

Supplier Code of Conduct



camira



Contents

1. Scope of this Code
2. Introduction
3. Purpose of this Code
4. Supplier Responsibilities
5. Definitions
6. Protecting our people
 - a. General worker requirements
 - b. Human rights
 - c. Child labour
 - d. Terms of employment
 - e. Health & safety in the workplace
 - f. Diversity & inclusion
 - g. Freedom of association and collective bargaining
7. Protecting our business
 - a. Anti-bribery & corruption and the prevention of the facilitation of tax evasion
 - b. Information security & data privacy
 - c. Fair competition
 - d. Conflicts of interest
8. Protecting our world
 - a. General environmental requirements
 - b. REACH
 - c. Persistent Organic Pollutants
 - d. Safe drinking water
 - e. Flame retardant materials
 - f. Animal derived products
9. Reporting procedures
 - a. Reporting a data breach
 - b. Reporting malpractice
10. Appendices
 - a. Appendix A – Supplier Code of Conduct Agreement
 - b. Appendix B – REACH Declaration
 - c. Appendix C – POP Declaration
 - d. Appendix D – Proposition 65 Declaration
 - e. Appendix E – Californian Assembly AB 2998 Declaration
 - f. Appendix F – Supplier Privacy Notice

1. Scope of this Code

This Supplier Code of Conduct is intended for all those involved in the Camira supply chain, including agencies, suppliers and subcontractors.

As a statement of good practice, this Code should be read both by current and aspiring suppliers to Camira and by their subcontractors in the supply chain. We expect our suppliers to communicate this Supplier Code of Conduct to employees, parent company, subsidiaries and subcontractors; our commitment is that we will communicate it to our employees.

For the avoidance of doubt, the Supplier Code of Conduct does not take precedence where the courts or other institutions such as a regulatory agency, authority or body have jurisdiction. If the national laws and the requirements expressed in this document differ, the highest requirement shall apply.

2. Introduction

Camira is committed to maintaining its reputation for ethical behaviour by embracing an open, transparent and safe working environment and ensuring that its business is conducted with integrity.

Camira requires that all those working in connection with it to conduct themselves professionally and fairly with openness and honesty to the highest legal and ethical standards.

Camira adopts a zero-tolerance stance on the discrimination, harassment and victimisation in the workplace and is committed to upholding all applicable compliance and related requirements. Camira expects its suppliers to make the same commitment, including to their own employees.

Camira will work constructively and collaboratively with its suppliers. Camira expects suppliers to be prepared to invest in the business relationship and establish trust with our staff and with other suppliers involved in the delivery of Camira products. Camira also expects suppliers to be able to speak out when others are not upholding the spirit of this Supplier Code of Conduct.

3. Purpose of this Code

The purpose of the Supplier Code of Conduct is to build trusting and open relationships between Camira and its suppliers in order to drive improved performance throughout the supply chain.

In selecting suppliers, Camira checks that it is contracting with reputable organisations that are committed to providing safe working conditions, treating their employees with respect, and delivering environmentally friendly, sustainable products and services. This Code aims to establish the documentary evidence Camira requires to complete its due diligence on its supply chain.

4. Responsibilities

All those involved in Camira's supply chain are responsible for conforming with the requirements of this Supplier Code of Conduct.

Suppliers are responsible for communicating this Code to those working on its behalf, for promoting conformity with the Code, treating those involved in the supply chain with fairness and respect, supplying documentary evidence when required, reporting malpractice through the Whistleblowing arrangements, and assisting investigations into such concerns.

Camira is responsible for providing this Code and maintaining associated records confidentially, communicating this code to its employees, treating those involved in the supply chain with fairness and respect, managing the effective resolution of reports of malpractice including the investigation, actions to address malpractice and any mandatory reporting as required by law.

5. Definitions

'Malpractice': in this context refers to actions which may be: illegal, improper, or unethical; in breach of a professional code; possible maladministration, fraud or misuse of public funds; or acts which are otherwise inconsistent with Camira's Policies; and may for example refer to any of the following: failure to comply with a legal obligation; unprofessional acts; misuse or inappropriate use of funds or resources; a criminal offence; a miscarriage of justice; the endangering health & safety; damage to the environment; deliberate concealment of information relating to any of the above.

'Worker': a person performing work or work-related activities that are under the control of the organisation. Persons perform work or work-related activities under various arrangements, paid or unpaid, such as regularly or temporarily, intermittently or seasonally, casually or on a part-time basis. Workers include top management, managerial and non-managerial persons. The work or work-related activities performed under the control of the organisation may be performed by workers employed by the organisation, workers of external providers, contractors, individuals, agency workers, and by other persons to the extent the organisation shares control over their work or work related activities.

6. Protecting our people

6.1. General worker requirements

'Suppliers to Camira must follow all applicable laws in the countries in which it operates, and be committed to the value of, and respect for, all people. Suppliers are responsible for respecting the human rights of people in its operations and will comply with the standards set forth in the United Nations Universal Declaration of Human Rights. The standards set forth in this Code apply to all workers, including, without limitation, temporary, migrant, student, contract, direct employees, and any other type of worker of the Supplier.

6.2. Human rights

Camira suppliers shall support and respect the free choice of all persons and strictly prohibit forced or compulsory labour for all workers. The supplier shall not do business with, tolerate, or associate with organisations that condone or are engaged in the practice of coercing or imposing work with little or no freedom of choice. The supplier will comply with the **UN Guiding Principles on Business and Human Rights** and will work to raise awareness with its workers of the supplier's responsibility to protect human rights. The supplier will cooperate with law enforcement to address such instances that come to the attention of Camira or the supplier.

In England, human rights are protected primarily through the **Human Rights Act 1998** and the **Modern Slavery Act 2015**.

6.3. Child labour

Camira suppliers shall not engage in or condone the unlawful employment or exploitation of children in the workplace. The supplier shall be committed to combating the exploitation of children, and therefore prohibit any use of child labour within their supply chain. The supplier will work to raise awareness internally of such exploitation and cooperate with law enforcement authorities to address any such instances of which Camira or the supplier becomes aware.

In England, children are protected from exploitation primarily through the **Children and Young Persons Act 1933**, **Children and Young Persons Act 1963** and **The Children (Protection at Work) Regulations 1998**.

6.4. Terms of employment

Camira suppliers shall comply with all laws dealing with the wages the supplier pays its workers and the hours they work. As a minimum, Camira suppliers shall provide all employees with a written employment agreement, which includes information about the nature of work, working hours, salary and holidays.

Camira suppliers shall ensure that all their employees understand their employment conditions, e.g. by providing instruction and training.

Camira suppliers shall pay employee salaries on a regular basis and on time, according to the employment agreement. Minimum pay should reach the minimum statutory level or local industry standard, if higher. Salaries for overtime should be disbursed according to national law. All supplier employees with the same experience and qualifications should have comparable salaries for similar work.

Camira supplier's employees working hours shall follow national law and/or industry standards and shall not be unreasonable, overtime shall be voluntary, employees shall have at least one day off per week and the supplier shall ensure that the employees have breaks during the working day.

All supplier employees shall have the right to paid holiday in accordance with national law. The supplier shall approve employee absence for illness and parental leave and compensate it in accordance with national laws and shall have insurance cover in accordance with national law.

No supplier employee shall under any circumstances be exposed to bodily punishment or any other form of physical, sexual or psychological penalty, harassment or degradation.

In England, workers employment rights are protected primarily through the **Employment Rights Act 1996**, the **National Minimum Wage Act 1998**, the **Working Time Regulations 1998** and various **Pensions Acts**.

6.5. Health & safety in the workplace

Camira suppliers shall provide a safe and secure workplace for all its employees, and prevent accidents to employees, customers, and visitors. The supplier's leadership will ensure support of this commitment in every location and facility in which supplier operates.

As a minimum, Camira suppliers must comply with all health, safety, and security laws of the jurisdictions in which it does business and limit worker exposure to potential safety hazards through proper design, engineering and administrative controls, preventive maintenance and safe work procedures. When necessary to safely perform a job, the supplier shall provide workers, at no cost to the worker, and as appropriate, the proper personal protective equipment and ensure proper maintenance of the equipment. The supplier shall record, track and report all occupational injuries and illnesses as required by applicable laws and in a manner which will:

- i. encourage worker reporting of job-related injuries;
- ii. classify and record cases of injury and work-related illness;
- iii. provide necessary medical treatment; and
- iv. investigate and implement corrective actions to eliminate their causes.

In England, the health and safety of workers is protected primarily through the **Health and Safety at Work etc. Act 1974**.

6.6. Diversity and inclusion

Camira expects the highest standards of, and the supplier shall proactively invest in, equality, diversity and inclusion. The supplier shall ensure that its workplace is free of harassment and discrimination based on a person's status such as race, colour, religion, national origin, gender, sexual orientation, gender identity, age, disability, veteran or military status or other characteristics protected by law. Camira suppliers will ensure that it has requisite policies and practices in place to promote such equality, diversity and inclusion, and foster a harassment and retaliation free environment.

In England, people are protected from discrimination primarily through the **Equality Act 2010**.

6.7. Freedom of association and collective bargaining

Camira suppliers shall respect the rights of workers and comply with all laws concerning freedom of association and collective bargaining. In countries where the freedom of association does not exist, there shall be possibilities for workers to organise at work meetings or to have similar representation at the workplace. Punishment for being a member of a trade union or similar organisation is not acceptable and suppliers shall make an acknowledgement to the right to collective bargaining.

In England, worker rights to freedom of association and collective bargaining are protected primarily through the **Human Rights Act 1998** and the **Trade Union and Labour Relations (Consolidation) Act 1992**.

7. Protecting our business

7.1. Anti-bribery & corruption and the prevention of facilitation of tax evasion

Camira suppliers shall compete strictly based on the merits of their products and services. Camira suppliers must never offer, promise, authorise, or provide, directly or indirectly, anything of value (including, without limitation, business gifts or courtesies) with the intent or effect of inducing anyone (including, without limitation, a Camira customer, Camira employee, or others in the supply chain) to forego their duties and provide unfair business advantage to Camira, supplier, or others. Accordingly, Camira suppliers shall, and will cause its employees, representatives, and subcontractors to, comply with all laws relating to anti-corruption, anti-money laundering, and the prevention of fraud and other financial crime (including tax evasion and its facilitation), in all of the countries in which any affiliated business or associate of the supplier provides products or services, directly or indirectly, and any other countries in which supplier conducts business.

Camira suppliers shall not give to or receive from any director, employee, or representative of Camira any gift, entertainment, or other favour of material value, or any commission, fee, or rebate, with the intent or effect of inducing anyone to forego their duties and provide unfair business advantage to Camira, supplier, or others.

In England, bribery, corruption and tax evasion are prohibited primarily through the **Bribery Act**, the **Criminal Finances Act**, the **Proceeds of Crime Act**, and the **Anti-terrorism, Crime and Security Act**.

7.2. Information security & data privacy

Camira suppliers shall comply with all applicable data protection, privacy and information security laws and regulations (collectively, "Data Protection Laws") including, without limitation, such laws pertaining to Camira customers, Camira employees or other suppliers, and shall not render any service in a manner that causes Camira to violate applicable Data Protection Laws.

Camira suppliers shall properly protect the confidential, proprietary and personal information it handles or otherwise processes by implementing appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, without limitation, the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to such information (a "Data Breach"). The supplier shall only engage other suppliers and subcontractors who ensure the same level of technical and organisational security.

Camira suppliers shall, without undue delay, notify Camira if it reasonably suspects a data breach of any information handled or otherwise processed by the supplier on behalf of Camira or Camira's clients or customers, regardless of the supplier's assessment of the impact or risk of such breach. Camira suppliers must make available to Camira, its clients or customers, all information reasonably requested to assist in the investigation and remediation of such breach and ensure compliance with all obligations under applicable law.

Camira suppliers are expected to create and maintain complete and accurate records to ensure accountability, and not alter or omit any record to conceal or misrepresent the information, event or transaction documented. Records must be retained and deleted in accordance with applicable law.

Suppliers must promptly notify Camira if the supplier has reason to believe that laws or regulations applicable to the supplier in the countries in which it operates or renders services (whether existing or as a result of changes to existing law) either prevent the supplier from, or likely have a substantial adverse effect on the supplier complying with, applicable Data Protection Laws or the terms of the supplier's contract with Camira.

All notification of actual or potential data breach, prevention of compliance with Data Protection Laws or discovery of malpractice in relation to information security and data privacy shall be directed to Camira's data governance team by emailing datagovernance@camirafabrics.com.

Information on how Camira processes the personal information of its suppliers' workers can be found in Appendix F.

In England, data of individuals and organisations is protected primarily through the **Data Protection Act 2018, The Privacy and Electronic Communications (EC Directive) Regulations 2003** (including its amendments) and the **Copyright, Designs and Patents Act 1988**.

7.3. Fair competition

Camira suppliers shall not engage in any illegal anti-competitive conduct or deceptive trade practice for any reason whatsoever, whether on behalf of Camira, the supplier, or others. Accordingly, the supplier must never rig bids, fix prices, or provide or exchange customers', Camira's, the supplier's, or others' competitively sensitive information (including, without limitation, price, cost, and technical data) with Camira's competitors or competitors of the supplier. Camira suppliers must also refrain from abusing their market power, whether for their benefit or for the benefit of others, by refusing to deal fairly, engaging in predatory or discriminatory pricing practices, conditioning the sale or provision of a product or service with that of another product or service, or undertaking similar abusive tactics. Camira suppliers shall not engage in other deceptive or unfair market practices, whether on behalf of Camira, the supplier, or others. Further, the supplier must never make any misrepresentations relating to the products or services of Camira, the supplier or others. Similarly, the supplier must never denigrate Camira's competitors or the supplier's competitors, or their products or services.

In England, the public is protected from anti-trust and anti-competition malpractice primarily through the **Competition Act 1998** and the **Enterprise Act 2002**.

7.4. Conflicts of interest

Camira suppliers shall avoid all conflicts of interest or situations giving the appearance of a conflict of interest when doing business with Camira. Suppliers must promptly report to Camira any instances involving actual or apparent conflicts of interest between the supplier's interest and those of Camira, such as a direct personal or financial interest in a business decision or vendor selection. Likewise, Camira suppliers shall not, without prior written notification to Camira, enter into any business relationship with any director, employee, or representative of Camira that may create a conflict with their fiduciary obligations to, or the interests of, Camira.

In England, corporate social responsibility is promoted primarily through the **Companies Act 2006**.

8. Protecting our world

8.1. General environmental requirements

Camira suppliers shall recognise that adverse effects on the community, environment and natural resources must be minimised to preserve the natural world and safeguard the health and safety of the public. To achieve this objective, suppliers shall observe and comply with all applicable environmental laws, including, without limitation, those which relate to:

- i. obtaining and maintaining required environmental permits, approvals and registrations, as well as complying with applicable operational and reporting requirements;
- ii. the handling, removal, transportation and disposal of hazardous materials used by the supplier; and
- iii. monitoring, controlling, treating and sanitising air emissions, wastewater and solid wastes.

The supplier will seek opportunities that promote the efficient use of resources and energy, as well as clean and low energy solutions.

In England, the environment is protected primarily through the **Environmental Protection Act 1990**, and **The Environmental Permitting (England and Wales) Regulations 2016**.

8.2. Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)

Camira suppliers shall, in accordance with applicable chemical regulatory regimes including relevant REACH regulation(s), communicate information about substances that have been identified as Substances of Very High Concern (SVHC), i.e. substances on the **REACH Candidate List**.

Camira suppliers of products (and packaging) are required to acknowledge their responsibility and declare the absence or presence of any SVHC in articles (products and their packaging) that they supply to Camira. Suppliers that are required to declare the absence or presence of SVHCs shall use Appendix B, to notify Camira prior to the initial supply of products and at repeated intervals of not less than 24 months thereafter.

In England, the requirements under the REACH directive are provided primarily through **EU Regulation (EC) No 1907/2006 Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)**.

8.3. Persistent Organic Pollutants (POPs)

Camira suppliers of products shall declare and guarantee under their sole responsibility that all products including components and their packaging, delivered to Camira are in full compliance with relevant persistent organic pollutants (POP) regulations, and that the packaging materials comply with the concentration levels of heavy metals detailed in relevant packaging regulations.

Suppliers that are required to declare the absence of persistent organic pollutants shall use Appendix C, to notify Camira prior to the initial supply of products and at repeated intervals of not less than 24 months thereafter.

In England, the environment and the health & safety of the public is protected from persistent organic pollutants primarily through **The Persistent Organic Pollutants Regulations 2007**.

8.4. Safe drinking water

Camira suppliers shall, in accordance with applicable chemical regulatory regimes including California's Safe Drinking Water & Toxic Enforcement Act of 1986, communicate information about products that have been identified as containing the chemicals listed in **The Proposition 65 List**.

Camira suppliers of products (and packaging) are required to acknowledge their responsibility and declare the absence or presence of any Proposition 65 chemical in their products that they supply to Camira. Suppliers that are required to declare the absence or presence of Proposition 65 chemicals shall use Appendix D, to notify Camira prior to the initial supply of products and at repeated intervals of not less than 12 months thereafter.

In England, the requirements of Proposition 65 are provided primarily through California's **Safe Drinking Water & Toxic Enforcement Act of 1986** and is applicable when Camira supply's products into the Californian market.

8.5. Flame retardant materials

Camira suppliers shall, in accordance with applicable chemical regulatory regimes including California's AB 2998 and San Francisco's Ordinance No. 211-17, communicate information about products that have been identified as containing 'covered flame retardant chemical' defined in applicable criteria in **Chapter 3 of Division 8 of the Business and Professions Code** and **San Francisco's Policies for Environmental Regulation**.

Camira suppliers of products are required to acknowledge their responsibility and declare the absence or presence of any 'covered flame retardant chemical' in their products that they supply to Camira. Suppliers that are required to declare the absence or presence of 'covered flame retardant chemical' shall use Appendix E, to notify Camira prior to the initial supply of products and at repeated intervals of not less than 12 months thereafter.

In England, the requirements of **AB 2998 are provided primarily through California's AB-2998 Consumer products: flame retardant materials**, an act to add Article 5.5 to Chapter 3 of Division 8 of the Business and Professions Code, relating to business, and is applicable when Camira supplies products into the California domestic market. The requirements of Ordinance No. 211-17 are provided through San Francisco **Regulation SFE-18-02-FR**. And is applicable when Camira supplies products into the San Francisco domestic market.

8.6. Animal derived products

Camira suppliers of products shall support the humane treatment of animals involved in the supply chain in accordance with The Five Freedoms of Animal Welfare. Camira suppliers shall declare the country in which the animals were reared and slaughtered prior to the commencement of initial supply and update Camira prior to any changes. The following requirements must be applied when supplying Camira with animal derived products such as leather and wool.

Leather products supplied to Camira shall only be accepted when produced as a food production by-product of domesticated animals including cow, buffalo, sheep and goat. Leather products originating from pig, snake, alligator, crocodile, lizard, kangaroo, deer, elk, kudu, cat, dog or any endangered species specified on the **IUCN Red List** shall not be supplied to Camira. Nor shall leather products originate from aborted animals, including but not limited to astrakhan, broadtail, krimmer, karakul, Persian lamb, slink or swakara. Additionally, leather products shall not originate from Indian or Bangladeshi cow, calf or ox.

Wool products supplied to Camira shall only be accepted when originating from living and domesticated animals. Wool shall not originate from animals that have been handled, harvested or sheared in a way that harmed the animals. Nor shall wool originate from sheep that have undergone mulesing or from farms which practice mulesing.

Additionally, no fur from any species shall be supplied to Camira, except for 'hair-on' cow or sheep leather where the hair is intact with the original leather base.

In England, the welfare of animals is governed by the **Animal Welfare Act 2006**, is promoted through the **Animal Welfare Committee (AWC)** and works in cooperation with the **European Forum of Animal Welfare Councils (EuroFAWC)**. Additional requirements are provided through the U.S. **Endangered Species Act 1973** and the **California Penal Code 653o** which are applicable when Camira supplies into the U.S. and California markets.



9. Reporting procedures

9.1. Reporting a data breach

In accordance with clause 7.3 of this Code, all notification of actual or potential data breach, prevention of compliance with Data Protection Laws or discovery of malpractice in relation to information security and data privacy shall be directed to Camira's data governance team by emailing datagovernance@camirafabrics.com immediately upon detection.

9.2. Reporting malpractice

Camira key contact

Concerns about any form of malpractice should normally be first raised with the supplier's key Camira contact. There is no special procedure for informing the Camira key contact other than simply telling them about the concerns or put it in writing if preferred. If the supplier has any personal interest in the issue, then this should be raised at the outset.

Camira management

If the supplier is unable to tell the Camira key contact, for whatever reason, the supplier should raise the issue with the next tier of Camira management or, if the issue is related to financial issues, Camira's Finance Director.

Camira Board of Directors

If the supplier is unable to tell the next tier of Camira management and/or the Finance Director because there is belief that the individual may be implicated in the malpractice, the supplier should raise the matter in confidence with another Camira Board Director. The Camira Board of Directors are entrusted with the duty of investigating concerns about illegal, improper or unethical behaviour.

Camira CEO

If the supplier has reported a matter as described in the above paragraphs and believes that the response does not represent a reasonable response to the issues the supplier has raised, the supplier may report the matter directly to the Chief Executive Officer (CEO).

10. Appendices

Camira suppliers shall determine the applicability of the above Code requirements and submit the accurate and completed appendices referenced within this Code. A table of the appendices is provided below and together with this Code they are available on the Camira website under the Resources section, maintained as document information.

Reference	Title	Purpose	Review
Appendix A	Supplier Code of Conduct Agreement	Commitment to this Code	<24 months
Appendix B	REACH Declaration	Chemical declaration	<24 months
Appendix C	POP Declaration	Chemical declaration	<24 months
Appendix D	Safe Drinking Water Declaration	Chemical declaration	<12 months
Appendix E	Flame Retardant Materials Declaration	Chemical declaration	<12 months
Appendix F	Supplier Privacy Notice	Camira's processing of supplier data	<24 months

