

CODE OF CONDUCT

GROENENDIJK BEDRIJFSKLEDING

INTRODUCTION

Groenendijk Bedrijfskleding is committed to producing high quality and ethically manufactured products and strives to do business in compliance with all applicable laws and regulations on human rights, the environment and product safety. This Code of Conduct specifies the expectations of Groenendijk Bedrijfskleding regarding the conditions under which the products should be manufactured.

This Code of Conduct is applicable to all suppliers, agents, their subcontractors and other business partners that do business with Groenendijk Bedrijfskleding (hereafter Groenendijk). We take responsibility for our supply chain and work on terms of the guidelines for due diligence and supply chain responsibility (conform OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector).

We expect that suppliers and other business partners will inform their partners about Groenendijk's Code of Conduct. We are committed to help our suppliers through the supply chain. It is our intention to only work with suppliers that share our values and does not wish to work with any supplier that directly or indirectly through its (approved) sub-contractors or business partners, violates the laws of the country where the products are manufactured or knowingly violates these standards. Groenendijk will monitor and take immediate and appropriate action upon notification of such violation.

1. LEGAL REQUIREMENTS

We base these requirements on internationally agreed standards such as: OECD Guidelines for Multinational Enterprises, UN Guiding Principles for Business and Human Rights and International Labour Organization (ILO).

Our general rule is that all our suppliers and other business partners must, in all their activities, follow the national laws or conventions in the countries in which they operate. Should any requirement in this Code conflict with the national law in any country or territory, the highest applicable convention or law must always be followed. In such cases the supplier must notify Groenendijk immediately, before signing this Code.

2. WORKER RIGHTS

2.1 Freedom of association and collective bargaining are respected

All employees have the right to form or join associations of their own choosing, and to bargain collectively. We do not accept disciplinary or discriminatory actions from the employer against employees who choose to peacefully and lawfully organise or join an association. The employer shall not prevent workers representatives from having access to workers in the workplace or from interacting with them.

When operating in countries where trade union activity is unlawful or where free and democratic trade union activity is not allowed, the employer shall respect this principle by allowing workers to freely elect their own representatives with whom the company can enter into dialogue about workplace issues (Refer to ILO Conventions 87, 98 and 135).

2.2 No discrimination is practiced

No employee shall be discriminated against in employment or occupation on the grounds of sex, race, colour, age, pregnancy, sexual orientation, religion, political opinion, nationality, ethnic origin, disease, disability, trade union membership/affiliation or any other grounds (Refer to ILO Conventions 100, 111 and 183).

2.3 All employees are entitled to a written employment contract, in the local language, stipulating the employment terms and conditions. The employer has a responsibility to ensure that all employees are aware of their legal rights and obligations

2.4 Migrant workers shall have exactly the same entitlements as local employees. Any commissions and other fees in connection with employment of migrant workers must be covered by the employer. The employer must not require the employee to submit his/her identification documents. Deposits are not allowed.

2.5 Forced or bonded labour

We do not accept any forms of forced or bonded labour and we do not accept the use of prison labour or illegal labour in the production of goods or services (Refer to ILO Conventions 29, 105 and ILO Protocol 2014 to the Forced Labour Convention).

2.6 Every employee shall be treated with respect and dignity. Under no circumstances do we accept the use by our suppliers, their subcontractors or other business partners of humiliating or corporal punishment, and no employee shall be subject to physical, sexual, psychological or verbal harassment or abuse (Refer to ILO Convention 190).

2.7 Regular employment is provided

To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or home-working 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.

3. Wages, Benefits, Working Hours and Leave

(Refer to ILO conventions 29, 105 and the ILO protocol 2014 to the Forced Labour Convention.)

As background to this chapter we quote from the Universal Declaration of Human Rights Article 23:3, as guidance concerning our ambition for our suppliers and business partners: “Everyone who works has the right to just and favourable remuneration ensuring for himself and his family an existence worthy of human dignity”. In any event wages (for a standard working week of max 48 hours) should always be enough to meet basic needs and to provide some discretionary income (Refer to ILO Conventions 26, 131 and OECD Guidelines for Multinational Enterprises (2011), chapter 5, article 4b).

3.1 Wages

Wages must be paid regularly, on time, provide in the basics needs (as described above) and must reflect the experience, qualifications and performance of the employee. Groenendijk's minimum requirement is that employers shall pay at least the statutory minimum wage, the prevailing industry wage or the wage negotiated in a collective agreement, whichever is higher. All other types of legally mandated benefits and compensations shall be paid. No unfair deductions are allowed, and the employee has the right to a written specification of how the wage has been calculated.

For all employees a signed contract must be available in local language containing name of the workplace, employee name, initial wage and job title.

3.2 Decent working hours

Ordinary working hours must not exceed the legal limit and shall never exceed 48 hour per week. Overtime hours must not exceed the numbers allowed by the law or international conventions applicable in the country. If such limits do not exist, overtime work should not exceed 12 hours per week. Overtime work must always be voluntary and compensated in accordance with the law or international conventions. Piece-rate work should not be exempted from the right to overtime compensation. Employees are entitled to at least one day off in every seven-day period. Employees are entitled to refuse overtime without incrimination and shall not represent a significantly higher likelihood of occupational hazards.

3.3 The employees shall be granted and correctly compensated for any types of paid leave to which they are legally entitled. Examples of such leave include annual leave, maternity/parental leave and sick leave.

4. NO CHILD LABOUR

(Refer to ILO Conventions 138 and 182 and to the UN Convention on the Rights of the Child Article 32)

4.1 Child Labour

We do not accept child labour. No person shall be employed at an age younger than 15 (or 14 where the national law so allows) or younger than the legal age for employment if this age is higher than 15. The company must take the necessary preventive measures (age-verification mechanisms as part of the recruitment process) to ensure that it does not employ anyone below the legal age of employment. This is a process which may not be in any way degrading or disrespectful to the worker

Special care is to be taken on the occasion of the dismissal of children, as they can move into more hazardous employment, such as prostitution or drug trafficking. In removing children from the workplace, business partners should identify in a proactive manner, measures to ensure the protection of affected children. When appropriate, they shall pursue the possibility to provide decent work for adult household members of the affected children's family.

4.2 Young Workers

All legal limitations on the employment of persons below the age of 18 years must be followed. We acknowledge that according to the UN Convention on the Rights of the Child, a person is a child until the age of 18.

Suppliers and factories observe this principle when they ensure that young persons do not work at night and that they are protected against conditions of work which are prejudicial to their health, safety, morals and development, without prejudice to the specific expectations set out in this principle.

Where young workers are employed, suppliers and factories should ensure that (a) the kind of work is not likely to be harmful to their health or development; (b) their working hours do not prejudice their attendance at school, their participation in vocational orientation approved by the competent authority or their capacity to benefit from training or instruction programs.

Suppliers and factories shall set the necessary mechanisms to prevent, identify and mitigate harm to young workers; with special attention to the access young workers shall have to effective grievance mechanisms and to Occupational Health and Safety trainings schemes and programmes.

5. HEALTH AND SAFETY

5.1 Building Safety

We require our suppliers and other business partners to make employees safety a priority at all times. No hazardous equipment or unsafe buildings are accepted. Suppliers and factories shall take all appropriate measures within their sphere of influence, to see to the stability and safety of the equipment and buildings they use, including residential facilities to workers when these are provided by the employer as well as to protect against any foreseeable emergency. Factories shall respect the workers' right to exit the premises from imminent danger without seeking permission. (Refer to ILO Conventions 155)

5.2 Fire Safety

Emergency exits on all floors must be clearly marked, well lit and unblocked all the way out of the building. Evacuation through emergency exits must always be possible during working hours. Everyone working on the premises, including managers and guards, must be regularly trained in how to act in case of fire or other emergency. Regular evacuation drills for all employees are required; evacuation plans and firefighting equipment must be in place.

5.3 Accidents and First Aid

The employer must work proactively to avoid accidents causing harm to any employee in the workplace. Relevant first aid equipment must be available and where legally required a doctor or nurse should be available during working hours.

They shall take effective measures to prevent workers from having accidents, injuries or illnesses, arising from, associated with, or occurring during work. These measures should aim at minimizing so far as is reasonable the causes of hazards inherent within the workplace.

5.4 Working Environment

The premises must be regularly maintained and cleaned and must provide a healthy working environment. Suppliers and factories shall comply with occupational health and safety regulations, or with international standards where domestic legislation is weak or poorly enforced. The active co-operation between management and workers, and/or their representatives is essential in order to develop and implement systems towards ensuring a safe and healthy work environment. This may be achieved through the establishment of Occupational Health and Safety Committees

Suppliers will also ensure these same standards apply to any dormitory or canteen facilities.

Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.

5.5 Housing Conditions

If a company provides housing facilities for its employees, the requirements regarding fire safety and cleanliness under point 3 above should also cover the dormitory. The dormitory must be separated from the workplace and have a separate entrance. Employees should have free access to the dormitory.

6. ENVIRONMENT

The environment is of increasing concern globally we expect our suppliers comply with all applicable environmental laws and regulations in the country of operation (Refer to OECD Guidelines for Multinational Enterprises, Chapter VI. Environment and OECD Principles on Water Governance). We want to cooperate with suppliers to make progress on the following subjects.

6.1 Environmental Permits

The company must have the relevant environmental permits and licences for its operations.

6.2 Handling of Chemicals

The Groenendijk Restricted Substance List (RSL) lists all chemical substances that are banned or restricted in use for Groenendijk products. The RSL applies to all materials such as textiles, metals trims and leather. The Groenendijk standards follow and/or exceed international laws and regulations (REACH legislation). The Groenendijk RSL is updated annually. Compliance with this RSL is a mandatory condition for all products which are delivered to Groenendijk. Therefore Groenendijk has a RSL Testing Policy that entails finished articles testing by a third party laboratory on a periodic basis. Chemical containers must be properly labelled and safely stored. A material safety data sheet (MSDS) must be available (in the local language) in the workshop. The instructions in the MSDS must be followed (Refer to ILO Convention 170).

Suppliers have insight into the environmental and health-damaging properties of chemicals that are used. Proper measures are taken for storage, use and disposal to protect workers and the environment. Hazardous substances must be stored and handled in accordance with local and national laws and regulations.

- Supplier must keep a register of all hazardous substances.
- Supplier should investigate the possibilities to replace hazardous substances by more environmentally friendly alternatives.
- Employees must have appropriate training at least annually in handling chemicals in case of normal activities and in case of calamities, including use of personal protection equipment.

6.3 Water Management and Wastewater

Treatment Water is a scarce resource in many parts of the world and should be used as efficiently as possible. All outgoing wastewater from wet processes must be treated before it is discharged. The treated wastewater quality must meet the requirements in local legislation.

Supplier should investigate any opportunities for using 'fit for quality' water instead of 'highest quality' water, such as opportunities for recycling water and re-using grey water for other processes, or use collected rain water or surface water instead of purified drinking water when possible.

6.4 Energy management

Generating energy can be a costly process the environment. The use of energy must be designed as carefully as possible. Suppliers monitor their energy use and record the source of this and strive for more sustainable alternatives. Suppliers investigate the possibility of reducing their energy consumption per garment and link targets to this.

6.5 Waste Management

Any waste and in particular hazardous waste must be taken care of in a responsible manner at least in accordance with local law.

Groenendijk reserves its right to request discharge water analysis on a regular basis from its suppliers. It is our aim that we align to unified reporting structure to simplify and enable efficiency in reporting results to regulatory authorities, brands and other relevant platforms. Suppliers will own their respective water and waste water reports and must authorize uploading or sharing of this data.

6.6 Material use

Attention to sustainability starts at the design stage and continues throughout the entire manufacturing process. This makes it important for us to work together with suppliers that understand the importance and share the Groenendijk values. We encourage reducing the amounts of raw materials used. If quality requirements are met, we prefer recycled material. We always want to know the origin of the material, all recycled or organic materials must be certified:

- Recycled cotton: Global Recycling Standard (GRS), we make a difference in recycled cotton produced from post-consumer and post industrial material.
- Organic cotton: we distinguish cotton certified by GOTS or BCI.
- Recycled polyester: Global Recycling Standard (GRS), Repreve, we make a difference in recycled polyester from textile post-consumer textile, post-industrial textile and and polyester bottles.

6.7 Supplier should monitor the usage of raw materials per unit of output.

6.8 Investigate the possibilities of using recycled materials as raw material.

6.9 It is forbidden for suppliers to use cotton from Uzbekistan and the Uyghurs. The country's government is known for stimulating forced labour on the cotton fields.

7 ANIMAL WELFARE

Excluded is material from endangered species, leather from exotics (snakes and crocodiles), non-certified down and angora.

7.1 No animal may only be slaughtered for the production of substances. Only by-products from the meat industry may be used.

7.2 No inhumane or animal-unfriendly treatments take place in any phase of life. Groenendijk refers to the international dialogue on animal welfare with the Five Freedoms for Animal Welfare (FAWC, 1993):

1. *Freedom from hunger and thirst:* by ready access to fresh water and a diet to maintain full health and vigour.
2. *Freedom from discomfort:* by providing an appropriate environment including shelter and a comfortable resting area.
3. *Freedom from pain, injury or disease:* by prevention through rapid diagnosis and treatment.
4. *Freedom to express normal behaviour:* by providing sufficient space, proper facilities and company of the animal's own kind.
5. *Freedom from fear and distress:* by ensuring conditions and treatment which avoid mental suffering.

7.3 Only wool from sheep that are not "mulesed" is permitted to use in products. This must be demonstrated by certificates.

8. MONITORING AND ENFORCEMENT

8.1 Code and System implementation

Suppliers are expected to implement and maintain the necessary systems in order to ensure compliance to this code. Suppliers should appoint one contact person of the management per factory who shall be responsible for implementing this Code of Conduct and communicating the code and its implications to all the factory employees.

Suppliers should, where reasonably practicable, extend the code principles through their own supply chain. This implementation system is a necessary and integral part of this Groenendijk Code of Conduct. The implementation system at supplier and all sub-contractors should include the commitment to this Groenendijk Code of Conduct, a management system, an internal monitoring system, worker training and education and a worker-complaints mechanism.

8.1 Complaints mechanism

All stakeholders in the chain have the right to submit a complaint. A functioning complaints mechanism is of its importance. A complaint must be reported to Groenendijk and a complaints procedure follows, based on the seriousness of the situation.

8.2 Transparency and Co-operation

We expect all suppliers and other business partners to respect this Code of Conduct and to actively do their utmost to achieve our standards. We also expect our suppliers and other business partners to be transparent and not intentionally mislead auditors. We believe in co-operation and we are willing to work with our suppliers and other business partners to achieve sustainable solutions and to promote suppliers and other business partners who are in compliance.

8.3 Subcontracting

Groenendijk does not permit subcontracting without our prior written approval. Suppliers who work with subcontractors to fulfil the orders of Groenendijk need to be transparent about this. We only allow subcontracting if they comply with the rules for direct suppliers as set out in this Code of Conduct. All

sample and bulk production orders must be placed within facilities that have been pre-approved by Groenendijk, without exception.

8.4 Monitoring

We reserve the right to make unannounced visits to all units producing goods or services for Groenendijk, at any time. We also reserve the right to appoint an independent third party of our choice to conduct audits in order to evaluate compliance with our Code of Conduct. During audits we require unrestricted access to all areas of the premises, to all documents and to all employees for interviews.

8.5 Supply Chain

We encourage our suppliers and other business partners to take responsibility for social and environmental requirements and work with and support their supply chain, for example on suppliers of fabric, labels, leather, wood, cotton and other components and raw materials. Examples of such requirements include banning the use of forced labour and child labour and chemical restrictions.

8.6 Corrective Action

Groenendijk's audits aim to identify gaps between the requirements in this Code of Conduct and the actual practices and conditions in the workplace. The audited company will usually be given the opportunity to propose and implement a corrective action plan. Groenendijk will follow up the implementation of the plan and verify that violations have been remedied. A supplier failing to undertake sustainable improvements within the stipulated time frame would seriously damage its relationship with Groenendijk. Groenendijk will undertake actions to find out the root causes. Unwillingness to cooperate or repeated serious violations of this Code of Conduct and local law may lead to reduced business and ultimately termination of the business relationship.

8.7 Bribery and Corruption

We do not tolerate bribery and corruption in any of its forms in our business. We comply with anti-bribery and corruption laws and regulations and support efforts to eliminate bribery and corruption worldwide. We work to make sure that our business partners share our commitment.

- Do not offer or accept bribes, kickbacks or any other kind of improper payment including facilitation payments.
- Keep accurate books and records so that payments are honestly described and company funds are not used for unlawful purposes.

9. SHOULD BE PROVIDED

The following documents should be provided. If not possible please provide us with enough information to prove the origin and sustainability of our products.

9.1 General information:

- Completed sourcing list

9.2 Social and environmental compliance:

- Company policy on CSR and relevant documents
- List with subcontractors
- A valid BSCI, SA8000 or WRAP audit rapport of the production location(s)
- Updates about corrective action plans
- Valid certifications in case of sustainable/recycled material

10. GROENENDIJK BEDRIJFSKLEDING: BUYER COMMITMENT

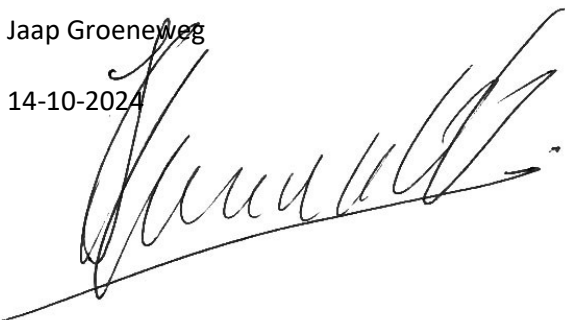
We take our responsibility with an understanding of our own influence on above described themes through our purchasing practice. We, the buyer, commit to supporting our suppliers to meet the required labour rights standards by:

- Continuously working to improve our policies and practice to enable our suppliers to be able to meet their commitments as outlined in this code of conduct.
- Regularly discusses and evaluates our cooperation with suppliers. The results of these discussions are translated into changes in purchasing practices.
- Treating suppliers with respect and consideration in all our dealings and communications.
- Communicating clearly, promptly and accurately on all issues concerning orders.
- Carefully monitoring the progress of suppliers per year.
- Supplier needs to be aware of the exit strategy in case the values do not align with Groenendijk's values, as described in this document.
- Taking quality, pay and working conditions into consideration when reviewing our business relationship, rather than moving our business elsewhere purely on the basis of price.
- Placing orders with lead-times that do not trigger excessive working hour.
- Develops / uses pricing policy in which the labor costs component is isolated in determining the cost price and is not part of the price negotiation (e.g. through labor minute costing).
- Following the agreed terms of payment.
- Providing practical support to our suppliers in striving to meet their obligations under this Code of Conduct.

Groenendijk Bedrijfskleding

Jaap Groeneweg

14-10-2024



Company name:

Full name and position:

Date:

Signature and stamp: