

APG & Co Supplier Code of Conduct

This APG & Co Supplier Code of Conduct (Code) sets out the **minimum standards of ethical and responsible behaviour** that APG & Co expects from its suppliers and business partners. It is based on International Labour Organization (ILO) standards, national legislative requirements and accepted best business practice.

This Code sets out **fundamental requirements** for all of our suppliers and business partners (including all authorised sub-contractors or raw materials suppliers). The requirements of this Code **MUST be satisfied** if you supply goods and/or services to APG & Co.

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ALL SUPPLIERS TO APG & CO MUST:

1. APPLICATION OF THIS CODE

- **Read, understand and adhere** to this Code. If you require a translation of this Code into another language or further information about the requirements of this Code, please contact us at **contactus@apgandco.com**.
- Be aware that we will work with our suppliers to **support any improvements they need to take** to meet the requirements of this Code, but that we will also take action, which may involve **cancelling agreements** and **ceasing to trade**, if suppliers are not prepared to make appropriate changes and adhere to this Code.
- Be aware that APG & Co employs internal, as well as independent **auditors** to conduct reviews and **onsite inspections** and to ensure compliance with this Code. Detailed compliance records will be maintained in relation to each of our suppliers and their facilities.

2. TRANSPARENCY

- **Provide full transparency** in relation to any relevant supply chains and operations - including disclosure to APG & Co of all sources of raw materials, manufacturing sources or other information relating to the supply of goods or services (upon request from APG & Co or its authorised representative).
- Be aware that APG & Co reserves the right to **request sustainability and other relevant information** from its suppliers and to conduct **unannounced visits** to facilities producing goods or services for APG & Co.

3. COMPLIANCE WITH THE LAW

- **Comply with all relevant and applicable local laws** – and where a conflict in law or requirements arises, apply the highest standard.
- **Conduct business with honesty, integrity** and **respect for human rights and worker interests**.
- Ensure that staff working for the supplier are **currently and adequately trained**, to ensure their understanding of, and compliance with, this Code and adherence to quality assurance and control processes.

4. RECRUITMENT AND EMPLOYMENT TERMS

- Adopt and adhere to **conditions of employment that respect workers and safeguard their rights** under local and international labour laws and regulations.
- Ensure **workers shall not be charged any fees or costs for recruitment**, directly or indirectly, including costs associated with travel to a receiving country, or processing of official job-related documents and/or work visas in both home and host countries.
- Ensure **foreign workers are informed** of the basic terms of their employment before they leave their home country or region, if this is practicable.
- **Provide contracts of employment to workers** in their native language, clearly indicating their rights and responsibilities and conditions of employment, including wages, benefits, working hours, locations of the work, living conditions, housing and associated costs, work-related hazards, and other working and employment conditions.
- Not confiscate, destroy, withhold or otherwise deny workers' access to their **identity or immigration documents**, including work permits and travel documentation (e.g. passports).

- Not require workers to **lodge deposits** or **their identity papers** with employers.
- **Allow workers to leave their employment freely** after reasonable notice.
- Not employ a person **under the age of 15** - or under the age of completion of compulsory education – whichever is higher. All legal limitations regarding the employment of individuals under the age of 18 must be followed.

5. WORKING CONDITIONS

- **Provide a safe and healthy workplace** - which meets or exceed requirements of all relevant health and safety laws or requirements and is designed to prevent accidents or injury to workers.
- Adopt responsible measures to **mitigate negative impacts** that the workplace may have on its workers (e.g. nights shifts or any hazardous work).
- Ensure **disciplinary policies and procedures are clearly defined and communicated to all workers**, and shall not include any inhumane disciplinary measures, including any corporal punishment, mental or physical coercion, verbal abuse of workers, wage deductions, reductions in benefits, or compulsory labour.
- Ensure that workers shall have **unrestricted access to necessities such as clean drinking water and toilets** during both work and non-work hours at the work site or in employer provided or arranged housing.
- Ensure that workers' **freedom of movement shall not be unreasonably restricted**. Workers shall not be physically confined to the workplace or related premises, such as employer- or recruiter-operated residences, nor shall any other coercive means be used to restrict workers' freedom of movement or personal freedom.
- Not make **mandatory residence in employer-provided or arranged facilities** a condition of employment.

6. WAGES AND PAYMENTS TO WORKERS

- Ensure that all workers are paid a **fair living wage** (which should be at least the minimum wage required by applicable laws) and are provided all legally mandated benefits.
- Ensure that wage payments shall be made at **regular intervals and directly to workers**, in accordance with applicable laws, if any, take steps to ensure wages are not delayed, deferred, or withheld.
- Ensure that wage deductions must not be used to keep workers **tied to the employer or to their jobs**.
- Not hold workers in **debt bondage** or force individuals to work in order to pay off a debt.

7. WORKING HOURS

- Ensure workers are not required to **work in excess of the number of hours permitted by applicable local law**. Where the law is silent, normal working hours shall not exceed eight hours per day and 48 hours per week, and **total working hours including overtime shall not exceed 60 hours** per week.
- Take steps to ensure **overtime shall be purely voluntary**, unless part of a legally recognised collective bargaining agreement.
- Ensure no worker shall be made to work overtime **under the threat of penalty, dismissal, or denunciation to authorities**.
- Ensure that no worker shall be made to work overtime as a **disciplinary measure**, or for a **failure**.

8. FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

- Recognise and respect the right of workers to **freedom of association** and **collective bargaining**.
- Ensure all workers, without exception or distinction, have the right to join or form a **trade union** of the own choosing and to bargain collectively.

9. DISCRIMINATION, HARASSMENT OR ABUSE

- Treat its workers with **respect and dignity** and ensure that no worker is subject to any physical, sexual, psychological or verbal abuse.
- **Not discriminate in hiring or employment** on the basis of race, gender, religion, age, disability, sexual orientation, nationality, political opinion, social groups or ethnic origin.
- Ensure that individuals working on **tourist or temporary visas or migrant workers** shall benefit from conditions of work no less favourable than those available to country nationals (including but not limited to wages, benefits, and accommodations).

10. MODERN SLAVERY

Take all steps necessary to ensure that there is no:

- **slavery or forced servitude** of any kind;
- **trafficking in persons**;
- **forced, compulsory, bonded, indentured or prison labour**;
- **debt bondage**;
- labour facilitated by any form of **coercion or deception**;
- **child labour**;

in all of the suppliers (and authorised sub-contractor's) operations and supply chains.

11. OUTSOURCING OF PRODUCTION

- Not engage out-sourcing of agreed production unless this has been **authorised** by APG & Co.
- Ensure that any business partners used for outsourcing of production or supply of raw materials **retain information and documentation** to allow verification of compliance with all aspects of this Code.
- Be aware that APG & Co will not under any circumstances accept products or services from non-approved factories or sites.

12. CONSUMER LAW AND MANDATORY STANDARDS

- Ensure that all products supplied to APG & Co **comply with the law**, are **safe according to what consumers are reasonably entitled to expect** and conform with **all applicable Mandatory Safety and Information Standards** in force under the Australian Consumer Law and the New Zealand Fair Trading Act. (Note: A full list of Australia Mandatory Standards and Bans is published at www.productsafety.gov.au and for New Zealand at www.comcom.govt.nz).
- Ensure that all products supplied to APG & Co must comply with all **voluntary Australian and/ or New Zealand standards or comparable overseas standards** current at the time of supply, that apply to the product.
- Ensure that all representations and claims made in relation to any products supplied are **not false or misleading** and are able to be substantiated with verifiable evidence.

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- Ensure that products meet all the **applicable consumer guarantees** under the ACL including acceptable quality (e.g. safe, durable, no faults, acceptable appearance, function as expected, fit for purpose, accurately described, matches any sample or demonstration model, satisfying any express warranty and that spare parts and repair facilities available for reasonable period.
- Conduct a **pre-shipment inspection of the finished product** to verify that the product meets all the applicable requirements above.

13. BRIBERY AND CORRUPTION

- Ensure that suppliers and their workers do not **give or accept improper payments or gifts** in order to conduct business on behalf of APG & Co.
- **Declare any conflict of interest** in any business dealing with APG & Co of which the supplier or contractor is aware.
- Not engage in any APG & Co related business practice that:
 - results in **personal benefit** (other than as any employee or under a contractual arrangement to provide goods and services);
 - allows the **receipt of discounts** from contractors or suppliers (unless they are corporate agreed discounts that have been notified and made available to every employee);
 - involves the carrying on of **personal business** (unless this has been authorised by APG & Co);
 - involves **fraud** – which is the deliberate action by any person to create, falsify, destroy, deface or conceal any account, balance, record or document (or to allow for this action to be taken);
 - places the supplier in a position of **conflict of interest** – where it is involved in an activity for personal gain (for the individuals or the family) which conflicts with APG & Co's interests; and/or
 - involves **deception or misuse of position** with the intention of obtaining money, assets, services, information or any other benefit.

Ensure any business **entertaining or hospitality** with APG & Co is kept reasonable in nature and is only to be done for the purpose of maintaining good business relations. This should not be done to influence in any way how APG & Co awards future business.

14. ENVIRONMENT

- Take steps to **protect the long-term health of ecosystems** by preventing harm to the environment and by using natural resources responsibly.
- **Comply with all relevant environmental laws** at their facility – and in the local areas and communities in which they operate, particularly with respect to water, energy, hazardous chemicals, air quality and waste.
- Incorporate **environmentally responsible practices** into all activities that relate to the supply of goods and services to APG & Co.
- Pay strict attention to the proper management of water resources, and handle waste in a responsible manner (and in accordance with relevant local laws and regulations).
- Not use **hazardous, toxic or carcinogenic chemicals** during any of the production processes used in the manufacture or supply of products and services and seek out materials, dyes and fabrics that meet third party certification standards.
- Be aware that APG & Co **randomly tests orders** to ensure no toxic chemicals are present on our products.
- Proactively reduce its use of virgin raw materials and its impact on the environment by optimising raw materials usage and where possible **re-cycling and re-using** materials.

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- Where possible source raw materials that are third-party verified to ensure more **sustainable forestry and farming practices** and use sustainable fibre sources, alternative natural dyes and eco-friendly processing methods.

15. ANIMAL WELFARE

- **Not harm animals or rely on animal testing** in the manufacture of products for APG & Co.
- Take steps to ensure all farms producing wool, hair, down or other animal sourced materials for APG & Co products must meet the **'five freedoms' requirements in relation to treatment of animals** which are freedom from:
 - i. **hunger and thirst** - by ready access to fresh water and a diet to maintain full health and vigour;
 - ii. **discomfort** - by providing an appropriate environment including shelter and a comfortable resting area;
 - iii. **pain, injury or disease** - by prevention through rapid diagnosis and treatment;
 - iv. **an inability to express normal behaviour**: by providing sufficient space, proper facilities and company of the animal's own kind; and
 - v. **fear and distress** - by ensuring conditions and treatment which avoid mental suffering.
- Where possible, source raw materials or animal products that are third-party verified by a **humane certification program**.

16. RESTRICTED PRODUCTS AND RAW MATERIALS

- Ensure that raw materials do not include **species that are listed on the Convention on International Trade in Endangered Species (CITES)** or the IUCN red list as Critically Endangered, Endangered or Vulnerable.
- Not use **angora wool, animal fur, Karakul** (sheep and lamb) products or wool from mulesed sheep in the manufacture of products for APG & Co.
- Not use real animal fur – this includes fibres from fox, sable, mink, chinchilla, rabbit, muskrat, racoon dog and astrakhan.
- Not use **Uzbek raw cotton** (due to reports of the use of forced labour in cotton cultivation in Uzbekistan).
- Not use the following **potentially harmful substances** in facilities, operations or supply chains linked to the manufacture of products to be supplied to APG & Co - **Chromium VI, dimethyl fumarate (DMF), phthalates, alkylphenols or dispersion dyes**.
- Keep full records of, and comply with all applicable restrictions, standards and requirements relating to the use of any **azo dyes, chlorinated phenols or formaldehyde** in the manufacture of products to be supplied to APG & Co.

17. CONFIDENTIALITY

- Ensure that APG & Co's **confidential information**, know-how and intellectual property is respected and safeguarded.
- Take steps to ensure all information provided by APG & Co to the supplier or their workers, that is not in the public domain, is deemed confidential and it is **only to be used for its intended purpose**.

18. GRIEVANCE PROCEDURE

- Take steps to establish an effective, **confidential grievance process** to ensure that any worker, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.

19. CONTACT WITH APG & CO

- Understand that APG & Co aims to support and **work proactively with our suppliers and business partners to ensure legal compliance and promote best practice** within our business and supply chains. Please contact us to discuss the requirements of this Code at any time.
- If any worker, supplier, business partner or other individual believes this Code may have been violated, or if you require more information or support regarding the requirements of this Code, please email **contactus@apgandco.com**.

APG & Co Supplier Commitment

As a supplier and/or business partner to APG & Co I/we:

- understand that APG & Co is focussed on **continuously working to promote best practice within its business and supply chains**, is committed to going beyond compliance with our basic legal requirements, and aims to be an industry leader in ethics, transparency and responsible business dealings;
- confirm that we have read, understood and will adhere to the *APG & Co Supplier Code of Conduct* (the Code);
- commit to complying with the **fundamental requirements** as outlined in Code and to take whatever steps are required to implement them into our supply chains and operations;
- understand that a failure to comply with the Code may result in the **termination of our agreement** to supply of goods and/or services to APG & Co; and
- recognise that the Code is drafted in the English language, and that where there are other versions of the document, that the English version will prevail in any case of discrepancy.

Agent/Supplier Signature:

Agent/Supplier Name:

Signatory Name:

Title of Signatory:

Signature and Date:

Company Stamp/ Chop

Factory Signature:

Factory Name:

Signatory Name:

Title of Signatory:

Signature and Date:

Company Stamp/ Chop

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