

The Boogaard Supplier Code of Conduct



Boogaard Textiles BV (“**Boogaard**”, “**us**”, “**we**”) is dedicated to conducting business and relationships in a lawful, ethical and socially responsible manner. A part of this dedication is requiring that our suppliers of goods and services (“**you**”) conduct business for and on behalf of Boogaard in full compliance of all applicable laws and ethics so that Boogaard can ensure to its customers that the goods they receive from us have been sourced responsibly. This is of utmost important to us not only for our business model but to our core principles and values, so for this reason Boogaard will not work with suppliers who hinder us from being able to make such declarations at all times. It is therefore critical not only that you understand the requirements and expectations that Boogaard has for our suppliers, but that your own supply chain who provides you with goods and services in relation to your commercial dealings with Boogaard (“**your business**”) complies with this Code because their compliance is a part of yours.

1. **ANTI-BRIBERY AND ANTI CORRUPTION**

- You will ensure that your business does not and will not offer to or give someone an advantage to encourage the potential receiver to perform its functions or activities improperly or to reward that person for having already done so. This includes facility or kickback payments that “encourage” the timely processing of administrative procedures. Attempts to bribe or being bribed are crimes in most countries and always carry liability.
- As our supplier, your business will be entirely free of bribery.

2. **CHILD LABOUR**

- You will not employ on a full-time basis any person under the statutory minimum age for the completion of compulsory education, or employ on any basis any person under the minimum age of employment.
- Any work which is likely to jeopardise children’s physical, mental or moral health, safety or morals should not be done by anyone under the age of 18.
- Your business will at all times comply with the UN Convention of the Rights of the Child.

3. **FORCED LABOUR AND HUMAN TRAFFICKING**

In addition to always meeting the requirements of the UN Abolition of Forced Labour Convention, you will ensure that in regards to your business:

- forced or involuntary labour, slavery, servitude or trafficking in human beings will not be tolerated in any form. This includes the prohibition of prison, indentured and bonded labour and the transportation, harbouring, recruitment, transfer, receipt or employment of persons by means of threat, force coercion, abduction, fraud or payments to any person having control over another person by such means;
- workers’ original government issued identification or work permits will not be withheld. You will not impose unreasonable restrictions on movement upon entering or leaving the country or place(s) of work and all workers will be entitled to accept or leave their employment freely
- you continuously take measures to ensure modern day slavery is not taking place within your supply chain;
- you will not require workers to work to repay a debt owed to you or a third party and
- workers’ conditions of employment are clearly conveyed to them in writing in a language they comprehend.

4. **WORKING CONDITIONS AND STANDARDS**

In addition to complying with local labour laws:

- you are required to comply with all applicable regulations to prevent illegal, clandestine and undeclared employment;
- you will ensure the timely payment of wages and benefits, including overtime pay at timelines that meet local statutory requirements and that these are paid on a regular basis and no less than monthly;
- if there is no legal minimum wage or rate for overtime pay in the country concerned, you must ensure that the wages are at least equal to the average minimum in the relevant industrial sector and that overtime pay is at least the same as the usual hourly compensation;
- wage deductions shall not be used as a disciplinary measure or for any illegal or illegitimate purpose;

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- you will ensure that you will not require workers to work more than the maximum hours of daily labour as set by applicable labour laws the maximum hours shall include overtime hours;
- workers are entitled to the minimum number of days off established by applicable laws and at a minimum must have at least one day off in every seven-day period;
- all workers in your business will be provided with a working environment that complies with all health and safety regulations including those that are applicable to housing provided by you;
- your business will not interfere with your workers in their freedom of association or right to collective bargaining and you will guarantee that all workers receive benefits stipulated in any such collective bargaining agreement;
- you will ensure that all of your workers are treated fairly in accordance with their abilities and qualifications and that you will not discriminate against your workers or potential workers in particular with regards to wages, hiring, access to training, promotion, maternity protection and dismissal on the basis of race or ethnic origin, religion, gender, sexual orientation, disability, age, nationality or any other basis prohibited by law; and
- your business will treat its workers with dignity and respect and will never in any circumstance subject its workers to threats of or actual violence, physical punishment, confinement or any form of physical, sexual, psychological or verbal harassment or abuse.

For the avoidance of doubt, “worker(s)” includes full time employees, part time employees and consultants.

5. TRANSPARENCY

- You will register your company on www.sedexglobal.com to promote transparency in supply chain and understand that you may be required by Boogaard to upload certain factory audit findings (SMETA 4 Pillar) on the portal.
- You confirm (a) that Boogaard may audit your business to ensure its compliance with this Code (Boogaard Textiles will endeavour to cause the least business disruption to your organisation as possible within its control) and (b) that your cooperation by allowing Boogaard or its representatives access to your organisation’s facilities, records and employees in such an audit is a condition of your commercial relationship with Boogaard.

6. ENVIRONMENT

- We take measures to protect the environment seriously, which includes cooperation from our suppliers to ensure application of best practices throughout our supply chain.
- Your business will comply with all applicable environmental laws and regulations and is committed to improving and investing in efforts to run in an environmentally responsible manner.
- The OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas provides detailed recommendations to help companies respect human rights and avoid contributing to conflict through their mineral purchasing decisions and practices. When your organization uses any minerals or metals in its supply of goods or services to Boogaard, you will conduct a country of origin inquiry to determine whether any of the conflicts minerals originate from conflict-affected and high-risk areas such as the Democratic Republic of the Congo and surrounding countries including Angola, Burundi, Central African Republic, Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia and issue a declaration of conflicts minerals for each product.

7. INSPECTION

- We reserve the right to confirm compliance with this Code of Conduct and to conduct compliance audits at our suppliers and you must procure we can conduct such audits at your suppliers and subcontractors. You must provide all necessary information and facilitate access by us and/or our representatives in order for us to verify compliance with this Code of Conduct. You must commit to improving and/or correcting any deficiencies identified.

8. ACCURATE RECORDS AND ACCESS TO INFORMATION

- You are required to keep proper records to demonstrate compliance with this Code of Conduct. You must provide our representatives with access to complete, original and accurate records.

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By signing this Code, you:

- you warrant that the dealings that you have with us or on behalf of us will comply with this Code;
- understand that wilful or reckless non-compliance with this Code on the part of your organisation and your relevant supply chain will constitute a breach of warranty of your services and Boogaard may terminate all commercial transactions without penalty and without prejudice to the other rights of Boogaard or remedies it might seek;
- understand that non-compliance of this Code may cause Boogaard to incur liability for which you would be under an obligation to fully remedy. You hereby confirm your understanding that such damage to business and reputation that your non-compliance can cause to Boogaard is often immeasurable until the same has manifested;
- understand that you are under an obligation to report any instances of non-compliance to Boogaard.

Signed for and on behalf of:

Company name:

Name of Signatory:

Signatory's Title:

Date of Signature:

Month:

Day:

Year:

Signature:
