

EMP



EXCLUSIVE MERCHANDISE PRODUCTS

CODE OF CONDUCT

Annex - Code of Conduct

As a supplier of EMP Merchandising Handelsgesellschaft mbH, we agree to observe the following principles of conduct:

1. Corporate responsibility

We guarantee that we always comply with the relevant legal and/or official regulations. Accordingly, we comply with the agreement of the International Labour Organisation (ILO) and the relevant United Nations standards. As a supplier, we adhere to the National Action Plan for Business and Human Rights (NAP) based on the guiding principles of the United Nations (UN). We respect and protect the globally applicable principles of labour, occupational safety and environmental protection laws regarding the protection of human rights. We guarantee that the goods we purchase are always produced in strict compliance with the minimum standards of the UN Guiding Principles. Through the application of suitable measures and tests, we ensure that all materials used for production, such as raw materials and semi-finished products, have also been purchased or manufactured in accordance with the UN guiding principles. We will not use any raw materials and/or other goods for the manufacture of the products intended for EMP in the event that any illegal violations of laws, standards or guiding principles are found and/or if there is reasonable suspicion of such a violation.

2. Standards for employment

Nobody who works with or for us should suffer any mental or physical harm. We are committed to the code of conduct described here and make it the basic principle of all our business relationships:

2.1. Forced labour

We do not tolerate and never use forced labour. Any form of slavery or forced labour, bonded labour or prison labour is prohibited. Employees must not be restricted in their personal freedom of movement.

2.2 Child labour

Child labour within the meaning of the ILO and UN conventions as well as national regulations is prohibited. The age limit for approved employment is not below the school age and in no case below 15 years (or 14 years, if this is permitted by national law in accordance with ILO Agreement 138). Each supplier is held directly responsible for violations of the prohibition of child labour if these should occur in their own production facilities or in the production facilities of their subcontractors. Appropriate measures to improve the situation of those affected must be taken immediately: the age, social background and education of the child must be taken into account in order to ensure their well-being in the future. Regulations protecting young workers must be followed.

2.3. Discrimination

We treat all employees equally. We do not discriminate against anyone based on characteristics such as gender, age, skin colour, race, caste, nationality, disability, sexual orientation, social or ethnic origin, religious or political convictions, membership in employee organisations (e.g. trade unions) or other legally protected characteristics. We respect the right to freedom of assembly and association, including the right to form or join trade unions. We respect the dignity of all employees and ensure that no employee is sexually, physically or psychologically harassed or abused.

2.4 Workplace health and safety

In our sphere of activity, especially with regard to the involvement of our suppliers, we will improve the health and safety protection of employees at work by introducing and monitoring suitable measures and/or specifications for occupational safety. We will take the necessary occupational safety measures, such as the provision of suitable protective clothing, etc., taking into account the circumstances, in order to guarantee the safety and health of employees during their work. We continuously check the above-mentioned measures for their effectiveness and, if necessary, adapt them to changing circumstances. We do not use hazardous production processes or chemicals that are prohibited by law, especially those that are expected to have adverse physical, chemical and/or biological effects. We are committed to occupational safety, for example by providing and using protective clothing as well as selecting and using specific work equipment, machines, devices, manufacturing processes, etc.

2.5. Working hours and pay

Our employees are appropriately remunerated for their work. We pay them at least the statutory or collectively guaranteed minimum wage in accordance with the applicable legal regulations. Working hours must be set in accordance with the relevant national laws.

2.6. Conditions of employment

Employment must be based on a formal document. This document must provide information on at least the following terms and conditions of employment: wages, period of wage payment, pension benefits, leave entitlement and notice period. The requirements of the Code of Conduct must not be circumvented through false training programmes, contract work or similar methods. Examples of such a document are an employment contract or a letter of employment.

2.7. Freedom of association

It is the right of employees and workers to form or join a workers' organisation (e.g. a trade union) of their own choosing for the purpose of collective bargaining. If the right to freedom of association is restricted by national law, employees and workers should be allowed to set up representatives to promote their interests and to communicate directly with their employers. In addition, the supplier should enable and support alternative forms of independent and free association for collective bargaining.

2.8. Environment

We, as well as our business partners such as suppliers, must introduce adequate measures to prevent or minimise harmful environmental influences caused by production processes. Suppliers will comply with all applicable environmental protection laws or contractually agreed provisions relating to the production process and end product. Suppliers are required to develop an environmental management system in order to provide their services in an environmentally-oriented manner as well as to improve and document this accordingly.

2.9. National legal regulations

In all cases, national legal regulations apply even if they are stricter than this code of conduct in terms of regulations and implementation. EMP reserves the right to terminate business relationships whenever serious violations of this code, national law and fundamental human rights are identified. The same applies in the case of systematic falsification and/or persistent lack of willingness to cooperate.

3. General obligations for suppliers

EMP strives to build and maintain long-term business relationships with all business partners. Business partners are expected to respect the code of conduct, adhere to social standards and conduct their business activities in a fair and honest manner. Specifically, EMP expects its business partners to meet the following general requirements:

3.1 Information

As a supplier, we are obliged to display this code in a freely accessible manner at all important workplaces. To ensure clarity, we will translate this code into the general language of the employees. We undertake to train employees and workers in their rights and obligations under this code and local laws.

3.2 Communication and reporting

As a business partner of EMP, we are also obliged to communicate the content of this standard to all our direct business partners and subcontractors and to ensure appropriate monitoring of the agreed standards. We will name a person as the contact person for EMP who is responsible for the implementation of the regulations contained within this code. In addition, we undertake to adequately document compliance with national laws and the code.

3.3 Verification

EMP expects without reservation that all business partners take convincing measures to ensure compliance with the requirements described. For the purpose of performance review and rapid progress in the development of producers, EMP and third parties authorised by EMP are entitled to visit all our production facilities as well as those of our business partners and their subcontractors for



control purposes at any time and without prior notice. It is forbidden for suppliers to share the results of inspection visits / audits which were instigated by EMP with third parties without prior authorisation by EMP. Due to reasons of potential competition with EMP, special agreements may be entered into with EMP and investigation providers.

3.4 Adherence to legal prescriptions and this code of conduct

As a business partner of EMP, we will comply with national legal provisions, in particular all labour and social laws and environmental protection regulations. In addition, we will follow the regulations of this code.

3.5 Corporate governance principles / corruption

We direct our economic organisation on the basis of appropriate and responsible management within the framework of the applicable law and generally recognised ethical values and implement these in our operational management and compliance structure. The principles of corporate management such as accountability, responsibility, transparency and integrity are observed in all areas of the business relationship. We will implement structural and operational preventive measures to prevent all forms of corruption such as bribery, fraud, extortion, facilitation payments, etc., as well as abuse of commercial powers.

3.6. Protection of rights, data and trade secrets

We observe all applicable laws for the protection of personal data of employees, customers, business partners and other data subjects. We respect the knowledge, trademark rights, patents, trade and business secrets of EMP and third parties. We do not pass on such information to third parties without prior written consent expressly given by EMP or in any other inadmissible manner. We ensure that there is no violation of the rights listed in this paragraph within our sphere of control and organisation. In particular, we will only sell goods under the EMP brand and/or goods produced by us on behalf of EMP to third parties, or allow them to be sold to third parties or to be placed on the market in any way with the express prior written consent of EMP.

4. Transparent business conduct

4.1 Corruption

We make decisions exclusively on the basis of objective criteria and do not allow ourselves to be influenced by personal interests and relationships. We refrain from any form of corruption. We ensure that our employees, subcontractors or representatives do not give or offer or accept any bribes, kickbacks, improper donations or other improper payments or advantages to customers, public officials or other third parties.

4.2 Fair competition

We adhere to the applicable antitrust laws and, in particular, do not enter into any anti-competitive agreements with competitors, suppliers or customers and do not abuse any dominant market position that may exist.

4.3 Collaboration and development

We are expressly ready to be cooperative as business partners of EMP and to support all activities on the part of EMP that represent an active contribution to the development of countries with regard to the standards of the United Nations and the ILO. We expect the same from our business partners.

We are determined about these expectations. Nevertheless, we are aware of the difficulties in implementing some of the requirements of these standards. If a violation on the part of a business partner (e.g. a supplier) leads to the termination of the business relationship, we offer our support in the search for solutions to difficult situations and in the development of the business partner concerned, in order to resume the business relationship without any further violations. We consider it a question of prudence and fairness to allow reasonable periods of time for the development of a partner's performance with regard to compliance with the standards and we offer support with documentation and compliance with the timeframe.

4.4 Complaints

Any person who becomes aware of violations of this standard or of the rights set forth and affirmed here is requested to contact us and EMP directly and to inform us (Dept. QM/CSR) in as much detail as possible about the possible violations. We commit ourselves and our business partners not to discriminate against any reporting person in any form, in particular if a contractual relationship (e.g. employment contract) exists with them.

4.5 Contact

By email:

compliance@emp.de

By post:

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