
Code of Conduct

Introduction

Claes Retail Group (C.R.G NV) highly values sustainability and has thus constructed an extended Sustainability Strategy for its 3 brands (JBC, Mayerline and CKS). Through a holistic approach we are endeavouring to tackle challenges in our supply chain, including human rights violations, as well as some growing environmental issues.

Our supply chains are large, multi-tiered and varied. As a potential supplier or contractor, you will play a vital role, together with us, to uphold and extend our strategy. We have established standards and procedures that cover both human rights, health, and safety, as well as provisions to ensure environmentally sound factory operations.

Our supply chain management consists of several different aspects:

- Social compliance & human rights: besides our own employees, workers in our supply chain play an important role in our sustainability strategy. We established standards and procedures that cover both labour & human rights, health and safety, all forms of forced labour as well as non-discrimination & inclusivity.
- Environmental compliance: our suppliers are key to advance the achievements of our environmental goals in our sustainability strategy.
- Combating bribery & other forms of corruption
- Consumer interest & safe products: no use of forbidden or restricted substances and product safety are essential.

Keywords in our supply chain management are partnership, transparency, and step-by-step improvements. By signing this code of conduct, your company agrees to cooperate with the process of monitoring and improvement, to comply with existing laws and regulations as well as C.R.G.'s requirements and to disclose factory and supply chain information.

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Table of Contents

Introduction

Requirements

1. Legal compliance.
2. Labour & human rights.
 - 2.1 Child Labour.
 - 2.2 Freedom from discrimination.
 - 2.3 Forced labour.
 - 2.4 Freedom of association & collective bargaining.
 - 2.5 Respectful treatment, freedom from harassment and abuse, including gender-based violence.
 - 2.6 Health & safety.
 - 2.7 Protecting the vulnerable.
 - 2.8 Regular employment.
 - 2.9 Wages.
 - 2.10 Working hours.
 - 2.11 Land rights.
3. Environment
 - 3.1 Legal Compliance.
 - 3.2 Environmental Performance Management.
 - 3.3 Resource Use & Climate Change.
 - 3.4 Waste & Emission.
 - 3.5 Sustainable chemical management.
 - 3.6 Material-specific requirements.
 - 3.7 Animal welfare.
4. Anti-corruption & anti-bribery
5. Operational-level grievance mechanism.

Ensuring adherences to the Code of Conduct

1. Managing Performance.
2. Monitoring & Transparency.
3. Sanctions.

REQUIREMENTS

1. Legal compliance

As a general rule all C.R.G. (NV) contractors and their subcontractors must, in all their activities, comply with national and international laws, as well as any other applicable regulations that apply to them. Suppliers guarantee that they will always respect intellectual property rights.

Contractors must be read as all suppliers and business partners of C.R.G. (NV) and its brands CKS, Mayerline and JBC.

For suppliers or contract partners in the supply of merchandise the Code of Conduct applies to all production units used to manufacture, finish, or process merchandise or components thereof, regardless of whether these production units are operated by entities that are fully or partly owned by the suppliers, including subsidiaries (majority stakes) and affiliates (minority stakes), or contracted by agents/importers or are subcontracted entities or persons. The manufacturing, finishing, or processing of merchandise or components thereof can include any process of cutting, sewing, embroidery, trims, accessories, printing, laundry/washing, dry processing, garment dyeing, panel knitting, linking and final assembly/packing.

For business partners, this means that the Code of Conduct applies to all companies with whom C.R.G. enters a contractual relationship for the supply of a non-merchandise product or service, e.g., vendors and project collaborators.

C.R.G. (NV) expects suppliers and business partners, regardless of their position in the value chain, including fabric, fibre, and raw material suppliers, to follow the same standards. To that end, C.R.G. (NV) requires its suppliers and business partners to communicate the requirements of this Code of Conduct to their own suppliers and business partners and ensure adherence by adequate means.

Should any of the following requirements by C.R.G. (NV), be in violation of the local law in any country or territory, the contractor shall inform C.R.G. (NV) immediately.

In case the Code of Conduct and the applicable legislation deal with the same subject, the supplier will apply the rules that provide the most protection to human rights and/or the environment.

For the avoidance of doubt, C.R.G. (NV)'s requirements may not be limited to the requirements of the local law.

2. Labour & human rights

C.R.G.'s Code of Conduct requirements are rooted in the internationally agreed human rights standards, in line with the United Nations (UN) Guiding Principles on Business and Human Rights, the International Bill of Human Rights and the International Labour Organisation (ILO)'s Declaration on Fundamental Principles and Rights at Work. The expectations of our own and our suppliers' and business partners' responsible business conduct are based on the recommendations of the OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector.

C.R.G. expects suppliers to comply with the requirements outlined in this section.

2.1 Child Labour

Minimum Age

- To align with the ILO Minimum Age Convention No 138, C.R.G. requires all workers to be at least 15 years of age, or older if local law stipulates requirements for a higher age or compulsory education.
- Suppliers are required to have strict age verification processes to be used in the hiring process. This must include confirmation of the validity of provided certification. In countries where national identity cards are not available, 2 forms of age verification documents must be mandatorily provided to the supplier (for example, medical or dental check-ups, driver's license, right to vote card, etc.), one of which including a photo ID.
- Suppliers are required to ensure that no children, as defined above, are allowed into the production area even if they are not working.

Remediation

- If child labour is used or identified, suppliers must:
 - Ensure the child ceases work.
 - Provide compensation to the child's relatives for transport back home.
 - Support the child to attend school, providing them a minimum wage payment and bearing school fees until they reach the legal minimum age. Payment should not be made in one lump sum, but monthly.
 - When the child reaches the legal minimum age, they should be given the opportunity to be re-employed.

Young Workers

- C.R.G. defines young workers as those between the ages of 15 and 18.
- Suppliers who employ young workers must take measures to ensure their protection from working conditions with potential to endanger their health, safety, or moral integrity, or may impact their physical, mental, spiritual, moral, or social development. Required measures to uphold this duty include that young workers must not be permitted to:

- undertake night shifts.
- engage in hazardous work.
- work longer hours than permitted by the law
- Suppliers must ensure that young workers carry out occupational health and safety education, training and physical examination where required by law. Documentation demonstrating compliance must be maintained.

2.2 Freedom from discrimination

Discrimination is defined as any distinction, exclusion or preference made based on race, color, age, sex, sexual orientation, or gender identity, real or perceived HIV status, disability, religion, political opinion, national extraction, or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation.

Scope of Non-discrimination

- Suppliers must not engage in, support, or tolerate discrimination in employment, across recruitment, hiring, training, working conditions, job assignments, compensation, promotions, discipline, termination, and retirement. This should not occur based on age, gender, race, religion, ethnicity, caste, nationality, sexual orientation, disability, social background, pregnancy, marital status, political affiliation, membership in worker organisations such as unions, or any other defining personal characteristics.

Hiring

- Suppliers are required to have a policy with an equal employment opportunity clause, affirming a worker's right to work and advance based on merit, ability and potential. Hiring notices must not specify discriminatory factors, such as those listed above.
- Suppliers are prohibited from questioning prospective workers about their pregnancy status, and from requesting pregnancy tests before hiring or as a precondition to employment.
- Suppliers are forbidden from using medical examination as grounds for not hiring a worker, and from terminating a worker's employment when they fall ill or are injured.

Religion

- Suppliers must allow religious observance; prayer breaks and religious holidays.
- Grievance procedures and mechanisms in place must be accessible, predictable, reliable, transparent, rights-compatible, confidential, and based on engagement and dialogue.

2.3 Forced labour.

Forced labour is defined as "all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered himself voluntarily."

Freedom of Employment

- Workers must complete their work voluntarily. Workers must not be forced to work against their will, ability, or in a manner outside the provisions of their labour contract. Suppliers are therefore strictly prohibited from employing all forms of forced labour, including bonded, indentured and prison labour.
- Suppliers are required to ensure that employment contracts are lawful, in the workers' native language, and are free from provisions that prevent workers from terminating their employment subject to a reasonable notice period stipulated by local law or as per industry best practice.
- Suppliers must not obstruct or infringe upon free choice of employment by means of requiring deposits, retaining identity documents, or withholding wages. Wages thus must be paid fully and promptly, without use of tactics that prevent workers from leaving at will, including but not limited to:
 - o Withholding salary as a 'year-end bonus'.
 - o Charging a penalty when workers terminate their contract.
- Workers must feel comfortable and free to refuse performance of tasks that the worker reasonably believes to be hazardous, without fear of disciplinary action, discrimination, or termination.
- Suppliers and labour must not be in control of workers' original identity documents and are prohibited from imposing financial coercion (unreasonable recruitment fees, unfair employee loans, credit etc.), and/or lodging of monetary deposit (training fees, personal protective equipment fees, working tools fees, etc.).
- When suppliers are given written consent from a worker to hold their documents they must be returned immediately when requested. Otherwise, and preferably, suppliers must only hold photocopies of workers IDs for personnel files and employment records.

Freedom of Movement

- Suppliers are required to ensure that workers have access to sanitary toilets, potable drinking water and adequate breaks without disadvantage, disciplinary action, discrimination, or termination.
- Workers must be allowed to leave the production unit at the end of a shift or under extenuating circumstances, including but not limited to personal or family emergencies or illness, without fear or consequence of disciplinary action, discrimination, or termination.

2.4 Freedom of association & collective bargaining

- Suppliers must recognise and comply with ILO conventions and the Universal Declaration of Human Rights on freedom of association, freedom of opinion and expression, and the right to collective bargaining.

Suppliers must respect the rights of workers to establish or join trade unions and representative organisations of their own choosing. Suppliers must avoid interfering with workers' choice to establish or join a trade union or representative organisation of their choosing. Suppliers must engage in constructive negotiations, either individually or through

employers' associations with a view to reaching agreements on terms and conditions of employment.

- Suppliers must therefore provide these rights to their workers, not interfere with workers' unions or obstruct workers from joining.
- Worker representatives must be enabled access to carry out their function in the workplace.
- Where freedom of association and the right to collective bargaining is restricted or prohibited under law, the supplier must facilitate, and not hinder, alternative forms of independent and free worker representation and negotiation, in accordance with international labour standards.

2.5 Respectful treatment, freedom from harassment and abuse, including gender-based violence.

- Suppliers must treat all workers with dignity and respect. Suppliers shall not tolerate bullying, harassment, intimidation, violence corporal punishment or abuse of any kind. As a matter of clarity, this includes a strict prohibition of any kind of gender-based violence.
- Suppliers will treat all incidents of disrespectful treatment, harassment or violence seriously and promptly investigate all allegations thereof.
- When regulating workplace conduct, suppliers must establish written disciplinary procedures, explain them in clear terms to their workers and keep record of all disciplinary actions. Suppliers must make sure that disciplinary measures are proportionate and do not include physical or mental punishment.

2.6 Health & safety

- Suppliers must ensure that workplaces are safe and hygienic, with sufficient light, heating, and ventilation.
- Workers must be provided sufficient and regular health and safety training, surrounding fire safety, waste management, as well as the safe handling of chemicals and other hazardous materials.
- Suppliers must provide access to clean toilet facilities, potable water and, if applicable, to sanitary facilities for food preparation and storage.
- When provided, dormitories must be clean, safe, and meet the basic needs of workers.
- It is incumbent upon suppliers to take precautions that effectively prevent the occurrence of accidents and injury in the course of work. This includes ensuring the safety of machinery and equipment, electrical safety, processes for safe handling and storage of chemicals, the strength, stability, and integrity of buildings and by providing adequate safeguards against fire.
- C.R.G. signed the International Accord for Health and Safety in the Textile and Garment Industry in Bangladesh. Suppliers based in Bangladesh must comply with the expectations and requirements of this accord.

2.7 Protecting the vulnerable

Suppliers must give special considerations to the rights of those most vulnerable to abusive practices such as women, home workers, agency workers, temporary workers, migrant workers and indigenous people or ethnic minorities. Suppliers must regularly identify vulnerable groups in their own operations and in their supply chain and prevent, mitigate, and remediate risks for these vulnerable groups.

- Suppliers must not employ homeworkers where this is not required, or suitable alternatives are available. Suppliers must have a homeworkers policy and must inform C.R.G. about the need for outsourcing and provide information on the process, numbers of homeworkers, locations and contractors involved.
- C.R.G. expects all its contractors and production units show the utmost care and attention to all associated compliance risks before, during and after a migrant worker is settled in his/her new workplace.

2.8 Regular employment

Employment Contracts

- Suppliers and workers are required to sign a written labour contract which includes all legally required provisions and stipulates wages and benefits, rules of employment etc.
- The contract must be provided to the worker in their native language.
- Suppliers must not attempt to avoid obligations to their employees under labour or security laws, using labour-only contracting, subcontracting, home working arrangements, excessive use of fixed-term contracts, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment.
- Workers reserve the right to dissolve their labour contract by giving a reasonable notice period stipulated by local law or as per industry best practice.

Apprenticeships

- C.R.G. supports legitimate apprenticeship programmes so long as they are regulated by the law and intended only for the education and benefit of young people, provided that:
 - Workers are not categorised as an apprentice beyond legal requirements.
 - Apprentice workers are guaranteed at least minimum wage.
 - Apprentice workers are not being exploited.
 - Apprentice workers are not being given jobs that may compromise their health and safety.
 - Suppliers provide evidence that programmes have been developed and operate in full accordance with legal requirements.

Probationary Periods

- Recruits must not be employed under training agreements, and instead be hired as probationary workers.

- A worker should have no more than one probationary period, unless permissible by law.
- Suppliers should not employ probationary periods that exceed legal limits.
- Suppliers must not pay probationary workers lower than the minimum wage, or less than the lowest wage paid for the equivalent job post within the production unit.

2.9 Wages

Payment of Wages

- Suppliers are required to compensate workers by paying wages, overtime pay, benefits and paid leave in a timely manner, ensuring that the higher of the legal minimum or industry benchmark standards are met or exceeded.
- Suppliers are required to pay equal remuneration for men and women workers for work of equal value.
- Wages must be paid directly to the workers and in form of local currency.
- Suppliers must pay workers for all overtime hours worked, regardless of whether the worker is paid per hour or at a per piece rate.
- Suppliers must prove that piece rate payments are equivalent to the minimum legal wage.
- Suppliers must maintain payroll records on site that date back at least 12 months.

Deductions

- Suppliers must not use deductions from wages as a disciplinary measure.
- Suppliers are required to ensure that deductions, where legal and reasonable are both appropriate and optional when related to services such as accommodation, transportation, and food.
- Uniforms, equipment, and special protective gear must be supplied to workers free of charge.

Informing Workers

- C.R.G. requires suppliers to have a written policy on wages and compensation that is communicated to all workers and subcontractors.
- If a piece rate is being employed, it is the supplier's responsibility to communicate the rate to workers prior to the task. Records must be maintained of the number of pieces produced as well as the time spent making them. Workers can check their records and must confirm and sign their authenticity.
- Workers must be provided with pay slips in the local language for each pay period, detailing regular working hours/days, overtime hours, piece rate wages (if applicable), gross wages, deductions, and net wages.

2.10 Working hours

- Working hours shall comply with applicable laws and industry standards, and thus not exceed 48 hours per week on a regular basis.

- Overtime must be voluntary and should not exceed 12 hours per week and be compensated at a premium rate, in line with ILO Convention.
- Employees should be entitled to refuse overtime without fear of discrimination or disciplinary action.
- Employees shall be provided with at least one day off for every seven-day period.

Time Recording

- Workers must be allowed to sign on and off shifts themselves, and access attendance records upon request.
- Reliable time recording systems must be utilised by suppliers so that workers' working hours are accurately reflected.
- Attendance records must be maintained by suppliers for 12 months at a minimum.
- When manual attendance systems are employed, they must be detailed with:
 - o Actual start and end times
 - o Breaks
 - o Sick days
 - o Uses of leave
 - o Worker signatures to verify the above

Exceptional circumstances

- C.R.G. conditionally accepts more than 60 hours in a week, provided suppliers comply with the following supplemental requirements:
 - o suppliers can demonstrate that exceptional circumstances apply,
 - o this is allowed by national law,
 - o this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce and
 - o appropriate safeguards are taken to protect workers' health and safety (suppliers must take appropriate measures (e.g. conduct risk assessments, introduce additional breaks, provide transport home at night) to assess, mitigate and monitor workplace hazards and minimise risks of injury that are specifically related to long hours of work).

2.11 Land rights

- Suppliers must respect existing rights to land, water, or forests, in particular for persons whose livelihoods depend on the use of these rights. When setting up or expanding business activities, suppliers and business partners must seek to prevent any impairment of such rights.

3. Environment

C.R.G. values the health and wellbeing of the environment and intends to minimise its adverse environmental impact within business processes insofar as can be achieved. C.R.G. strives to act in a proactive way to avoid adverse environmental impact.

The requirements in this section are built upon the central requirement of legal compliance and will be driven by our current and future policies and obligations.

Suppliers must inform C.R.G. of their use of environmental management systems, actions, and performances in a pro-active way. We also expect them to manage their impacts on the environment as good stewards since we recognise that our suppliers play a key-role in supporting C.R.G.'s environmental efforts.

3.1 Legal Compliance

- Suppliers must comply with all relevant and applicable local and national environmental protection laws and regulations and aim to meet international environmental protection standards.
Suppliers are to obtain all required environmental permits and ensure they remain up to date.

3.2 Environmental Performance Management

- Suppliers are encouraged to integrate environmental impact into business decisions and to take a progressive approach towards improving environmental performance.

3.3 Water stewardship & Climate Change

- Suppliers must take responsibility for the impact of business decisions around water use on their surrounding community and eco-system.
- Suppliers must take responsibility for their share of greenhouse gas emissions and collaborate on any C.R.G. suggested future program.

3.4 Waste & discharges to the environment

- Suppliers must take reasonable measures to reduce waste through operational efficiency, as well as facilitate recycling where possible.
- Suppliers must take responsibility to minimise, where possible, discharges to the local environment including emissions to air, water, and land.

3.5 Hazardous Chemicals

- C.R.G. aims to ensure that chemicals utilized within its business processes adhere to a high level of protection of human health and the environment, in line with the requirements of REACH (Registration, Evaluation, Authorization and Restriction of Chemicals). All suppliers with “wet processes” must comply with the REACH regulation requirement.
- Suppliers and their subcontractors must maintain an inventory of all chemicals used and stored-on site. They must keep record of all chemicals purchased in the last year and have a policy for monitoring and controlling restricted substances, in which also the workers are trained.

3.6 Material specific requirements

- Suppliers must take reasonable initiative to ensure that their purchasing decisions do not contribute to deforestation, cruel treatment or adverse impacts on vulnerable ecosystems or endangered species.
- Suppliers of man-made materials cellulosic fibres must conform to Canopy Style Audit requirements to ensure the protection of endangered forests and ecosystems.

3.7 Animal welfare

- Suppliers must take reasonable initiative to ensure that their purchasing decisions do not contribute to cruel treatment of animals, or adverse impacts on vulnerable ecosystems or endangered species.
- C.R.G. is committed to uphold the welfare of animals in its supply chain. Suppliers of animal-derived materials must conform to the C.R.G. Animal welfare policy.

4. Anti-Corruption & anti-bribery

C.R.G. emphasises and maintains the expectation for suppliers to adhere to high ethical standards within their business practices.

- Suppliers must comply with all applicable anti-bribery and anti-corruption laws.
- Suppliers must not offer, pay, solicit, or accept any bribes, including facilitation payments.
- Suppliers are required to have anti-corruption policies and procedures in place, which are regularly reviewed and assessed to ensure their optimal and effective operation.

Applicable Definitions

- Bribery involves the giving, offering, soliciting, or receiving of any item of value, including in the form of a gift, consideration, reward, or advantage as a means of obtaining or retaining any kind of commercial advantage, or to influence or reward the recipient for acting improperly.
- Bribery can also take place where the offer or giving of a bribe is made by or through a third party (e.g., an agent, representative or intermediary).
- Facilitation payments are small payments or fees paid to or requested by government officials to expedite or facilitate the performance of routine government action.

5. Operational-level grievance mechanism: the Fair Wear Complaints procedure

Suppliers shall establish the grievance mechanism at the latest after six months following the signing of the Code of Conduct. Suppliers are expected to demonstrate the functioning of their operational-level grievance mechanism by providing annual reports, describing, at a minimum, the number of grievances received and processed over the reporting period and all actions taken to address and remedy such grievances.

- Suppliers and business partners shall establish, implement, and communicate operational-level grievance mechanisms that their workers can access to address their concerns and grievances regarding working conditions or any other topic covered in this Code of Conduct without fear of reprisal, intimidation, harassment or discrimination whatsoever. Workers must be able to raise concerns and grievances confidentially.
- Whenever possible, worker representatives must be involved in the investigation and definition of a remedy to a grievance.
- Suppliers and business partners shall communicate information on Fair Wear Complaints procedure referred to in Appendix 1. Suppliers and business partners shall ensure unhindered access to the Fair Wear Complaints procedure and cooperate fully in the resolution of any grievance relating to their business that is received by C.R.G. & Fair Wear via the Fair Wear Complaints procedure.

Ensuring Adherence to the Code of Conduct

This Code of Conduct is an integral part of the contractual relationship between C.R.G. and the supplier, including subcontractors.

C.R.G. acknowledges and accepts the difficulty accompanied with achieving full compliance with the requirements of the Code of Conduct, however, believes it is of crucial importance for the future commercial success of both C.R.G. and its suppliers that adherence is observed. C.R.G. intends to take genuine and meaningful initiative to support suppliers who are open, honest and committed to ongoing improvement, to meet C.R.G.'s requirements.

1. Managing Performance

- Suppliers must communicate to workers the terms of the Code of Conduct, and train management staff on how to ensure them. Suppliers must make its workers aware of this Code of Conduct and ensure that there are responsible managers/supervisors within the organization who follow up on its compliance.
- Suppliers are required to obtain approval from C.R.G. for all production units, owned or subcontracted, prior to beginning production. It is strictly prohibited for suppliers to use any unauthorised production unit.
- Suppliers cannot subcontract any part of the production process without approval from C.R.G.. The subcontractor must:
 - o Agree to comply with C.R.G.'s Code of Conduct. Suppliers are responsible for ensuring compliance with this Code of Conduct by subcontractors.
 - o Pass an external audit conducted on behalf of C.R.G. and conceive any required correction action plans when requested.

Management Systems

- Suppliers are required to maintain an effective management system that proactively oversees and ensures adherence to C.R.G.'s Code of Conduct. Responsibility for compliance should be assigned to a senior management representative.
- Suppliers are therefore required to take ownership of their compliance program and thereby improve business operations with less frequent accidents and employee turnover, and higher productivity.
- Suppliers are required to have effective and regularly updated written policies and procedures that comply with changing laws and regulations on: child and forced labour, non-discrimination, workplace conduct, freedom of association, home and migrant workers & anti-corruption.
- These policies must be communicated to all workers and subcontractors.

Specific requirements for Child Labour

- Personnel files for all employees, including resigned or terminated employees, must be properly maintained for the preceding 12 months. Suppliers should be able to provide these upon request.
- Age verification documentation that demonstrates compliance with legal age limitations must be available for all employees, to the appropriate standard defined above, with copies kept in personnel files.

Specific requirements for Freedom from discrimination

- Suppliers are prohibited from retaliating against an individual for filing charges of discrimination, participating in a related investigation, or for opposing discriminatory practices.

Specific requirements for Forced labour

- These policies should address specific issues related to forced labour such as recruitment fees, wage advances and employee loads, withholding of wages, freedom of movement, site and dormitory security, overtime, the right to terminate employment, and document retention.

Specific for freedom of association

- C.R.G. requires suppliers to have a procedure on freedom of association and educate workers to ensure that they understand their rights.

2. Monitoring & Transparency

- Suppliers must allow C.R.G. and/or its representatives/mandated to perform audits and assessments.
- During assessments, suppliers are required to be cooperative and transparent, providing unrestricted and honest access to workers, records, work areas, and if applicable, dormitories.
- Suppliers must allow worker interviews to be held in a private setting. Suppliers must not coach workers on how to respond to questions or take any action to influence their answers.
- Suppliers are required to ensure the maintenance of accurate and complete records that are free of manipulation and dishonesty.
- Suppliers must allow C.R.G. to disclose names and locations of suppliers and production units, as well as information surrounding their performance regarding the Code of Conduct, to third parties.
- Suppliers shall aid C.R.G. and/or its representatives/mandated to perform audits at their own suppliers as per request.

3. Sanctions

- Violations of any of these requirements need to be remedied by time-bound corrective action plans. Continued or multiple violations or non-implementation of corrective action plans may result in the termination of contracts or the temporary suspension or permanent exclusion of individual production units from our supply chain. (see also Responsible exit policy)
- C.R.G. reserves the right to treat serious violations as a zero-tolerance issue. (see also Zero Tolerances issues policy). And terminate the business relationship with the supplier immediately, including cancellation of outstanding orders. C.R.G. will hold the supplier liable for any damages and expenses incurred by C.R.G., including loss of revenues and/or profits, which may result from any violation of the Code of Conduct by the supplier, including subcontractors.

Appendix 1: Fair Wear Complaints procedure

Fair Wear's complaints procedure enables Fair Wear member companies to provide access to remedy for workers in their supply chains. It allows workers, their representatives, including trade unions and civil society organisations to present complaints about working conditions and violations of the Fair Wear Code of Labour Practices at factories³ supplying Fair Wear members.

Complaints can be filed with a local Fair Wear complaints handler, **via telephone, in written or verbal form, through complaints@fairwear.org, and in some countries via social media or messaging apps.**

In cases where Fair Wear or a member brand uses information published in media reports to start a complaint, Fair Wear will contact workers affected by the noncompliance and involve them as complainant in the process. If that is not possible Fair Wear will consult with local stakeholders.

Workers who are involved in a complaint may choose whether or not to remain anonymous during the process; if the complainant opts for anonymity, Fair Wear guarantees that their identity be kept from the factory and the brand. In order to handle the complaint, however, Fair Wear itself requires the complainants to allow for monitoring of follow up and evaluating the outcome with the complainant, and potentially to check that no retaliation ensues. Regardless of whether the complainant opts for anonymity, Fair Wear never includes information about workers in the published reports on the complaints that would lead to their identification.

When a complainant does not want to share contact details, depending on the situation, Fair Wear will try to work with the relevant brand(s) and use tools like audits and offsite worker interviews, to assess whether the problem can be found in another way. This is particularly true for code violations that pose an immediate risk to the health or safety of workers.

The complaints handler will always ask explicitly whether the complainant (or involved workers, when the complaint comes from an organisation) wishes to begin a formal complaint procedure. A timeline for the different steps in the complaints procedure will be discussed and shared with the complainant.

Fair Wear will inform the complainant about the admissibility of the complaint as soon as possible, but no later than a week after it is received. In case of issues that are a direct serious risk for workers, this admissibility assessment will be completed within 24 hours.

In case the complaint concerns a general issue that affects more workers Fair Wear will, in consultation with the complainant, inform the worker representative(s) or trade union, if present and functional at the factory.

Fair Wear will publish information about admissible complaints on its website, starting with the decision that a complaint is admissible. In its public communication on complaints, which includes basic information on the complaint, the relevant labour standard and country, Fair Wear always includes the name of the Fair Wear member brand(s) sourcing from the factory.

To avoid negative consequences for the workers, the name of the factory for which a complaint is filed is not disclosed during the procedure. When a complaint has been successfully remediated, the

involved parties, including the complainants may agree on disclosing the name of the factory. If the parties involved agree, this information will be added to the public information on the Fair Wear website.

When a complaint is closed due to unwillingness of the factory to engage in remediation, Fair Wear can decide to disclose the name of the factory if the complaint is related to a situation that poses immediate risks, and only after consultation with the complainant.