

# Supplier Code of Conduct

**M F B R A N D S**  
G R O U P

**AIGLE** 1853

**THE  
KOOPLES**

  
**LACOSTE**

**GANT**

 **Tecnifibre**

## INTRODUCTION

The MF Brands Group through its 5 inspiring brands: Aigle, Gant, Lacoste, Tecnifibre and The Kooples has become after over 100 years of activity a major player in its field. Throughout this time, we have kept two special characteristics: we've remained an independent family business, managed for four generations by the Maus family's vision, and we've continued to perpetuate the values of quality, excellence and social conscience held by our founders.

These values guide each of our brands actions and commitments in the supply chain, where they have strict requirements in terms of respect for human rights and environmental protection.

We are committed to establishing business relationships with partners whose policies regarding ethical, social, and environmental issues are consistent with our own, and the purpose of this document is to make the Supplier aware of our commitments and expectations.

This Supplier Code of Conduct, hereinafter referred to as the "Code", is based on internationally agreed upon standards, primarily the ten principles of United Nations Global Compact, covering human rights, labor rights, environmental care and anti-corruption.

This Code is mandatory for all business partners having a business relation with Gant by supplying goods and/or services, acting on behalf of or having collaborations with Gant such as e.g. suppliers, subcontractors, service providers and other organizations, hereafter referred to as "Suppliers".

The principles set out in this Code are minimum requirements. Suppliers must always comply with applicable international and national laws, regulations, and conventions. In the case of a conflict between national and international regulations, the regulation offering the most stringent protection shall be applied. Those regulations also will apply if they are more stringent than Gant's Code and/or policies.

As a supplier to Gant, you should read and comprehend the content in this supplier Code of Conduct and comply with it in all business with Gant. The supplier also takes the responsibility of informing all its employees concerned about the content in the Code and making sure they comply with the Code accordingly. In addition, the Supplier also takes the responsibility to inform all related subsidiaries and subcontractors about the Code to secure their awareness and possibility to comply.

Gant is committed to working with partners who agree to abide by the requirements set out in this Code and the principles put forward by:

The basic principles of human rights, as laid down in the International Bill of Human Rights (UNDHR, Civil and Social Covenant)

The UN Guiding Principles on Business and Human Rights (UNGPR)

The main Conventions of the International Labour Organization (ILO); especially convention 1921 (No.1), 1921 (No. 14), 1930 (No. 29), 1948 (No. 87), 1949 (No.95), 1949 (No. 98), 1957 (No. 105), 1970 (No. 131), 1973 (No. 138), 1999 (No. 182), 1951 (No. 100), 1958 (No. 111), 1981 (NO. 155), 2017 (no.205)

The OECD Guidelines for Multinational Enterprises

The OECD Due Diligence Framework for the Footwear and Garment Sector

The Dhaka Principles of Migration with Dignity

The basic principles of environmental protection

Conscious that the respect of this Code can only be possible through a collaborative relationship with its suppliers, Gant commits not to impose conditions on its suppliers which would prevent them from implementing the present Code.

Please sign the compliance commitment on the last page of this Supplier Code of Conduct and return it to Gant, indicating that you have received, read, understood, and agreed to comply with the Code.

## **HUMAN AND LABOR RIGHTS**

### **1. FREEDOM OF ASSOCIATION AND RIGHT TO COLLECTIVE BARGAINING**

- 1.1. Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively. The Supplier shall not interfere with, obstruct or prevent such legitimate activities.
- 1.2. All employers shall adopt an open attitude towards the activities of trade unions and their organizational activities.
- 1.3. Where the right to freedom of association and collective bargaining is restricted or prohibited under law, the Supplier shall not hinder alternative forms of independent and free workers representation and negotiation.
- 1.4. The Supplier shall not discriminate against or otherwise penalize worker representatives or trade union members because of their membership in or affiliation with a trade union, or their legitimate trade union activity.
- 1.5. The Supplier shall give internal worker representatives access to the workplace to carry out their representative functions.

### **2. DISCRIMINATION**

- 2.1. The Supplier shall not engage in, support or tolerate discrimination in employment including recruitment, hiring, training, working conditions, job assignments, pay, benefits, promotions, discipline, termination or retirement on the basis of gender, age, religion, marital status, race, caste, social background, diseases, disability, pregnancy, ethnic and national origin, nationality, membership in worker organizations including unions, political affiliation, sexual orientation or any other personal characteristics.
- 2.2. The Supplier shall respect equal opportunities in terms of recruitment, compensation, access to training, promotion, termination or requirement and base all terms and conditions of employment on an individual's ability to do the job, not on the basis of personal characteristics or beliefs.
- 2.3. Workers shall be treated with respect and dignity. The Supplier shall not engage in or tolerate any form of violence, bullying, harassment, or abuse of any kind in the workplace.
- 2.4. The Supplier shall put disciplinary procedures in writing and shall explain them in clear and understandable terms to the workers. Disciplinary measures must be proportionate and shall not include physical or mental punishment. The Supplier shall not apply any deduction from wages due to disciplinary actions. All disciplinary actions shall be systematically recorded.
- 2.5. Migrant workers: an increasing number of workers are travelling to access work and Gant expects its Suppliers to safeguard their rights by applying the *Dhaka Principles of Migration with Dignity*, a set of human rights-based principles to enhance respect for the rights of migrant workers from the moment of recruitment, during overseas employment, and through to further employment or safe return to their home countries.
- 2.6. Aware of the significant role played by women in the textile industry, the Supplier must pay close attention to the risk of sexual harassment and discrimination to which women may be subjected, particularly those related to maternity. Using pregnancy tests upon hiring or the required taking of contraception is prohibited.

### **3. PREVENTION OF FORCED LABOR AND HUMAN TRAFFICKING**

- 3.1. All work must be done voluntarily and not under threat of any penalty or sanctions.
- 3.2. The use of forced or compulsory or unpaid labor in all its forms, including prison labor and unpaid overtime work, is strictly prohibited.

- 3.3. Workers shall not be required to make deposits / financial guarantees and identity documents of any worker (such as passports, identity cards, etc.) shall not be confiscated. No abusive delayed payment of wages shall occur.
- 3.4. The right of workers to terminate their employment after legal notice shall be respected. The right of workers to leave the workplace and factory after their shift shall be respected.
- 3.5. The Supplier should apply the international principles of responsible recruitment, including the Employers Pays Principle, and require the same from their recruitment partners, when engaging and recruiting all workers, either directly or indirectly, especially members of vulnerable groups such as temporary or migrant workers. As a minimum, this includes: No recruitment fees and costs are charged to workers; Clear and transparent employment contracts; Workers' freedom from deception and coercion; Freedom of movement and no retention of identity documents; Access to free, comprehensive, and accurate information; Freedom to terminate contract, change employer, and safely return; Access to free dispute resolution and effective remedies.

#### **4. CHILD LABOUR & YOUNG WORKERS**

- 4.1. There shall be no recruitment of child labor.
- 4.2. Compliance with the national minimum age law for the admission to employment, and specifically, no hiring of children under the age for completing compulsory schooling and less than 15 years is allowed. If child labor is detected in the production of goods for Gant the Supplier commits to offer a sustainable solution in the best interest of the child.
- 4.3. Young workers under 18 shall not be employed at night or in conditions which could jeopardize their health, safety or moral integrity, and/or harm their physical, mental, spiritual, moral or social development in accordance with ILO convention 182. If such cases are identified, the Supplier must remove young workers from any hazardous work or source of hazard immediately and redefine their scope of work without any loss of income.

#### **5. REMUNERATION and BENEFITS**

- 5.1. All workers shall be provided with written information and in a language they understand about their rights, responsibilities, and employment conditions including working hours and remuneration before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid.
- 5.2. Wages shall reflect the skills, responsibility, seniority, and education of workers in their level of wages. The Supplier shall also ensure that all workers receive the same remuneration for equal jobs and qualification.
- 5.3. Overtime shall always be compensated for at a premium rate, which shall not be less than 125% of the regular rate of pay.
- 5.4. Where a pay rate for production, quota or piece work, is established, allow workers to earn at least a wage which respectively meets or exceeds applicable legal minimum wages, industry standards, or collective bargaining agreements (where applicable) within standard working hours.
- 5.5. Workers must be compensated by the on-time payment of wages, overtime pay (please also refer to the section on working hours), legally required benefits and paid leave, meeting or exceeding legal minimum and/or collective agreements, whichever is higher.
- 5.6. Acknowledging the fundamental nature of remuneration for workers and those who are dependent on them, Gant expects that the legal minimum wage should not be considered as an end in itself, but as a mere threshold to be exceeded, the goal sought being that this remuneration should be able to cover all basic needs whilst guaranteeing a discretionary income ("living wage").
- 5.7. Deductions from wages as a disciplinary measure shall not be permitted and no deductions from wages not provided for by national law may be permitted without the prior express authorization of the worker

concerned. All disciplinary measures shall be recorded.

## **6. WORKING HOURS AND OVERTIME**

- 6.1. Working hours must comply with national laws, collective agreements, and the provisions below, whichever affords greater protection for workers.
- 6.2. Working hours, excluding overtime, shall be defined by written contract, and shall not exceed 48 hours per week (*International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced*).
- 6.3. All overtime shall be voluntary. Overtime shall be used responsibly, considering all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not occur on a regular basis.
- 6.4. The total hours worked in any 7-day period shall not exceed 60 hours, except where covered by the following clause.
- 6.5. Working hours may exceed 60 hours in any 7-day period only in exceptional circumstances where all of the following provisions are met:
  - this is allowed by national law;
  - this is allowed by a collective agreement freely negotiated with a workers' organization representing a significant portion of the workforce;
  - appropriate safeguards are taken to protect the workers' health and safety; and
  - the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 6.6. Workers shall be granted the right to resting breaks in every working day. They shall be provided with at least one day off after six consecutive workdays. Annual paid leave and local and national official holidays shall be provided as per local legislation.
- 6.7. Work must be performed based on a recognized employment relationship established in compliance with relevant national legislation and practice. Obligations to employees under labor or social security laws and regulations arising from the regular employment relationship shall not be avoided by using labor-only contracting, subcontracting, or homeworking arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

## **7. WORKING CONDITIONS and HEALTH & SAFETY**

- 7.1. Adequate measures must be taken to prevent accidents, injury and any damage to health arising out of, associated with, or occurring in the course of work, by minimizing the causes of hazards inherent in the working environment.
- 7.2. The Supplier shall ensure that any instruction, process and information provided are communicated, understood and applied properly by every employee, whatever the native language is.
- 7.3. Safe and clean conditions shall be provided in all workplaces and a clear set of procedures regulating occupational health and safety shall be drafted and followed.
- 7.4. Appropriate and effective personal protective equipment shall be provided for free where needed and the use shall be enforced by management.
- 7.5. Access to adequate medical assistance and facilities shall be provided, with equal access to all workers for these services.
- 7.6. All workers must have access to clean toilet facilities with adequate level of privacy for all genders, and to drinkable water and, if applicable, sanitary facilities for food preparation and storage.
- 7.7. Residential facilities for workers, where provided, must be clean and safe.
- 7.8. Responsibility for health and safety shall be assigned to a member of the senior management.

- 7.9. Regular (at least every 6 months) health and safety training shall be provided to all employees and all newly hired employees shall take part in an awareness-raising training course related to health and safety. All training shall be documented.
- 7.10. The Supplier shall provide adequate safeguards against fire and ensure the strength, stability and safety of all buildings and equipment, including residential facilities where provided. Buildings are designed, constructed, maintained and modified in a way that ensures structural integrity and respects all local regulatory obligations, certified civil or structural engineering construction approvals. Any change or modification of the building must be subject to control and authorization as per local law. Electrical wiring, lighting and gas fixtures are properly installed and maintained. Multi-use occupancies of facilities are not allowed.
- 7.11. Regular (at least every 6 months) training of workers and management in waste management, handling and disposal of chemicals and other potentially dangerous materials shall be provided.
- 7.12. All employees shall have the right to remove themselves from imminent serious danger without seeking permission from the company.

## **ENVIRONMENT**

The Supplier shall conduct business responsibly with as little impact on the environment as possible while respecting local environmental protection regulations. The Supplier shall introduce and maintain a suitable environmental management system or equivalent to minimize environmental risks, and continuously improve the company's environmental performance. It is committed to the efficient use of raw materials, energy and other natural resources.

### **8.1 PROTECTION OF THE ENVIRONMENT**

- The use of water must be optimized and all wastewater from production processes must be treated in accordance with local laws prior to disposal.
- All waste, particularly dangerous waste, must be handled responsibly (identification, storage, removal, processing) in compliance with local laws.
- The Supplier shall establish all necessary measures to preserve ecosystems and biodiversity in its own activities or in its supply chain. He commits to not using raw materials from protected animal species or plants, or which arise from unlawful practices, and must guarantee their traceability. If he uses wood, paper, cardboard for products, packaging or store furniture, the Supplier shall guarantee that these raw materials come from sustainably managed forests.
- The Supplier shall measure and share with Gant upon request, information on energy consumption and natural resources, GHG emissions, and waste for the services carried out to the benefit of Gant.
- The Supplier shall optimize its sites, processes and production tools to improve their efficiency and minimize environmental impact, particularly by: Reducing energy consumption and favoring the use of available renewable energy; Reducing its greenhouse gas (GHG) emissions and the air pollution it generates; Limiting manufacturing process losses or scrapping or implementing all provisions aimed at reducing waste.
- The Supplier shall scrupulously respect requirements set by Gant, relating to chemical substances used at every step in the manufacturing of its products.
- The Supplier shall ensure that employees whose activities have a direct impact on the environment are trained, competent, and have the means necessary to faithfully accomplish their missions.

### **8.2 ANIMAL WELFARE**

When raw materials are obtained from animal farming, the Supplier commits to ensuring that the well-being of the animal in question is preserved throughout the supply chain (breeding, transport, slaughtering, etc.).

Specific requests from Gant are included into the document dedicated to Material Policy.

### **8.3 DISPOSAL AND DESTRUCTION OF GOODS**

Gant prohibits the disposal of leftover products or material by destruction, burning (except for energy recovery) or landfill.

The Supplier must handle these products so as to give them a second life and in accordance with the procedure required by Gant when available.

## **9. ETHICAL BUSINESS BEHAVIOUR**

Gant expects the highest standards of ethical conduct in all of its businesses. Supplier shall always be ethical in every aspect of its business, including relationships, practices, sourcing and operations. All business carried out with or on behalf of Gant should always be conducted in accordance with the Supplier Code of conduct and applicable laws and regulations in the country of business.

### **9.1 CORRUPTION**

Gant has a zero tolerance for corruption and expects its business partners to undertake all necessary measures to condemn and fight against corruption, influence peddling, favoritism, illegal conflicts of interest and similar unethical behaviors.

Corruption is the act of any person to take any action, direct or indirect, monetary, or otherwise, aimed at influencing in any way an individual or an organization in the exercise of its functions in order to obtain an unfair advantage. It is possible to distinguish two types of corruption.

- a) Active corruption, which is the act of any person obtaining or attempting to obtain, by means of gifts, promises or advantages of any kind, the performance of, the delay in, or the refraining from the performance of any act related to his/her function or any act facilitated by it.
- b) Passive corruption which involves any person soliciting or accepting donations, promises or benefits of any kind.

Any payment made by or on behalf of the Supplier must reflect a legitimate service and price as described in the relevant contract.

Gant does not allow its employees or other representatives to request, accept, arrange, offer or give any kind of personal advantage in connection with Gant's business.

Gant prohibits the payment of money to political or cultural parties, trade unions and organizations in order to promote a particular interest or to obtain or maintain a benefit.

### **9.2 COUNTERFEITING**

The Supplier acknowledges that the production of counterfeits is illegal and hinders the economic and social well-being of employees and customers. The Supplier shall refrain from knowingly having their employees participate in the development, production, marketing or proliferation of counterfeits. The Supplier shall systematically alert Gant when it has knowledge of counterfeits of Gant's brand or product. The Supplier shall include this obligation in all its subcontracting agreements.

### **9.3 TRANSPARENCY**

The Supplier commits to absolute transparency vis-à-vis Gant. Any attempt at concealment, false statement, the falsification of documents or actions can lead Gant to exclude it from an invitation to bid or to terminate its contract.

Particularly regarding:

- Information given to Gant in relation to the supply chain.
- Methods and resources used in the performance of the service.
- Internal documents and procedures that fall within the scope of compliance audits ordered by Gant when the Supplier is involved.

- Documents and procedures required as part of the Gant's quality policy, as defined and accepted by the Supplier in its reference framework or the quality specifications obligations accepted during business negotiations.
- Information about the economic dependency if any due to the business volume with Gant.

#### **9.4 SUBCONTRACTING AND HOMEWORK**

Undeclared subcontracting and undeclared workforce leasing are strictly prohibited. When subcontracting has been authorized by Gant for all or part of the manufacturing of products, the production facilities must be subject to compliance audits in accordance with the procedure in effect at Gant. All hidden subcontracting can lead to the immediate termination of the business relationship. The Supplier manufacturing, all or part of Gant products, cannot use home-based workforce without previous agreement from Gant and proper follow up.



## **MONITORING AND COMPLIANCE**

### **10.1 MANAGEMENT SYSTEM**

The Supplier should implement a process- and risk-based due diligence management system in their business practices in line with the UNGPs, and adjusted to the business model of the company. The expectations set in this Code of Conduct should be embedded in the system.

This process will include efficient internal management system to ensure that:

- All employment relationships are documented (in accordance with national laws, customs, practices and international employment standards) from the time of recruitment until the end of the employment; particularly but not exclusively in the case of employees with a special status: young employees, immigrants, national migrants, seasonal workers, home workers, piece workers, interns or apprentices, contract workers, temporary workers, in-house subcontractors and other.
- All the company's sales and management activity shall be carried out transparently and correctly recorded in the company's registers including raw material and substances traceability.
- The Supplier shall investigate all acts which breach the principles of this Code, by determining the underlying causes of problems identified and by implementing measures to deal with such acts effectively in accordance with national laws, customs and practices as well as international employment standards.
- There is an appointed person in charge of implementing this Code and, more generally, information regarding the associated legal aspects concerning employment law, security and the environment is made available, and training is provided accordingly; this person shall report to a senior management representative.
- Its impact on the surrounding community, natural resources and the environment in general shall be analyzed so that the necessary procedures can be put in place to prevent and minimize the negative effects connected with the partner's operations.
- The Supplier shall have a process in place which guarantees the cascading of this Supply Chain Code of Conduct throughout its own supply chain.

### **10.2 AUDITS and CONTROLS**

To ensure the Supplier's strict compliance with the principles and key criteria of this Code, Gant may mandate its teams or specialized independent external firms to conduct compliance audits throughout its value chain.

10.2.1 Mandatory audits: this obligation is only applicable to manufacturing sites of Suppliers who are materially involved in the composition or the manufacturing of a product that bears the Gant's brand. Before any involvement in the composition or the manufacturing of a Gant product, all production sites must be subject to a social audit by an independent external firm in accordance with the standard chosen by the Gant.

The performance of an additional environmental audit may also be required.

10.2.2 The Supplier agrees to cooperate and facilitate audit operations, and to guarantee access to its sites, its documents and records, its staff, as well as its subcontractors, suppliers and distributors.

10.2.3 The performance of compliance audits required by Gant does not preclude the Supplier itself from performing any other audit or verification of its own subcontractors, suppliers, and distributors on which it relies for its activities on behalf of Gant.

10.2.4 When the audits or controls require a corrective action plan, the Supplier agrees to establish corrective measures, if necessary, within a timeframe determined between the parties. It shall discuss with Gant all progress made in the resolution of the noncompliance, providing factual evidence.

10.2.5 Gant may put an immediate end to any business relationship or contract in the event that the Supplier may not be in compliance with the principles outlined in the Code, and/or refuses to allow a compliance audit to be performed, and/or refuses to take the necessary measures to resolve non-compliance brought to its attention.

### **10.3 GRIEVANCE MECHANISM**

10.3.1 The Supplier is expected to have a defined grievance policy for its workers and for community members impacted by business operations which shall include:

a) a defined process for receiving, assessing, investigating and resolving grievances; b) a mechanism that is objectively legitimate, accessible, predictable, equitable, transparent, rights-compatible and supports anonymous complaints; c) a mechanism made available by the company that provides information for continuous learning; and, d) a commitment to engagement and dialogue with the affected persons / groups.

10.3.2 The Supplier shall also work with its own suppliers and co-operate in the provision of remedies for workers negatively impacted by operations within the supply chain.

10.3.3 The Supplier has the right and the duty to report to Gant any situation or behavior that would violate the principles of this Supplier Code of Conduct, applicable laws and/or standards. Such a report made in good faith will remain confidential and cannot be subject to sanctions.

All cases of non-compliance vis-à-vis this Code of Conduct should be brought to the attention of Gant through its alert scheme: <https://whistleblowing.gant.com>

## **AGREEMENT**

We hereby confirm that we have received, read and understood the content of Gant's Supplier Code of Conduct.

We commit to comply with the Code, take the responsibility to inform all our concerned employees about the content in the Code and to make sure they comply with the Code accordingly. In addition, we also take the responsibility of informing all related subsidiaries and subcontractors about the Code to secure their awareness and possibility to comply.

If we are manufacturing products, we hereby certify that materials incorporated into the product comply with the laws regarding slavery and human trafficking of the country or countries in which we are doing business.

If we, any representative of our company, subsidiary or subcontractors, have questions concerning the meaning or application of the Code, or have anything to report, we know that we should contact Gant, knowing that our questions or reports to these sources will be maintained in confidence.

Date:

Signatory: