

# FIQS-Brands Code of Conduct

## for External Manufacturers, Suppliers, Contractors, Subcontractors and other Workshops

### Preamble

1. Fiqs-Brands B.V, hereinafter all to be referred to as Fiqs-brands, recognizes its responsibilities to workers for the conditions under which its products are made and that these responsibilities extend to all workers producing products for Fiqs-Brands, whether or not they are employees of Fiqs-Brands.
2. Any workers producing products manufactured, sold or distributed by Fiqs-Brands must be provided with living wages and decent working conditions. The international labour standards established by Conventions 1, 26, 29, 87, 98, 100, 105, 111, 131, 135, 138, 155, 182 of the International Labour Organization (ILO) must be observed. (<http://www.ilo.org>)
3. Fiqs-Brands also recognizes its responsibilities towards the environment and towards animal welfare.
4. Fiqs-Brands will require its manufacturers, suppliers, contractors, subcontractors and other workshops to comply with these conditions and observe these standards when producing or distributing products or components of products for Fiqs-Brands.  
In particular, Fiqs-Brands's External suppliers will be bound to compliance to the provisions contained in this Code.
5. Suppliers that subcontract work for Fiqs-Brands will therefore be responsible for any subcontractor's compliance with this Code.
6. For the purpose of this code the terms "manufacturer", "supplier", "contractor", "subcontractor" or "workshop" shall mean any natural or legal person who contracts with Fiqs-Brands, either directly or indirectly via another natural or legal person who contracts with Fiqs-Brands and is engaged in a manufacturing process, assembly and packaging, which results in a finished product for the consumer.

The natural or legal person indicated by the terms "manufacturer", "supplier", "contractor", "subcontractor" or "workshop" will here after in this document all be referred to as "supplier(s)" or "employer(s)".

### Content

1. *Legal compliance*  
Required compliance with all applicable national laws and regulations, industry minimum standards, ILO and UN Conventions and any other relevant statutory requirements whichever requirements are more stringent.
2. *Employment is freely chosen*  
There shall be no use of forced, including bonded, labour (ILO Conventions 29 and 105).  
Nor shall workers be required to lodge "deposits" or their identity papers with their employer.
3. *The employment relationship is established*  
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 arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment.  
Younger workers shall be given the opportunity to participate in education and training programs.
4. *Freedom of association and the right to collective bargaining*  
The right of all workers to form and join trade unions and to bargain collectively shall be recognized (ILO Conventions 87 and 98). Workers' representatives shall not be the subject of discrimination and shall have access to all workplaces necessary to enable them to carry out their representation functions (ILO Convention 135 and Recommendation 143). Employers shall adopt a positive approach towards the activities of trade unions and an open attitude towards their organizational activities.  
In situations or countries in which the right regarding freedom of association and collective bargaining are restricted by law, parallel means of independent and free organization and bargaining shall be facilitated.



5. *Child labour is not used*

There shall be no use of child labour. Only workers above the age of 15 years or above the compulsory school-leaving age shall be engaged (ILO Convention 138 and 182). In those countries that have specified the minimum age at 14 years in accordance with section 2.4 of ILO Convention 138, workers may be engaged at the age of 14 years for the duration of that initial specification. Adequate transitional economic assistance and appropriate educational opportunities shall be provided to any replaced child workers.

6. *No discrimination in employment*

Equality of opportunity and treatment regardless of race, color, sex, religion, sexual orientation, political opinion, membership in workers' organizations including unions, nationality, social origin, pregnancy, maternity, marital status or other distinguishing characteristic shall be provided (ILO Conventions 100 and 111).

7. *Treatment of employees*

Employees shall be treated with dignity and respect. Physical abuse, threats of physical abuse, unusual punishments or discipline, sexual or other harassment and intimidation by the employer is strictly prohibited.

8. *Health and safety*

A safe and hygienic working environment shall be provided and the best occupational health and safety practice shall be promoted, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Minimum conditions of light, ventilation, fire prevention safety measures, as well as access to a drinking water supply shall be guaranteed (ILO convention 155).

8.1 *Building and fire safety*

Clearly marked exits and preferably emergency exits shall be provided on all floors. Exits shall not be blocked by cartons, fabric rolls, debris or any other objects and shall be clearly lit. If emergency exits are locked, the keys should be placed behind breakable glass next to the doors and thus be available to all staff at all times.

8.2 *First aid*

First aid equipment shall be available in the building and / or factory and at least one person in each department should have training in basic first aid.

9. *Remuneration policy*

Wages and benefits paid for a standard working week shall meet at least legal or industry minimum standards and always be sufficient to meet basic needs of workers and their families and to provide some discretionary income.

Deductions from wages for disciplinary measures shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All workers shall be provided with written and understandable information about the conditions in respect of wages before they enter employment and of the particulars of their wages for the pay period concerned each time that they are paid (ILO conventions 26 and 131).

No excessive working hours;

Hours of work shall comply with applicable laws and industry standards. In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7-day period. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate (ILO Convention 1).

Employers shall also take into account further standards given in regard to excessive working hours as per ILO convention 1.

10. *Environment*

Suppliers are obliged to comply with the provisions of the legalization in force on environmental matters.

In the Fiqs-Brands Manual, which will be provided to every supplier when starting a business relation, the standards are given that need to be followed by supplier, both in final product and in raw materials used, according to the Restricted Substances List as advised by the Dutch textiles brand organization Modint. This RSL list is an extraction, applicable to the textile industry, of the international REACH (EG.nr. 1907/2007) regulations.

Fiqs-Brands favors suppliers who practice environmental protection.

11. *Animal welfare*

Fiqs-Brands does not use animal fur in any shape or form. Fiqs-Brands only accepts leather from animals that have been bred for the food industry and so not exclusively for the sake of leather.

**DIDI**

In connection with animal farming, suppliers shall consider the biological needs of the animal rather than try to make the animal adapt to the conditions available.

## Closing section

### 1. *Minimum standards*

The provisions of this Code of Conduct constitute only minimum standards and conditions for the purpose of preventing exploitation. Fiqs-Brands does not intend, will not use and will not allow any supplier to:

- use these minimum standards and conditions as maximum standards,
- or as the only conditions permitted by Fiqs-Brands,
- or to serve as the basis for any claim as to what standards or conditions of employment should be provided.

### 2. *Supervision and compliance*

By signing the declaration of liability regarding compliance with this Fiqs-Brands Code of Conduct, the suppliers authorize Fiqs-Brands to conduct inspections or to have inspections conducted by third parties, in order to guarantee the observance of this Code. The suppliers will prove these supervisors with access to the necessary documentation and with means to ensure this process.

Should Fiqs-Brands find or be informed that a supplier does not comply with our Code of Conduct, we shall require that corrective measures are taken within an agreed time limit. If said measures have not been implemented within the agreed period, Fiqs-Brands has the right to terminate the business relation with this supplier.

If Fiqs-Brands finds repeated violations, we will terminate the co-operation with the supplier with immediate effect. All existing orders will be cancelled without any liability towards Fiqs-Brands.

### 3. *Publication of the Code of Conduct*

The management of the suppliers shall inform their employees about the contents of this Code of Conduct. A copy of the same, drawn up in the local language, shall be placed in a place accessible to all employees.

### 4. *Incorporation into contract*

The Code of Conduct shall be deemed to form a part of all agreements that Fiqs-Brands enters into or has entered into with suppliers.

### 5. *Damages*

A supplier will be liable for any damages sustained by Fiqs-Brands that are a consequence of a breach of this Code by that supplier.

### 6. *Applicable law*

This Code of Conduct shall be governed by and construed in accordance with Dutch law only. Any disputes relating to this Code shall fall within the exclusive jurisdiction of the competent District Court of Amsterdam (Rechtbank, Amsterdam), the Netherlands.

#### Disclaimer :

*This Code of Conduct is property of Fiqs-Brands.*

*No part of this publication may be reproduced in any form without permission in writing from Fiqs-Brands.*

