plan shall include protection of affected persons and remediation of, or cooperation in remedying, adverse impacts. When deciding to restrict or terminate a relationship, VAR shall also assess potential additional impacts on workers and communities and act responsibly without reducing statutory or contractual obligations.

10. Appendix A – ESG Supplier Management Process

- **Predkvalifikacija:** dobavitelj mora pred začetkom poslovnega sodelovanja sprejeti in spoštovati ta kodeks ter druge veljavne pogoje podjetja VAR.
- **Ocena ESG tveganja:** nabava ocenjuje dobavitelje glede na državo, dejavnost, surovine, okoljske vplive, delovne pogoje, incidente, kritičnost dobave, zahteve kupcev in informacije o skladnosti.
- **Razvrstitev:** nabava upošteva verjetnost in resnost vpliva, inherentno in preostalo tveganje ter dobavitelja razvrsti v nizko, srednje ali visoko tveganje; rezultat se evidentira.
- **Razkritje in dokazila:** dobavitelj mora na zahtevo VAR pravočasno, popolno in resnično razkriti informacije ter predložiti ustrezna dokazila. CMRT, EMRT, AMRT ali primerljiva panožna dokazila se zahtevajo, kadar so relevantna.
- **Preverjanje:** pri povišanem tveganju lahko VAR zahteva dodatna pojasnila, pregled ali presojo, po potrebi tudi na nižjih ravneh dobavne verige.
- **Korektivni ukrepi:** dobavitelj pripravi analizo vzroka in načrt ukrepov z odgovornostjo, rokom in preverjanjem učinkovitosti.
- **Ponovna ocena:** visokotvegani dobavitelji se ocenijo najmanj letno; drugi po internem postopku; izredna ocena se izvede ob pomembnih spremembah ali incidentih.
- **Eskalacija:** hude ali ponavljajoče se kršitve se predložijo pristojnim funkcijam in vodstvu.

Pravila trajnostnega naročanja in dokazovanja: nabava skupaj s kakovostjo oziroma nosilcem ESG in pristojnimi strokovnimi funkcijami pred izborom določi ESG merila, minimalne pogoje odobritve ter pogoje za časovno omejeno odobritev z načrtom izboljšav. Hude kršitve, ki pomenijo zakonsko prepoved sodelovanja ali nesprejemljivo neobvladano tveganje, se stopnjujejo vodstvu in preprečijo odobritev do ustrezne odprave. Ocena prednostno upošteva resnost vpliva na ljudi in okolje; poslovna kritičnost ne upravičuje prezrtja kršitev. Obravnava lastno poslovanje, neposredne in relevantne posredne dobavitelje (Tier n), države izvora, materiale in procese ter stroške in vplive skozi življenjski cikel. VAR dobavitelje ocenjuje s samoocenjevanjem in dokazili ter izvaja program tveganju prilagojenih pregledov in presoj. Sporazumi o izboljšavah vsebujejo roke, odgovornosti in preverjanje učinkovitosti. Nabava vodi sledljivo evidenco ocen, odločitev, prejetih obrazcev o surovinah, preverjanj in ukrepov skladno s pravili hrambe. Matrika SAQ 18a poveže vsako uveljavljano področje z določbo kodeksa in dokazilom. Prazne predloge in načrtovane aktivnosti se ne prikazujejo kot izvedene.

- **Prequalification:** before the business relationship begins, the supplier shall accept and comply with this Code and other applicable VAR terms and conditions.
- **ESG risk assessment:** Purchasing assesses suppliers based on country, activity, raw materials, environmental impacts, working conditions, incidents, supply criticality, customer requirements and available compliance information.
- **Classification:** Purchasing considers likelihood and severity of impact, inherent and residual risk, and classifies the supplier as low, medium or high risk; the result is recorded.
- **Disclosure and evidence:** upon request, the supplier shall disclose information and provide appropriate evidence in a timely, complete and truthful manner. CMRT, EMRT, AMRT or comparable industry evidence is required where relevant.
- **Verification:** where elevated risk is identified, VAR may request additional explanations, a review or an audit, including lower tiers of the supply chain where necessary.
- **Corrective actions:** the supplier shall prepare root-cause analysis and an action plan with ownership, deadline and effectiveness verification.
- **Reassessment:** high-risk suppliers are reassessed at least annually; other suppliers according to the internal procedure; an extraordinary reassessment is performed following significant changes or incidents.
- **Escalation:** serious or repeated violations are escalated to the relevant functions and management.

Sustainable procurement and evidence rules: before selection, Purchasing, together with Quality or the ESG owner and relevant specialist functions, shall define ESG criteria, minimum approval conditions and conditions for time-limited approval subject to an improvement plan. Serious violations involving a legal prohibition on cooperation or unacceptable uncontrolled risk shall be escalated to management and prevent approval until adequately resolved. Assessment shall prioritise the severity of impacts on people and the environment; business criticality shall not justify disregarding violations. It shall cover own operations, direct and relevant indirect suppliers (Tier n), countries of origin, materials and processes, and life-cycle costs and impacts. VAR shall assess suppliers through self-assessment and evidence

10.1 Merila za povišano ESG tveganje

- visoko tvegane države ali območja izvora;
- kritične surovine;
- delovno intenzivne dejavnosti in ranljive skupine;
- nevarni procesi ter pomembni okoljski vplivi;
- incidenti, regulatorni ukrepi, prijave ali nesodelovanje;

visoka kritičnost za proizvodnjo, kakovost ali zahteve kupcev.

11. Odgovornosti in pregled

Ta kodeks operativno dopolnjuje Kodeks etike NZD-111, navodilo Trajnostno upravljanje in družbena odgovornost NZP-19, Politiko podjetja PK-15, Priročnik kakovosti za dobavitelje in pravila zaščite prijaviteljev PK-13. Podrobnejši način notranjega ocenjevanja, potrjevanja, spremljanja in eskalacije dobaviteljev se izvaja po veljavnih notranjih postopkih VAR.

Nabava vključuje zahteve kodeksa v izbor, odobritev in spremljanje dobaviteljev, ocenjuje ESG tveganja in določa potrebna razkritja, dokazila, ukrepe ali preverjanje. Kakovost oziroma nosilec ESG ter druge strokovne funkcije sodelujejo glede na vsebino tveganja. Vodstvo odloča o pomembnih eskalacijah in najmanj letno pregleda učinkovitost sistema.
VAR zagotavlja usposobljenost nabave in sodelujočih funkcij za trajnostno naročanje, dobavitelje seznanja z zahtevami in jim glede na tveganje ter možnosti zagotavlja pojasnila ali podporo pri izboljšavah. Najmanj letni pregled vključuje delež dobaviteljev, ki so prejeli zahteve, delež dokazljivo zavezanih in ocenjenih dobaviteljev, pokritost visokotveganih dobaviteljev s preverjanji, pravočasnost ter učinkovitost korektivnih ukrepov, popolnost relevantnih podatkov o surovinah in pomembne prijave. Vodstvo določi cilje in potrebne izboljšave. Kodeks in uporabljeni sklici se pregledajo ob spremembah zakonodaje, zahtev kupcev, relevantnih standardov ali ugotovljenih tveganj; odobritev izdaje in izvedba aktivnosti se dokumentirata.

10.1 Criteria for Elevated ESG Risk

- high-risk countries or sourcing regions;
- critical raw materials;
- labour-intensive activities and vulnerable groups;
- hazardous processes and significant environmental impacts;
- incidents, regulatory measures, grievances or failure to cooperate;

high criticality for production, quality or customer requirements.

11. Responsibilities and Review

This Code operationally supplements the NZD-111 Code of Ethics, NZP-19 Sustainability Management and Social Responsibility instruction, PK-15 Corporate Policy, the Supplier Quality Manual and PK-13 Whistleblower Protection Rules. Detailed internal assessment, approval, monitoring and escalation of suppliers is carried out in accordance with applicable VAR internal procedures.

Purchasing integrates the Code requirements into supplier selection, approval and monitoring, assesses ESG risks and determines the required disclosures, evidence, actions or verification. Quality or the designated ESG owner and other specialist functions participate according to the nature of the risk. Management decides on significant escalations and reviews system effectiveness at least annually.
VAR shall ensure that Purchasing and participating functions are competent in sustainable procurement, communicate requirements to suppliers and provide explanations or improvement support according to risk and available means. The review, conducted at least annually, shall cover the proportion of suppliers receiving requirements, the proportion demonstrably bound by them and assessed, verification coverage of high-risk suppliers, timeliness and effectiveness of corrective actions, completeness of relevant raw-material data and significant complaints. Management shall set objectives and necessary improvements. The Code and references used shall be reviewed following changes in legislation, customer requirements, relevant standards or identified

12. Veljavnost in objava

Kodeks se dobaviteljem zagotovi z objavo na spletni strani VAR in elektronskim obvestilom, ki opredeli različico ter omogoča dostop do besedila. Za posameznega dobavitelja postane zavezujoč na podlagi vključitve v veljavne nabavne pogoje, naročilo, pogodbo ali drug sprejeti dokument oziroma na podlagi izrecnega dokumentiranega sprejema, skladno z veljavnimi pravili in dogovorjenim datumom uporabe. Lastnoročni podpis ni edina dopustna oblika sprejema. Sam prejem obvestila ali molk dobavitelja ne nadomeščata dokazila o pogodbeni zavezanosti.

Nabava hrani dokazila o odobreni različici, objavi in obvestilu, datumih, seznamu prejemnikov, odzivih, pogodbeni vključitvi ali sprejemu in datumu začetka uporabe za dobavitelja. Pred uporabo določb o zavezujočnosti in ob spremembah načina vključitve pristojna pravna funkcija preveri njihovo skladnost z veljavnimi pogoji poslovanja. Za obstoječe dobavitelje brez ustrezne podlage se pridobi sprejem oziroma uredi pogodbeno vključitev.

Dobavitelj lahko v desetih delovnih dneh od obvestila poda obrazložene pisne pripombe. VAR jih obravnava in pisno uskladi odprta vprašanja; ta rok sam po sebi ne ustvarja sprejema, ne spreminja že dogovorjene zavezujočnosti in ne nadomešča pogodbenega postopka za spremembe. Odstopanja morajo biti pisno odobrena ter ne smejo posegati v obvezne zakonske zahteve. Sprejem in spoštovanje kodeksa sta pogoj sodelovanja skladno s poglavjem 1.

risks; approval of the version and implementation of activities shall be documented.

12. Validity and Publication

The Code shall be made available to suppliers through publication on the VAR website and an email notification identifying the version and providing access to the text. For an individual supplier, it becomes binding through incorporation into applicable purchasing terms, a purchase order, a contract or another accepted document, or through explicit documented acceptance, in accordance with applicable rules and the agreed effective date. A handwritten signature is not the only permissible form of acceptance. Receipt of notification or supplier silence alone does not replace evidence of contractual commitment.

Purchasing shall retain evidence of the approved version, publication and notification, dates, recipient lists, responses, contractual incorporation or acceptance and the supplier’s effective date. Before provisions on binding effect are used, and whenever the method of incorporation changes, the responsible legal function shall check their consistency with applicable business terms. For existing suppliers without an appropriate basis, acceptance or contractual incorporation shall be obtained.

The supplier may submit reasoned written comments within ten working days of notification. VAR shall review them and resolve outstanding matters in writing; this period does not itself constitute acceptance, alter an already agreed binding commitment or replace the contractual amendment procedure. Deviations shall be approved in writing and shall not derogate from mandatory legal requirements. Acceptance of and compliance with this Code are conditions of cooperation in accordance with Section 1.