

# Supplier Code of Conduct

Updated 06/2022  
Replacing version 02/2020



HEL SPORT

# Supplier Code of Conduct

Updated 06/2022  
Replacing version 02/2020

## **Brands within BRAV Norway AS**

Swix

Toko

Lundhags

Ulvang

Helsport

Brav Teamwear

Skisporet.no

## **Companies within BRAV Norway AS**

Brav Sweden AB

Brav Finland OY

UAB Brav LT

Brav Germany GmbH

Brav Switzerland AG

Brav US Inc.

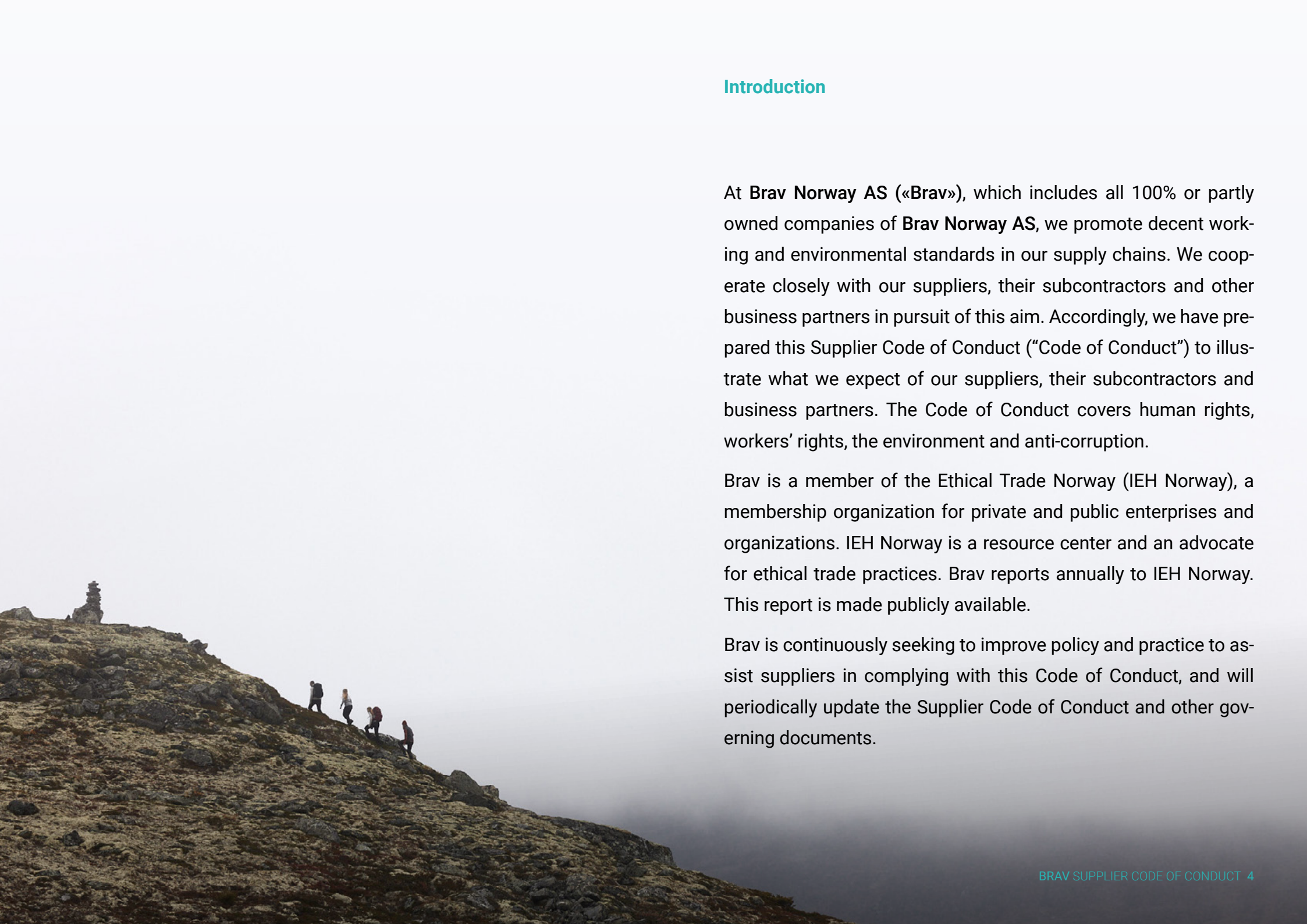
Brav Japan K.K

Helsport AS

## Table of Contents

Introduction.....	4	8. No Excessive Working Hours (ILO Convention No. 1 and 14).....	10
Principles.....	5	9. Providing Regular Employment.....	10
<b>Requirement relating to working and environmental conditions of the Supplier and the supply chain.....</b>	<b>6</b>	<b>Requirement relating to own business practice.....</b>	<b>11</b>
<b>1. Freely Chosen Employment</b> (ILO Conventions Nos. 29 and 105).....	<b>7</b>	<b>10. Anti-bribery and corruption.....</b>	<b>12</b>
<b>2. Freedom of Association and the Right to Collective Bargaining</b> (ILO Conventions Nos. 87, 98, 135 and 154).....	<b>7</b>	<b>11. Anti-money laundering.....</b>	<b>13</b>
<b>3. No Child Labour</b> (UN Convention on the Rights of the Child, ILO Conventions Nos. 138, 182 and 79, and ILO Recommendation No. 146).....	<b>7</b>	<b>12. Sanctions.....</b>	<b>13</b>
<b>4. No Discrimination</b> (ILO Conventions Nos. 100 and 111 and the UN Convention on Discrimination Against Women).....	<b>8</b>	<b>13. Change of Ownership.....</b>	<b>13</b>
<b>5. No Harsh or Inhumane Treatment.....</b>	<b>8</b>	<b>Requirement relating to conditions outside the Suppliers' workplace.....</b>	<b>14</b>
<b>6. Safe and Hygienic Working Conditions</b> (ILO Convention No. 155 and ILO Recommendation No. 164).....	<b>8</b>	<b>14. Consideration for Marginalized Populations.....</b>	<b>15</b>
<b>7. Adequate Wages</b> (ILO Convention No. 131).....	<b>9</b>	<b>15. Protection of the Environment.....</b>	<b>15</b>
		<b>16. Animal welfare.....</b>	<b>16</b>
		<b>17. Management systems of Supplier.....</b>	<b>17</b>
		<b>18. Monitoring, audits and reporting.....</b>	<b>17</b>
		<b>19. Notification and handling of potential non-compliance.....</b>	<b>18</b>





## Introduction

At **Brav Norway AS** («Brav»), which includes all 100% or partly owned companies of **Brav Norway AS**, we promote decent working and environmental standards in our supply chains. We cooperate closely with our suppliers, their subcontractors and other business partners in pursuit of this aim. Accordingly, we have prepared this Supplier Code of Conduct (“Code of Conduct”) to illustrate what we expect of our suppliers, their subcontractors and business partners. The Code of Conduct covers human rights, workers’ rights, the environment and anti-corruption.

Brav is a member of the Ethical Trade Norway (IEH Norway), a membership organization for private and public enterprises and organizations. IEH Norway is a resource center and an advocate for ethical trade practices. Brav reports annually to IEH Norway. This report is made publicly available.

Brav is continuously seeking to improve policy and practice to assist suppliers in complying with this Code of Conduct, and will periodically update the Supplier Code of Conduct and other governing documents.

## Principles

The Supplier is to supply goods and services that are produced in compliance with the Code of Conduct. Moreover, the Supplier is to communicate the Code of Conduct to its sub-suppliers.

The Supplier must be able to document compliance with the Code of Conduct at Brav's request. Such documentation may take the form of self-declaration, follow-up meetings, and/or audits performed by our employees or external auditors at the Supplier's premises.

Furthermore, the Supplier shall facilitate information gathering from its suppliers related to the suppliers' compliance with Code of Conduct requirements at Brav's request, including but not limited to naming and providing contact information for any sub-supplier that Brav wishes to inspect.

The Supplier shall use best efforts to include contractual clauses that set out the same requirements and obligations as this Code of Conduct in agreements with its suppliers. Use of suppliers that do not accept provisions setting out obligations equal to this Code of Conduct in relation to deliveries to Brav, shall not take place without Brav's prior written approval.

When new suppliers are selected and on-boarded, emphasis will be given to the standards as described in this document.





- ▶ Requirement relating to working and environmental conditions of the Supplier and the supply chain





This Code of Conduct is based on internationally acknowledged UN and ILO conventions, and sets out a minimum standard. The employment legislation applicable to the place of production must be respected. Where national laws and regulations cover a topic that is also dealt with in this Code of Conduct, the higher standard shall apply.

**1. Freely Chosen Employment (*ILO Conventions Nos. 29 and 105*)**

- 1.1 There shall be no forced, bonded or involuntary prison labor.
- 1.2 Workers shall not be required to lodge “deposits” or identity papers with their employer and shall be free to leave their employer after reasonable notice.

**2. Freedom of Association and the Right to Collective Bargaining (*ILO Conventions Nos. 87, 98, 135 and 154*)**

- 2.1 Workers, without distinction, shall have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.2 Workers representatives shall not be discriminated against and shall have access to carry out their representative functions in the workplace.

- 2.3 Where the right to freedom of association and collective bargaining is restricted under law, the employer shall facilitate, and not hinder, the development of parallel means for independent and free association and bargaining.

**3. No Child Labour (*UN Convention on the Rights of the Child, ILO Conventions Nos. 138, 182 and 79, and ILO Recommendation No. 146*)**

- 3.1 Children and young persons under the age of 18 shall not be engaged in labor that is hazardous to their health or safety, including night work.
- 3.2 Children under the age of 15 (14 or 16 in certain countries) shall not be engaged in labor that is detrimental to their education.
- 3.3 New recruitment of child labour in infringing of the above mentioned conventions is unacceptable. If child labour, as described above, is already in existence, sustained efforts shall be made to redress the situation as quickly as possible. However, the children concerned shall be given the possibility of earning a livelihood, as well as acquiring an education until they are no longer of compulsory school age.



**4. No Discrimination (*ILO Conventions Nos. 100 and 111 and the UN Convention on Discrimination Against Women*)**

- 4.1 There shall be no discrimination at the workplace based on ethnic background, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.
- 4.2 Measures shall be established to protect workers from sexually intrusive, threatening, insulting or exploitative behavior, and from discrimination or termination of employment on unjustifiable grounds, e.g. marriage, pregnancy, parenthood or HIV status.

**5. No Harsh or Inhumane Treatment**

- 5.1 Physical abuse or punishment, or threats of physical abuse, sexual or other harassment and verbal abuse, as well as other forms of intimidation, shall be prohibited.

**6. Safe and Hygienic Working Conditions (*ILO Convention No. 155 and ILO Recommendation No. 164*)**

- 6.1 The working environment shall be safe and hygienic, bearing in mind the prevailing knowledge of the industry and of any specific



hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in, the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

- 6.2 The employer must work proactively to avoid accidents causing harm to any employee in the workplace. Relevant first aid equipment must be available in each factory, and at least one person in each department should have training in basic first aid. It is recommended that a doctor or a nurse should be available at short notice, in case of an accident in the factory. The employer should pay any costs not covered by the social security, which a worker may incur for medical care, following an injury during work in the factory.
- 6.3 Workers shall receive regular and documented health and safety training, and such training shall be repeated for new workers.
- 6.4 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 6.5 Accommodation, where provided, shall be clean, safe and adequately ventilated, and shall have access to clean toilet facilities and potable water.

- 6.6 Fire Safety. The factory should have clearly marked aisles and exits, and emergency exits should be provided on all floors. Emergency exits 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. 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. Everyone working on the premises, including managers and guards, must be regularly trained in how to act in case of fire or other emergencies. Regular evacuation drills for all employees are required; evacuation plans and firefighting equipment must be in place. Audible fire alarms should be present in all work areas and should be tested regularly.

## **7. Adequate Wages (*ILO Convention No. 131*)**

- 7.1 Wages and benefits paid for a standard working week shall meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. Wages should always be enough to meet basic needs and to provide some discretionary income.

7.2 All workers shall be provided with a written and comprehensible contract outlining their wage conditions and method of payments before entering employment.

7.3 Deductions from wages as a disciplinary measure shall not be permitted.

#### **8. No Excessive Working Hours (*ILO Convention No. 1 and 14*)**

8.1 Working hours shall comply with national laws and benchmark industry standards, whichever affords greater protection. It is recommended that working hours do not exceed 48 hours per week (8 hours per day).

8.2 Workers shall be provided with at least one day off for every 7-day period.

8.3 Overtime shall be limited. Recommended maximum overtime is 12 hours per week.

8.4 Workers shall always receive overtime pay, minimum in accordance with current legislation.

#### **9. Providing Regular Employment**

9.1 Obligations to employees under international conventions and social security laws, and regulations arising from the regular employment relationship, shall not be avoided through use of short term contracting (such as contract labor, casual labor or day labor), sub-contractors or other labor relationships.

9.2 All workers are entitled to a contract of employment that shall be written in a language they understand.

9.3 The duration and content of apprenticeship programs shall be clearly defined.



- ▶ Requirement relating to own business practice



## **10. Anti-bribery and corruption**

- 10.1 Brav does not tolerate bribery and corruption in any form. We require full transparency for all business transactions and do not accept bribes, facilitation payments or any other kind of improper benefits to take place between Brav and Supplier or between Supplier and subcontractors or other third-party that the Supplier engages with.

The Supplier represents and warrants that it, and its officers, directors, employees, agents, representatives and, to their knowledge, any subcontractor (together referred to as the “Group”), have not, directly or indirectly, in any way that relates to the relationship with Brav, breached applicable laws, rules, and regulations relating to bribery, corruption, money laundering, fraud or similar activities, including but not limited to, the US Foreign Corrupt Practices Act, the UK Bribery Act, the Norwegian Penal Code and similar laws adopted by the country of origin of the Supplier (together referred to as “Anti-Corruption Laws”).

Furthermore, the Supplier undertakes to conduct its activities under the relationship with Brav in accordance with applicable laws and regulations, including but not limited to Anti-Corruption Laws.

## **11. Anti-money laundering**

- 11.1 Suppliers shall not take part in any form of money laundering and shall ensure that financial transactions in which Brav is part of are not used to launder money. Brav do not accept any form of money laundering or terrorist financing and the Supplier shall comply with all applicable laws prohibiting the same.

## **12. Sanctions**

- 12.1 The Supplier represents and warrants that neither it, nor any individual or entity owning 50% or more or who otherwise controls the Party, directly or indirectly, or any of its directors or senior managers, nor to its knowledge any contractors or their subcontractors, is designated on a Sanctions List (whether designated by name or by reason of being included in a class of person). The Supplier undertakes to immediately notify Brav in writing should it become aware of any changes in this respect.

The Supplier represents and warrants that it will comply with applicable sanctions and export control legislation, including but not limited to, laws, regulations, decisions or executive orders



adopted, maintained or enforced by Sanctions Authorities. This includes that the Supplier shall not engage in any business relationship with any natural or legal person who is designated on any sanctions or restricted party list (whether by name or reason for being included in a class of persons) or is directly or indirectly owned or controlled by such designated natural or legal person.

For the purpose of this Clause, the following definitions shall apply:

(i) "Sanctions Authorities" means the European Union, the United Kingdom, the United States of America and Norway.

(ii) "Sanctions List" means any list of blocked or sanctioned individuals, organizations or entities adopted, maintained or enforced under any sanctions or export controls laws adopted, maintained or enforced by Sanctions Authorities.

### **13. Change of Ownership**

13.1 The Supplier shall give Brav two weeks written notice in the event that there is a contemplated change of ownership or control in the Supplier or in the Supplier's parent company, or where a substantial part of the Supplier's business is transferred to a third party.



- ▶ Requirement relating to conditions outside the Suppliers' workplace





#### **14. Consideration for Marginalized Populations**

14.1 Production and extraction of raw materials for production shall not contribute to the destruction of the resources and income base for marginalized populations, such as in claiming large land areas or other natural resources on which these populations are dependent.

#### **15. Protection of the Environment**

15.1 Environmental measures shall be taken into consideration throughout the production and distribution chain ranging from the production of raw material to the consumer sale. Local, regional and global environmental aspects shall be considered. The local environment at the production site shall not be exploited or degraded by pollution. The Supplier shall comply with all applicable environmental laws and shall take effective measures to ensure that its performance under the Purchase Agreement does not cause any adverse impact on the environment.

15.2 National and international environmental legislation and regulations shall be respected.

15.3 Relevant discharge permits shall be obtained where required.

15.4 Hazardous chemicals and other substances shall be carefully managed.

15.5 The Supplier must keep record of all chemical substances used in production and all associated processes. No restricted substances according to REACH Annex XVII, and EU regulations and/or other international standards as further described in our Restricted Substances List may be used in production of our products or in any associated process.

15.6 The Supplier shall have an Environmental, Social and Governance (ESG) program, and shall present periodical reports to Brav on progress and KPIs.

Brav and Supplier shall contribute in a joint program to reduce negative environmental impact, improve workers conditions, and assure non corruption. Such a program shall include workers training, implementation of whistleblowing channels, and reporting.

## 16. Animal welfare

Brav is aware of our responsibility for the welfare of animals. Traceability, sustainability, animal welfare, and farm conditions must be taken into account when choosing suppliers of animal fibers. The Supplier must follow international ethical standards and regulations.

- 16.1 *Mulesing*. Mulesing is a practice performed on some Merino sheep herds in Australia and New Zealand to prevent fly strike. This kind of treatment shall not occur in Brav's supply chain with regards to the production of Brav's wool products. Brav does not accept clips as an alternative to perform mulesing.
- 16.2 *Down*. Down used in Brav's products shall be taken only from birds killed for food purposes. Brav does not accept "live-plucking" of down.
- 16.3 *Leather products*. Leather products are only to be made from utility animals as pigs, sheep and cattle, where the animal was slaughtered for the purpose of meat productions. We have a clear ban on use of tanneries from Bangladesh.
- 16.4 Brav does not use animal fur in any shape or form.
- 16.5 Brav does not accept force feeding of birds.





## **17. Management systems of Supplier**

17.1 The management system is key to the implementation of the Code of Conduct. Brav emphasizes the importance of the Supplier having systems that support such implementation. Brav's expectations in this regard are summed up in the following measures:

- The Supplier must make the CoC known in all relevant parts of its organization.
- The Supplier must obtain Brav's consent prior to outsourcing production or parts of production to a sub-supplier/contractor, if this has not been agreed in advance.
- The Supplier must be able to give an account of where goods ordered by Brav are produced.

## **18. Monitoring, audits and reporting**

Brav expects the Supplier to respect the Code of Conduct. Thus, Brav may at any time, with reasonable notice, during the term of the Purchase Agreement, and for a period of two (2) years after its termination, undertake auditing measures of the Supplier in order to assess its performance and compliance in relation to its obli-

gations under the Purchase Agreement. This includes appointing external advisors to conduct audits and investigation. The audits may be announced or unannounced.

The Supplier is obliged to fully cooperate with Brav and/or its advisors, providing all required information, documentation and access to both premises and personnel. Brav may require, and the Supplier is obliged to disclose to Brav, the Supplier's accounting books, bank records, correspondences/e-mails, financial records, invoices, ledgers, contracts, employment contracts, and other documents indirectly or directly related to the Supplier's performance under the Code of Conduct.

Each Party shall bear its own costs with respect to any audits performed, unless a violation which is not immaterial of the Code of Conduct is uncovered, in which case the Supplier shall reimburse Brav all reasonable costs associated with the audit.

**19. Notification and handling of potential non-compliance**

The Supplier shall promptly notify Brav in writing upon discovery of any instance where it (i) fails to comply with any of the provisions in the Code of Conduct, (ii) is subject to an investigation or prosecution which relates to an alleged infringement of any law or (iii) is listed by any government department or agency as target of economic sanctions. In any of the aforementioned events, the Supplier shall promptly take mitigating measures to minimize any adverse effect on Brav. If a breach is not cured by the Supplier within reasonable time or repeated breaches of these obligations occur, this shall be regarded as a material breach of the Purchase Agreement, and Brav shall be entitled to suspend or terminate the Purchase Agreement with immediate effect without liability.

Notwithstanding anything stated in this Clause 19 above, violation of Code of Conduct Clauses 1-12 and 14-16 shall automatically be deemed a material breach of the Purchase Agreement, and Brav shall be entitled to suspend or terminate the Purchase Agreement with immediate effect without liability.

The Supplier shall indemnify and hold harmless Brav from and against any losses, damages and claims arising from a material breach of the Code of Conduct. This indemnity shall survive termination of the Purchase Agreement.

We hereby accept to comply with the Code of Conduct.

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Company, signature and date



# BRØV

SWIX ULVANG *Lundhags*

◆ Helsport TOKO  Skisporet



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