

## SUPPLIER CODE OF CONDUCT

### Table of Contents

1. Application and scope
2. Compliance with applicable laws and regulations
3. Transparency
  - A) Approved production sites
  - B) Disclosure
4. Business integrity
5. Ethical Trading Initiative (ETI) base code
6. Modern Slavery
7. Grievance Process
8. Homeworkers
9. Migrant and/or agency workers
10. Forced labour
11. Health and Safety
  - A) Building and machinery safety
  - B) Fire safety
  - C) Accommodation
12. Environmental management System
  - A) Chemical management and safety
  - B) Harmful Substances
13. Sustainable Packaging
14. Animal Welfare
15. Compliance with The Code of Conduct
16. Violations of The Code of Conduct
17. Regular Review
18. Supplier acceptance of The Code of Conduct

#### Related Policies

The following policies and guidelines that should be read in conjunction with this Code of Conduct:

- Ethical Trading Initiative Base Code Appendices
- Responsible Sourcing & Social Audit requirements in the Supplier On-boarding Pack
- Homeworkers Policy
- Animal Welfare Policy
- Harmful Substances Policy
- Restricted Substances List
- Sustainable Packaging Policy



# Camilla

## 1. Application and scope

CAMILLA is committed to both fair and safe working conditions for all those in our supply chain, and to protecting the environment. We strive to act responsibly and transparently and require our suppliers to do the same.

This CAMILLA Supplier Code of Conduct (the Code of Conduct) applies to all suppliers, including agents, subcontractors, trim and raw material suppliers. The Code of Conduct (including Related Policies) forms part of our conditions of trade. By signing the CAMILLA Product Supply Agreement, you agree to be legally obliged to comply with the Code of Conduct.

Suppliers are also responsible for ensuring compliance with the Code of Conduct along their supply chains. As such, we require suppliers to communicate the Code of Conduct to their facilities, subcontractors as well as raw material and trims suppliers.

This Code of Conduct is based on the Ethical Trading Initiative (ETI) Base Code, conventions of the International Labour Organisation (ILO) including the ILO Convention on Homework and the Declaration on Fundamental Principles and Rights at Work as well as internationally recognised good labour practices. The Code of Conduct represents minimum not maximum standards.

## 2. Compliance with applicable laws and regulations

Suppliers are expected to comply with all national and other applicable laws. Where the Code of Conduct and the law address the same topic, suppliers are expected to apply the provisions which afford the greatest protection.

## 3. Transparency

CAMILLA believes only through a partnership approach can we foster open communication and transparent dealings. Our commitment to transparency extends to full visibility of our supply chain and the social and environmental standards within and we request our suppliers to demonstrate this in return.

### A) Approved production sites

Suppliers must commit to full transparency of their supply chain including providing names and locations of the facilities involved in the production of CAMILLA product.

No production may commence until CAMILLA has provided written approval of all primary and subcontracted facilities.

Suppliers are responsible for ensuring CAMILLA is regularly informed of any changes or additions to production facilities and to seek approval before any production commences. Responsibility for communication and enforcement of the Code of Conduct rests with the primary outsourcing facility.

Unrestricted access to all work areas, records, workers and dormitories must be provided to CAMILLA employees, its designated representatives and internal or third-party auditors. CAMILLA reserves the right to conduct unannounced visits to all facilities producing CAMILLA products at any time.



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## B) Disclosure

From time to time, CAMILLA may publish information on its suppliers to meet the expectations of our stakeholders and to meet certain ethical trading and sustainability standards. It is condition of trading with CAMILLA that we be able to publish factory details including but not limited to the name and location of production sites. We may also publish information relating to specific products and relationships.

### 4. Business integrity

CAMILLA has a zero-tolerance policy towards bribery and corruption. We do not permit or engage in any bribery, corruption, fraud or unethical practices.

Suppliers must comply with applicable laws relating to bribery, corruption, business integrity and transparency.

Suppliers must not be found to offer, receive or solicit financial or other bribes to and from CAMILLA staff, contractors, representatives or auditors, regulators, government and trade officials.

Suppliers must not offer bribes to auditors or those seeking to perform assessments, misrepresent aspects of its business operations, interfere with audit processes or interviews or manipulate information.

### 5. Ethical Trading Initiative (ETI) Base Code

The following provisions form the Ethical Trading Initiative (ETI) Base Code founded on the conventions of the International Labour Organisation (ILO).

The English and various translations of which, including Appendices, can be found here:

[https://www.ethicaltrade.org/sites/default/files/shared\\_resources/ETI%20Base%20Code%20%28English%29.pdf](https://www.ethicaltrade.org/sites/default/files/shared_resources/ETI%20Base%20Code%20%28English%29.pdf)

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## ETI Base Code

### 1. Employment is freely chosen

1.1 There is no forced, bonded or involuntary prison labour.

1.2 Workers are not required to lodge “deposits” or their identity papers with their employer and are free to leave their employer after reasonable notice.

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

2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.

2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.

2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.

2.4 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

### 3 Working conditions are safe and hygienic

3.1 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.

3.2 Workers shall receive regular and recorded health and safety training, and such

training shall be repeated for new or reassigned workers.

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

3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.

3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

### 4 Child labour shall not be used

4.1 There shall be no new recruitment of child labour.

4.2 Companies shall develop or participate in and contribute to policies and programmes 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.

4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.

4.4 These policies and procedures shall conform to the provisions of the relevant ILO standards

### 5 Living wages are paid

5.1 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.

5.2 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

# Camilla

particulars of their wages for the pay period concerned each time that they are paid.

5.3 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.

## 6 Working hours are not excessive

6.1 Working hours must comply with national laws, collective agreements, and the provisions of 6.2 to 6.6 below, whichever affords the greater protection for workers. Sub-clauses 6.2 to 6.6 are based on international labour standards.

6.2 Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week. \*

6.3 All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the 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.

6.4 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by clause 6.5 below.

6.5 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

- the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

6.6 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.

\*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.

## 7 No discrimination is practiced

7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

## 8 Regular employment is provided

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

8.2 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 homeworking 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.

## 9 No harsh or inhumane treatment is allowed

9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

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In addition to the ETI Base Code, the following provisions form the obligations under the Supplier Code of Conduct:

## 6. Modern Slavery

CAMILLA will not tolerate any form of modern slavery and will take proactive measures to prevent and address any instances that may arise.

Our commitment is underpinned by the following principles:

- No forced or bonded labour
- No worker should pay for a job
- Workers should be treated and paid fairly for the work they do
- No child labour
- Respect right of workers to freedom of association
- Workers should be able to raise grievances safely

Suppliers must have a written policy to reflect this which is communicated effectively.

### ***Additional Policy***

CAMILLA Modern Slavery Policy

## 7. Grievance Process

Suppliers must implement and ensure all workers and their representatives are aware of effective grievance mechanisms which are accessible, transparent, confidential, rights-compatible and equitable.

Written procedures for grievance and complaints handling must be communicated to workers in a transparent and easy to understand way with its existence made clear.

Workers who access this process must be able to do so without fear of intimidation or harassment and must not be penalised for raising complaints or grievances.

This anonymous mechanism must respond in a timely manner and be equally accessible to all.

## 8. Homeworkers

CAMILLA acknowledges that homeworking plays a valid role in the global supply chain and may be utilized for specialist and intricate work in certain regions around the world.

In the first instance, suppliers must only schedule work at pre-approved production factories and facilities.

# Camilla

Where home workers are required for specific handicrafts which are unable to be performed in pre-approved factories, their use is strictly subject to pre-approval and no production may commence until such approval has been provided.

Suppliers must declare all information including processes, location, number of workers, order quantity prior to any production being approved. Suppliers must have their own Homeworking policies in place, have fully documented the supply chain and ensure contracts and pay records are maintained and made available.

Any approved homework must comply with the CAMILLA Homeworking Policy, the ETI Homeworker Guidelines, this Code of Conduct and the ILO Convention on Homework, which sets out our expectations regarding the rights of homeworkers.

Outsourcing suppliers must have processes in place to ensure correct payments and legal entitlements are paid, working conditions are assessed and working hours are recorded. CAMILLA reserves the right to have unrestricted access to any locations producing CAMILLA product.

#### Additional policy and guidelines:

- CAMILLA Homeworking Policy
- ETI Homeworker Guidelines

## 9. Migrant and/or agency workers

Suppliers are responsible for the rights of all workers on their site/s including those employed directly, as contractors or engaged via labour brokers and recruitment agents.

If utilising recruitment agencies or labour brokers, suppliers must use reputable firms that follow responsible employment and recruitment practices.

Suppliers are responsible for ensuring workers have a legitimate right to work in the destination country, before they are employed and leave their destination country and that they are employed in compliance with local labour laws.

Written agreements between suppliers and labour providers must be in place and ensure the welfare of workers is protected including provisions relating to accommodation, payments, health and safety and access to translation services where required. Records of all workers engaged through labour brokers or recruitment agents must be kept at all times.

Migrant workers shall not be required to pay fees, deposits or commissions in connection with their employment. Any recruitment, visa and work permit fees are the responsibility of the employer.

Identity papers including passports and visas must not be retained and workers must have unrestricted access to them at all times.

Migrant workers shall have exactly the same entitlements and freedoms as local employees.

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Workers must be provided with written contracts in their own language which include agreed-to payment details and terms of employment. A copy of which must be kept by suppliers. Contracts must not contain clauses that prevent workers from terminating their employment, subject to normal notice periods stipulated by local laws.

Suppliers must ensure that training in home and destination countries is provided in workers native language with records kept.

Access to grievance mechanisms must be available in native language with translators provided to facilitate remedy.

## 10. Forced Labour

CAMILLA will not tolerate any form of forced, bonded, trafficked or involuntary prison labour. Suppliers must have a written policy to reflect this which is communicated effectively.

Where workers have provided to consent to suppliers to hold original identity papers, this must be documented, and documents must be returned to workers immediately upon request. Suppliers must maintain copies of worker documentation for employment records.

Workers must not be forced to work against their will, ability, or in a manner outside the provisions of their contract. They must be free to refuse to perform duties they believe to be hazardous with the fear of recrimination in the form of disciplinary action, termination or discrimination.

Suppliers must not charge workers a fee or require deposits for accommodation, training, uniforms or the supply of tools or personal protective equipment (PPE) required to carry out their duties.

Workers must be free to leave production sites when not working and their accommodation must not restrict their freedom of movement.

Suppliers must respect the right of workers to terminate their employment after reasonable notice and to receive all owed salary. Payments must be made in full for work performed to enable their departure.

## 11. Health and Safety

### A) Building and machinery safety

Buildings must be compliant with local regulations and codes and have all required certifications, licences and permits relating to structural, electrical and fire safety.

Regular inspections must be standard practice.

Buildings must have appropriate and sufficient lighting, ventilation, temperature management and circulation.



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Workers are to be provided with Personal Protective Equipment (PPE) at no cost and trained on their proper use and benefits.

Equipment and machinery must be compliant with all laws and regulations and regularly inspected and serviced with records maintained. Guards or devices to ensure their safe use must be in place at all times.

Operators of machinery are trained and where required, hold permits or licensed.

## B) Fire safety

Emergency exits and evacuation routes must sufficient in number, unlocked during working hours, clearly marked and unblocked.

Emergency evacuation plans must be posted in various locations of production facilities. Signage must have clear diagrams with markings and instructions in local language and clearly marked with 'You are Here'.

Fire safety equipment including extinguishers and hoses must be appropriately labelled, maintained through regular inspection with service records kept.

Fire alarms and sprinkler systems must meet regulatory requirements, be functional, tested regularly and cover all areas of the production site.

Evacuation drill frequency must be conducted by suppliers and be consistent with the law or at a minimum of once every 6 months. Records must be maintained.

Staff must be trained regularly on health and safety, fire safety, the use of extinguishers and the emergency evacuation plan. Training records need to be maintained with personnel allocated roles and responsibilities.

First aid suppliers must be kept well stocked and adequate personnel trained.

## C) Accommodation

Accommodation, when provided, must be separated from the workplace and is subject to the same health and safety requirements of production facilities.

Buildings should comply with all legal regulations and permit requirements including structural safety and have fire alarms and clearly signposted emergency exits.

Separate accommodation, toilets and showers for males and females must be provided with clean running water and adequate ventilation.

Lockable storage must be made available for personal belongings.

Workers will not be restricted from accessing or leaving the dormitory freely.

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## 12. Environmental Management System

Suppliers must comply with all relevant local, national and international laws relating to environmental protection and obtain and maintain relevant environmental permits and approvals.

Suppliers are required to have a documented Environmental Management System in place and assign senior personnel the responsibility for managing and monitoring programmes and impacts. This includes measuring energy and water usage, emissions, discharges and waste disposal amounts.

Suppliers must ensure illegal dumping or discharge of waste materials is not carried out. Hazardous and non-hazardous substances are to be separated.

Waste must be handled and disposed of in accordance with local laws including limits on volumes. Waste reduction methods must be employed with opportunities for reuse and recycling implemented.

Wastewater must be treated prior to discharge in order to meet all prevailing standards and legislation. Documentation must be disclosed to CAMILLA if requested.

Wet processing facilities must implement water efficiency and treatment measures.

Suppliers must take reasonable steps to reduce emissions and energy use.

### A) Chemical Management and Safety

Chemicals and hazardous substances must be stored in a separate well ventilated area away from flammable sources.

Chemicals must be properly identified and labelled with appropriate MSDS (Material Safe Data Sheets) available in local language. An inventory of all chemicals and the volumes used must be kept and made available to workers.

Secondary containment to prevent spills and accidents must be provided.

Workers handling chemicals should be trained in safe handling and how to clean up and dispose of chemicals appropriately.

Storage areas must be equipped with PPE for those handling hazardous substances including fire extinguishers.

Eyewash stations and or showers where solvents and corrosive chemicals are used must be provided.

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## B) Harmful substances

Suppliers must comply with the CAMILLA Harmful Substances Policy, Restricted Substances List (RSL) and remain up to date with international legislation and regulations concerning chemical use in products and packaging.

Suppliers must communicate the RSL to chemical suppliers, trims and fabric suppliers as well as wet processing facilities and obtain written confirmation from them that they understand and are supplying product in compliance with the RSL.

### **Additional Policy and Guidelines**

CAMILLA Harmful Substances Policy  
Restricted Substances List

## 13. Sustainable Packaging

CAMILLA is committed to protecting the environment by reducing unnecessary packaging and ensuring materials are sourced responsibly.

Suppliers are required to comply with the CAMILLA Sustainable Packaging Policy and applicable national and international laws and regulations relating to product safety, labelling, hazardous substances, and resource recovery.

### **Additional Policy**

CAMILLA Sustainable Packaging Policy

## 14. Animal Welfare

Suppliers must comply with the CAMILLA Animal Welfare Policy.

CAMILLA requires all walks of life involved in the supply of our products to be treated accordingly to best practice animal welfare standards, and in accordance with the internationally accepted 'Five Freedoms' as developed and recognised by the Farm Animal Welfare Council and RSPCA:

- Freedom from hunger and thirst
- Freedom from discomfort
- Freedom from injury or disease
- Freedom to express normal behaviour
- Freedom from fear and distress.

All animal materials must be by-products of the food industry.

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## Banned Animal Substances:

Suppliers must not use real animal fur, angora rabbit hair or exotic, threatened or endangered species as defined by CITES and the IUCN Red List in CAMILLA products.

### **Additional Policy**

CAMILLA Animal Welfare Policy

## 15. Compliance with The Code of Conduct

Suppliers and their sub-contractor(s) must have adequate systems, policies and record keeping procedures in place to ensure compliance with The Code of Conduct.

Evidence to demonstrate this may be requested, including the provision of current independent, third-party audits and certifications. CAMILLA reserves the right to conduct audits, including off-site worker interviews on an unannounced basis.

CAMILLA recognises that challenges may arise in meeting the obligations of The Code of Conduct and is committed to supporting suppliers who display honesty and a willingness to demonstrate continuous improvement.

## 16. Violations of The Code of Conduct

If suppliers and/or their subcontractors violate the Code of Conduct, CAMILLA will require remedial efforts including the development of time bound corrective action plans.

Where CAMILLA does not see genuine progress on corrective actions or finds violations including but not limited to child or forced labour, bribery or use of unauthorised facilities, CAMILLA reserves the right to terminate the business relationship and cancel outstanding orders.

CAMILLA reserves the right to hold suppliers liable for any expenses or losses incurred as a result of the violation including loss of revenue.

All stakeholders including suppliers and factory workers can report possible violations of The Code of Conduct to CAMILLA at [production@camilla.com.au](mailto:production@camilla.com.au). Reports will be treated confidentially.

## 17. Regular Review

CAMILLA is committed to continuous improvement and working alongside our supply partners to uphold best practice industry standards. This Code of Conduct is subject to regular review and updates when required which will be communicated.

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## Supplier Code of Conduct

### Supplier Acceptance

On behalf of the undersigned Supplier and as an authorised representative, I the undersigned hereby acknowledge receipt of the CAMILLA Supplier Code of Conduct.

By signing, we understand the legal obligation to comply with the Supplier Code of Conduct as part of the terms of trade with CAMILLA.

Signed on behalf of [INSERT COMPANY NAME] by its authorised representative:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Position / title

\_\_\_\_\_  
Date