



# RODD & GUNN®

NEW ZEALAND

## SUPPLIER CODE OF CONDUCT V3.2023

### Introduction

Rodd & Gunn are committed to manufacturing products in conditions that are humane, safe and fair. Our Supplier Code of Conduct (“**Code**”) defines the minimum acceptable working conditions we require our suppliers and extended supply chain to uphold. The conditions in our Code are aligned with the [Ethical Trading Initiative \(ETI\) Base Code](#) and [International Labour Organization’s \(ILO\) Five Fundamental Principles and Rights at Work](#).

In addition to these principles and rights, Rodd & Gunn have implemented specific supporting policies, including but not limited to environmental responsibility and animal welfare, to assist with the prevention and management of unacceptable conditions.

### Scope

The Rodd & Gunn Supplier Code of Conduct & Policies apply to all levels of the supply chain, including but not limited to:

- final stage factories & suppliers
- textiles & trims suppliers
- wet processing facilities
- sub-suppliers & sub-contractors of any facility or supplier
- raw material processing facilities
- farms, husbandry, shearing etc.

### Implementation

- a. Rodd & Gunn require all direct suppliers and manufacturers to pledge their commitment to us by signing our Code & Policies. It is expected that all direct suppliers share this Code & Policies with the extended supply chain.
- b. The Rodd & Gunn Supplier Code of Conduct (p.2-6) and Rodd & Gunn Worker Grievance Notice (Appendix A) are to be posted in a conspicuous place, freely accessible by all workers, employees, supervisors and managers, and in the local language(s).
- c. To help deliver our Code effectively, Rodd & Gunn provide an officially translated Code and Worker Grievance Policy / Notice to suppliers & workers in their local language. To date, the languages included are: Chinese (simplified), Bengali, Hindi, Malagasy, French, Vietnamese, Turkish, Indonesian, Italian, Portuguese, Thai and Khmer.
- d. Industry partners, multi-stakeholder initiatives (MSIs) and non-governmental organisations (NGOs) form an integral part in Rodd & Gunn’s future strategies to ensure our Code & Policies are supported effectively and remain current with ongoing developments related to social, ethical and environmental responsibility.



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### 1.1 Employment is freely chosen

- i. There is no forced, bonded, trafficked or involuntary prison labour.
- ii. Workers, both women and men, are not required to lodge “deposits” or their identity papers with their employer and are free to leave their employer after reasonable notice.

### 1.2 Responsible migrant worker recruitment

- i. There shall be no worker paying for their job.
- ii. Workers receive a timely refund of fees and costs paid to obtain or maintain their job.
- iii. Workers retain control of their travel documents and have full freedom of movement.
- iv. All workers are informed, in a language they understand, of the basic terms & conditions of their employment before leaving their country of origin.
- v. Further explanation on the above minimum standards can be found in **Rodd & Gunn’s Migrant Worker Recruitment Policy**.

### 1.3 Modern Slavery

- i. The supplier must take reasonable steps to identify, assess and address risks of Modern Slavery practices in the operations and supply chains used in the provision of the Goods and/or Services.
- ii. The supplier will ensure Personnel responsible for managing the operations and supply chains used in the performance of the Contract have undertaken suitable training to be able to identify and report Modern Slavery.
- iii. Within one month of the Contract Start Date, the supplier will prepare and implement a Modern Slavery Risk Management Plan in relation to its performance of this Contract and, if requested by the Customer, provide a copy of this plan to the Customer. The Modern Slavery Risk Management Plan should at a minimum detail:
  - a. the supplier’s steps to identify and assess risks of Modern Slavery practices in the operations and supply chains used in the performance of the Contract;
  - b. the supplier’s processes for addressing any Modern Slavery practices of which it becomes aware in the operations and supply chains used in the performance of the Contract;
  - c. the content and timing of training for Personnel about Modern Slavery; and
  - d. the Grievance Mechanism/s available to Personnel.
- iv. The supplier must comply with the Modern Slavery Risk Management Plan in its performance of this Contract. For the avoidance of doubt, nothing in this clause derogates from the supplier’s other obligations arising under this Contract or otherwise in relation to the provision of the Goods and/or Services.
- v. If at any time the supplier becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the Contract, the Supplier must as soon as reasonably practicable, take all reasonable action to address or remove these practices, including where relevant by addressing any practices of other entities in its supply chains.

### 1.4 Freedom of association and the right to collective bargaining are respected

- i. Workers, without distinction and irrespective of gender, have the right to join or form trade unions of their own choosing and to bargain collectively.
- ii. The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- iii. Workers’ representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- iv. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

### 1.5 Working conditions are safe and hygienic



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- i. A safe and hygienic working environment shall be provided, 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 minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- ii. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- iii. Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- iv. Food, where provided, shall be of acceptable quality and prepared, stored, and served in a safe and sanitary manner, in accordance with all applicable laws and regulations, as well as religious/cultural dietary needs taken into consideration where appropriate (e.g. migrant workers).
- v. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- vi. Appropriate measures shall be taken to obtain all relevant licenses and documentation required by national legislation, and to see to the stability and safety of the equipment and buildings, as well as to protect against and prepare for any foreseeable emergency. This includes housing facilities for workers when these are provided or mandated by the employer or a recruitment partner.
- vii. The company observing the code shall assign responsibility for health and safety to a senior management representative.
- viii. Functioning smoke detectors are to be installed in all areas of factory buildings, including but not limited to office, production areas, canteen, warehouse & dormitories.

### 1.6 Child labour shall not be used

- i. There shall be no new recruitment of child labour.
- ii. Companies shall develop or participate in and contribute to policies and programs which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; "child" and "child labour" being defined in the appendices.
- iii. Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- iv. These policies and procedures shall conform to the provisions of the relevant ILO standards (ILO Conventions 138 and 182).
- v. Further explanation on the above minimum standards can be found in **Rodd & Gunn's No Child & Forced Labour Policy**.

### 1.7 Fair wages are paid

- i. Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- ii. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- iii. Where a pay rate for production, quota or piece work, is established, allow workers to earn at least a wage which respectively meets or exceeds applicable legal minimum wages, industry standards, or collective bargaining agreements (where applicable) within standard working hours.
- iv. Deductions from wages as a disciplinary measure 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 disciplinary measures should be recorded.

### 1.8 Working hours are not excessive

- i. Working hours must comply with national laws, collective agreements, and the provisions of 1.8.ii to 1.8.vi below, whichever affords the greater protection for workers. Sub-clauses 1.8.ii to 1.8.vi are based on international labour standards.
- ii. Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week.\*
- iii. All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the



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extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.

- iv. The total hours worked in any seven-day period shall not exceed 60 hours, except where covered by clause 1.8.v. below.
- v. Working hours may exceed 60 hours in any seven-day period only in exceptional circumstances where all of the following are met:
  - this is allowed by national law;
  - this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
  - appropriate safeguards are taken to protect the workers' health and safety; and
  - he employer can demonstrate that exceptional circumstances apply, such as unexpected production peaks, accidents or emergencies.
- vi. Workers shall be provided with at least one day off in every seven-day period or, where allowed by national law, two days off in every 14-day period.
- vii. Piece-rate work shall not be exempted from the right to overtime compensation.

\* International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced.

### 1.9 No discrimination is practiced

- i. There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, birth, age, social background, ethnic and national origin, religion, nationality, gender and sex, sexual orientation, marital status and family responsibilities (including pregnancy), union membership, political affiliation or opinions and any other condition that could give rise to discrimination.
- ii. Further information on gender-specific minimum requirements can be found in **Rodd & Gunn's Gender Equality Policy**.

### 1.10 Regular employment is provided

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

### 1.11 No harsh or inhumane treatment is allowed

- i. Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.
- ii. All workers, women and men, are protected from retaliation for complaining about harassment or raising any other grievance or inappropriate treatment.

### 1.12 Anti-Bribery

- i. Suppliers must conduct their business ethically without bribery, corruption, or any type of fraudulent Business Practice.
- ii. Suppliers must meet the requirements of local and national laws related to bribery, corruption, or any type of fraudulent Business Practice.



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- iii. Suppliers should have a Business Ethics Policy, covering bribery, corruption, or any type of fraudulent Business Practice, and documented handling procedure of such cases.
- iv. Suppliers should ensure their staffs are trained on what action to take in the event of an issue related to Ethical Business Practice arising in their area.
- v. Supplier should maintain a record on all bribery, corruption, or any type of fraudulent Business Practice case with supporting evidence, and the corresponding disciplinary measures.
- vi. Suppliers should have a transparent system in place for confidentially reporting and dealing with unethical Business Ethics without fear of reprisals towards the reporter.

### 1.13 Animal welfare

- i. Rodd & Gunn consider it unacceptable to harm animals for the manufacture of our products.
- ii. Animal skins, fibre, down/feather must not be removed from live animals (including live plucking and molt harvesting) at any stage in the supply chain.
- iii. Down & feather must not be from animals that are force fed during their life for any reason including the production of foie gras.
- iv. Fur and farmed fur must not be used, however shearling or hair on leather, which are by-products of other industries, may be used.
- v. All animal skins sourced by our suppliers must be a by-product of the meat industry.
- vi. Further explanation on the above minimum standards can be found in **Rodd & Gunn's Animal Welfare Policy**.

### 1.14 Sub-contracting

- i. Rodd & Gunn discourage suppliers' use of sub-contracting to limit the potential exploitation in distant or removed parts of the supply chain.
- ii. The use of unauthorised subcontracting is strictly prohibited across any stages of production of Rodd & Gunn's products.
- iii. Whenever sub-contracting can't be avoided (e.g. where necessary for specific production processes such as embroidering, printing etc.), suppliers must seek prior written approval from Rodd & Gunn. All samples and bulk production orders must take place in pre-approved facilities only, without exception.
- iv. Code compliance at sub-contractor level is critical to an ongoing relationship and suppliers must be able to verify this requirement at any given time.
- v. Further explanation on the above minimum standards and related documents can be found in **Rodd & Gunn's Sub-Contractor Policy**.

### 1.15 Transparency & Traceability

- i. Suppliers shall carry out their activities in an honest, ethical and transparent way. Suppliers shall disclose all manufacturing sources and not refuse any form of inspection from either Rodd & Gunn or a 3rd party auditor. Regular independent onsite inspections are conducted to ensure compliance with this Code and Policies.
- ii. Rodd & Gunn require suppliers to track and monitor all locations in all levels of their supply chain to the best of their abilities and provide information upon request.
- iii. In order to remain transparent, Rodd & Gunn may occasionally publish information from our tracing projects online.

### 1.16 Environmental Responsibility

- i. Suppliers must comply with applicable local and international laws & regulations, must maintain a written environmental policy, and implement a system to minimize or eliminate negative impacts of its practices on the environment.
- ii. Suppliers may be asked to submit data on environmental parameters (e.g. water use, wastewater management, CO2 Emissions) to assist with industry benchmarking and development of improvement strategies.
- iii. Suppliers should design and source packaging that minimises the environmental impact. This includes using low impact and sustainably sourced resources that take into account resource efficiency, waste prevention,



minimisation and the ability to reuse and recycle.

### 1.17 Industry Collaboration

- i. Rodd & Gunn are committed to seeking out partnerships with specialised industry collaborations and multi-stakeholder initiatives (MSI), designed to support industry-wide changes and improvements. We strongly encourage our suppliers to do the same by adopting similar partnerships.
- ii. We ask all our suppliers to cooperate fully with any training, reporting or auditing processes.
- iii. Recommended industry partners or certifiers, listed in no particular order or preference:
  - WRAP, SEDEX, ISO Standards, SA8000
  - Ethical Trading Initiative (ETI), International Labour Organisation (ILO)
  - United Nations Sustainability Development Goals (UNSDG)
  - Cotton USA, SUPIMA, Cotton Australia, Good Earth Cotton, ZQ Merino, EU Flax
  - Bluesign, Oeko-Tex Standard 100, ZDHC
  - Textile Exchange (TE) - RWS Wool, RDS Down/Feather, GRS Products, OCS Products
  - Global Organic Cotton Standard (GOTS)
  - Leather Working Group (LWG)

### 1.18 Code Compliance & Auditing

- i. Compliance of our Code & Policies forms an important element to ensure all minimum social, ethical and environmental standards are met in Rodd & Gunn's supply chain. This Code should not prevent suppliers / factories and the extended supply chain from exceeding these standards.
- ii. Suppliers & factories are expected to comply with relevant laws and regulations of the country in which workers are employed. Where there are conflicts between these standards and a law/regulation, suppliers are to adopt the provision which affords greater protection for the employee.
- iii. Periodic independent onsite auditing is conducted to monitor the compliance level continuously and broad auditing results are published online.
- iv. Suppliers & factories shall not refuse any form of inspection from either Rodd & Gunn staff or a 3rd party auditor, whether announced or **unannounced**. Full access is to be given to the facilities and worker accommodation, and any other areas or evidence requested by the individuals conducting the monitoring.
- v. Suppliers & factories are expected to facilitate on-site and off-site interviews or surveys with workers in full confidentiality, without any negative influence or coaching from the management. There shall be no retaliation or any form of intimidation against workers who are interviewed or wish to speak out at any point during or after an audit or survey.
- vi. Suppliers are expected to engage fully with Rodd & Gunn on addressing any non-compliances from an audit within the given timeframes.