

**CLOSED**

**Code of Conduct**

# Code of Conduct

## Child Labour

The Supplier guarantees not to support Child Labour in any case. That means, the business partner must not employ children whose age is under the minimum lawful age established by applicable provisions of the law in force of the country where the production unit is located.

## Hard Labour

The Supplier undertakes not to work with Hard Labour whether in form of prison-, indentured- or bonded. It must not be used if such is not permitted by the regulations and provisions of the law in force in the country where the production unit is located.

## Coercion and Harassment

The Supplier affirms that the cooperation between employer and worker is about an ethically right relationship in a respectful and dignified way. It must not apply physical punishments, make threats of violence or other forms of physical, sexual, psychological abuse, harassment or verbal abuse.

## Discrimination

The Supplier shall not apply any form of discrimination in hiring and managing employment policies. This includes payment of wages, granting of benefits, career advancements, dismissal or retirement based on race, religion, age, nationality, social or ethnic origins, sexual preference, sex, political opinions or disabilities.

## Associations

The Supplier undertakes to respect the right of employees to take part in trade associations, in a lawful and responsible manner, without applying any discrimination and without any form of interference.

## Health and Safety

A safe and hygienic working environment at the workplace must be provided. It must comply with the applicable health and safety provisions of the law and must guarantee at least, reasonable access to drinkable water, toilets and washrooms, fire-fighting systems and adequate lightning and ventilation systems. The Supplier guarantees that the same health and safety standards shall be applied in any lodging that is available for its employees.

## Wages

The Supplier undertakes to conform to the applicable regulations and provisions of the law regarding wages and working hours, including those regarding the minimum wage rates, overtime rate, seniority increases and other wage related requisites and to pay the contributions that are compulsory by law. Should the applicable provisions of the law not provide for overtime pay, the Supplier shall pay the employees at least the standard wages for overtime hours. Except of exceptional business requirements, the Supplier shall not require its employees to work (a) for more than 48 (forty eight) hours per week and for more than 12 (twelve) hours of overtime per week or (b) for more than the standard and overtime work limits permitted by the applicable laws not establishing any limits, for more than the standard working week established by the law of such country plus 12 hours of overtime. Moreover, except in the case of exceptional business requirements, the employees shall have the right to have at least one day off every seven days. In countries where industrial standards are higher than requirements provided for by the law, the Supplier shall be open to apply its best efforts to adopt such standards.

## Environmental Protection

The Supplier must make progressive improvement in environmental performance in their own operations and require the same of their partners, suppliers and subcontractors. He also respect all the applicable environmental protection laws and regulations.

## Harmful Chemicals

The Supplier has the responsibility to know when and where harmful chemicals are released or used along the supply chain. They are bound by signing the Code of Conduct to remove harmful chemicals from our products to secure our quality standard, according to the attached minimum requirements for all products and the packaging.

## Use of Toxic Substances

The Supplier undertakes not to use toxic, harmful or polluting substances in the manufactures of the products and to strictly respect the applicable provisions of the law regarding the process treatments that may be used.

### **Other Laws**

The Supplier undertakes to respect all the applicable laws and regulations, including laws and regulations regarding production, fixing of prices, sale and distribution of products.

### **Assignment of Contract**

Unless there is a CLOSED's prior written consent followed by the sub-contractor's written commitment to respect all rules of the present Code of Conduct, the Supplier must not cooperate with any sub-contractors for the manufacturing of the products.

### **Monitoring and Compliance**

The Supplier authorizes CLOSED and its representatives to carry out monitoring actions in order to ensure compliance with the Code of Conduct, including inspections without prior notice at the production units and at the lodgings provided for employees, checking of books and registers concerning issues of employed personal, and carrying out private interviews with employees. The Supplier undertakes to keep at its headquarters all the documents that may be needed to prove compliance with the present Code of Behaviour.

### **Publishing**

The Supplier shall take all the measures which are required in order to ensure that the provisions of the present Code of Conduct are made known to its employees by publishing the present Code of Conduct in the local language and displaying it where the employees can easily have access to, whenever they require.

In the case of a non-compliance with the provisions of the present Code of Conduct, CLOSED has the right to request the Supplier to carry out all the measures needed to rectify any non-compliance with the Code of Conduct. Should the Supplier fail the amendment, CLOSED reserves the right to cancel any existing orders and to terminate any existing relationship with the supplier.

### **Quality**

By signing the Code of Conduct the Supplier is indented to follow the quality standards from the Quality handbook.

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Place and Date

For acceptance:

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(stamp and signature of the legal representative)