

Universal Store Supplier Code of Conduct Private Brands

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Ethical Sourcing at Universal Store

Universal Store is committed to responsible practices such as identifying and managing social, environmental, and ethical risks in our supply chain.

Our mission is to create a welcoming and sustainable world one interaction at a time. This Supplier Code of Conduct (the Code) aims to engage our suppliers in joining us on this journey and help us achieve **our mission**.

Our suppliers are a vital and valued part of our operations. We are extremely proud to work with you and we are dedicated to building long-term, meaningful relationships with our partners. We expect our suppliers to share this commitment and to assist us in addressing environmental and social issues through a practical and collaborative approach.

This Code is based on the Ethical Trading Initiative Base Code, founded on the conventions of the International Labor Organization (ILO), and the principles of the UN Declaration of Human Rights. It sets Universal Store's **minimum expectations** regarding human rights, working conditions, business integrity, transparency, compliance, environmental protection, and animal welfare.

This Code must be followed by all Universal Store's **suppliers** including:

- **Private Brand Suppliers:** Trading agents, buying offices, or direct manufacturers of products made for Universal Store's brands.
 - **Private Brand Sub-contractors:** Must be pre-authorized by Universal Store.
- **Other Suppliers:** Suppliers of non-stock goods and services

Compliance with this Code is mandatory. Suppliers must comply with local and national laws related to labour practices. We encourage suppliers to develop their own **policies and systems** to align with this code's minimum expectations.

As a company, we are committed to continuous improvement, taking steps to make our business fairer and more sustainable. We look forward to working with you to meet our minimum expectations and continue our successful work relationship.

Code of Conduct Breaches

We expect **identified or suspected** breaches to be communicated to Universal Store immediately and resolved promptly. We will work with you to help your business meet the minimum requirements outlined in the Code.

1. Universal Store considers Health & Safety Non-Compliances critical issues that could lead to harm, cause illness or injury to workers involved in our supply chain. We require suppliers to resolve all **Health & Safety Non-Compliances within 30 days of being reported**. Sufficient evidence of resolution must be provided to the auditing entities and Universal Store. All other Non-Compliances must be resolved within the timelines determined in the Corrective Action Plan.

Where known breaches remain unresolved, and after undergoing the *Universal Store Supplier Review Process*, Universal Store may take actions that could ultimately lead to the termination of the supplier relationship.

Factory Transparency

In compliance with our obligation under the Modern Slavery Act, Universal Store requires **information on all suppliers involved in Universal Store supply chain** and production.

Universal Store supply chain is defined as:

- **Tier One:** Garment production facilities including Cut-Make-Trim, production units, garment sewing, garment finishing.
- **Tier Two:** Fabric Production, Embroidering, trims & accessories suppliers.
- **Tier Three:** Yarn Production
- **Tier Four:** Raw Material Suppliers (Cotton farming, Wool / Rawhide: husbandry & shearing, Synthetic Fibers: Crude oil refining, Plastics extraction, refining)

Suppliers must provide details of Tier One and Two suppliers participating in Universal Store production.

Suppliers must communicate this Code to Tier One factories and monitor compliance with this Code.

1. Required Documentation

Prior to engaging with Universal Store, Private brand suppliers are required to provide:

- **Supplier Code of Conduct:** Suppliers are required to submit a signed copy of the Code.
- **Details of Tier One factories** and sub-contractors: Information on place of manufacturing on a Purchase Order basis is required.
- **Tier-One Code of Conduct:** Suppliers must communicate this Code to all their Tier-One Partners and returned a signed copy for each factory.
- **Valid business license:** A permit to manufacture must be held by each factory producing products for Universal Store.
- **Annual Social Audit Report (Preferred SMETA):** Universal Store requires all Tier-One garment production factories to have an annual social accountability audit report prepared by an independent third-party auditor. Audits may occur with or without notice, shall be unrestricted, and may include off-site worker interviews. When non-compliances are documented, suppliers are given a corrective action plan with timeframes to make changes to their work environment, then a follow-up audit is conducted to document the improvements.

Universal Store is a member of Supplier Ethical Data Exchange (SEDEX) which is a collaborative platform for sharing responsible sourcing data on supply chains. A SEDEX Members Ethical Trade Audit (SMETA) assesses all aspects of responsible business practice for suppliers and the supply chain (Health & Safety, Labor, Environment, Ethics).

- **Product Inspections:** We reserve the right to perform different types of inspections during production (lab testing, quality, preferred fibre) to verify the quality and traceability of our products.

- Suppliers are required to print a copy of the [Ethical Trading Initiative Base Code](#) and have on display in local language at all Tier-One garment production factories.

2. Authorized Subcontracting

We take steps to minimize the risks of human rights violations across a complex, global supply chain by maintaining oversight of our supply chain.

Maintaining visibility over every single facility manufacturing our products or components is a huge challenge.

Sub-contracting is permitted where suppliers are forthcoming and transparent about it.

If subcontracting is to be engaged, the supplier must communicate it to Universal Store before the subcontracting begins using the ***Universal Store Subcontracting Approval Form***.

All subcontractors are required to sign and comply with this Code, and a signed copy must be returned to sustainability@universalstore.com.au

Suppliers who fail this reporting commitment or are found to engage in unapproved subcontracting will undergo a review guided by *the Universal Store Supplier Review Process*.

Supplier Commitments

Universal Store expects **all suppliers** to adhere and commit to the following **minimum requirements**:

1. No Child Labour

- Must not recruit or employ any worker under the age permitted by local and national regulations and legislation.
- The age for admission to employment shall not be less than the legal requirement and the age of completion of compulsory schooling.
- No child and young persons under 18 shall be employed at night or in hazardous conditions.
- Provide for the transition of any child found to be performing child labour to enable them to attend and remain in quality education until no longer a child.

2. No Forced Labour & Illegal Migrant Labour

- There is no forced, bonded, or involuntary and/or prison labour.
- Migrant labour is engaged in compliance with immigration and labour laws in the country of employment. Employment is freely chosen and workers are free to leave after a reasonable notice period.
- Workers are not withheld of their personal documentation including passport or identity papers.
- Under no circumstances should workers be required to pay fees or leave deposits to gain employment in their home country or the country of employment.

3. Freedom of Association & Collective Bargaining

- Ensure the voices of their workers are heard including representation, mediation and conflict resolution.
- **Where legal** Ensure workers feel free to join a trade union without fear of persecution or discrimination.
- Respect the legal right to freedom of association and collective bargaining, including unionization **where legal** under local law.

4. Workplace Health & Safety

- Provide a safe and healthy work environment.
- Provide access to clean toilet facilities and drinking water.
- Provide access to adequate lighting, ventilation, fire extinguishers, and fire exits.
- Where provided - accommodation shall be clean, safe, and meet the basic needs of the workers.
- Ensure the structural safety of their facilities.
- Ensure that an Emergency Management Plan and a Workplace Safety Management System are in place and overseen by a senior management representative.
- Provide existing, new, and reassigned workers with regular and recorded health and safety training.

5. Fair Wages

- Pay all wages correctly based on their local laws at a minimum, national legal standards whichever is higher.
- Ensure wages are enough to meet basic needs and to provide some discretionary income.
- Ensure wages are paid on time.
- Ensure workers are provided clear and detailed information about their wages before they enter employment and during each pay period concerned.
- Do not apply any deductions from wages as a disciplinary measure.
- Ensure workers are offered an employment contract.

6. Working Hours

- Working hours for all workers shall comply with national/local laws and/or the industry benchmark whichever affords greater protection for workers.
- Work hours aren't excessive, and overtime is voluntary.
- Overtime is used responsibly.
- Overtime is compensated for at a premium rate.
- Overtime shall be defined by the contract and **shall not exceed 36 hours per month**.
- 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.
- Implement measures to control working hours, such as recruiting more employees according to production demand.

7. No Harsh or Inhumane Treatment

Suppliers must abstain from any form of physical abuse or discipline, the threat of physical abuse, sexual or other harassment, verbal abuse, or other forms of intimidation.

8. No Discrimination

Suppliers must ensure 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.

9. Anti-Bribery & Anti-Corruption

Suppliers must take all reasonable measures to conduct their business activities ethically, without bribery, corruption, or any type of fraudulent or unethical behavior including during any audits conducted by, or on behalf of, Universal Store.

Universal Store will not tolerate or participate under any circumstances in any form of bribery and corruption in any shape or form in dealing with suppliers/subcontractors' business partners and employees.

10. Environmental Protection

At Universal Store we are aware of the harmful impact the production of fashion has on the environment and are committed to supporting our partners in tracking, understanding, and minimizing that impact. We envision integrating environmental standards and targets into our day-to-day operations and hope for our suppliers to support us through this vision.

We require all our suppliers to:

- Comply with local and national laws related to environmental standards.
- Develop and implement a formal policy that outlines their approach to managing environmental impacts within their control.
- Manage and monitor initiatives that reduce impacts on natural resources, greenhouse gas emissions, waste, air and water pollution, and energy and water consumption.
- Avoid using single-use plastic packaging and seek opportunities to use recycled and recyclable packaging materials where practicable.
- Provide evidence that recycled or organic fibres have been used in the product. At a minimum, we will require:
 - The garment/product manufacturer's Scope Certificate (must include processing category Manufacturing PR0016)
 - The final Product Transaction Certificate

11. Banned Raw Materials /Substances/ Practices

- Universal Store products must not include cotton originating from Xinjiang. If the supplier suspects cotton from the supply chain originates from this region, we expect them to report this as soon as possible so we can conduct an assessment based on the Universal Store Supplier Review Process.
- Universal Store products must not include any banned animal derived materials mentioned in the *Universal Store Animal Welfare Policy*.
- Suppliers must not use hazardous chemicals that present a risk to human health or the environment during production, use, or disposal.
- Suppliers must also ensure products do not contain chemicals higher than the recommended concentration as listed in the below ACCC Product Safety guidance document.

[Safety guidance on concentrations of particular chemicals in certain consumer goods](#)

Universal Store Commitment

At Universal Store, we share the same commitment our suppliers share with the factory network. We want to reciprocate your efforts by committing to:

- Treating our suppliers with respect and always opting for collaborative resolution.
- Paying invoices at the agreed time.
- Providing support where possible to meet our sustainability targets.

Supplier Code of Conduct Acknowledgement

Please complete and return this form to sustainability@universalstore.com.au. If you have any questions regarding our Supplier Code of Conduct or suspect a supplier or sub-contractor may be in breach of our Code, contact Universal Store Sustainability or Product teams for a confidential discussion.

Business Name: _____

Supplier Representative: _____

Position Title: _____

By signing below, I am attesting that:

- I have read, understood, and agreed to comply with the *Universal Store Supplier Code of Conduct* *Supplier Commitments* listed:
 - No Child Labour;
 - No Forced Labour;
 - Respect Freedom of Association and Collective Bargaining (where legal);
 - Promote Workplace Health & Safety;
 - Pay Fair Wages;
 - No Excessive Working Hours;
 - No Harsh or Inhumane Treatment;
 - No Discrimination;
 - No Bribery or Corruption;
 - Commit to Environmental Protection;
 - No banned Material, Substances or Practices.
- I understand the company I represent obligations according to the *Universal Store Supplier Code of Conduct*.
- I have asked for and received clarification about any policies I did not understand.
- I understand that offering and/or supplying stock that fails to comply with the Supplier Code of Conduct may result in cancelled orders and/or stock returns for full refunds.
- I understand that these policies cannot address every possible ethical labor situation that may present itself and they do not always eliminate the expectation of good judgment and ethical behavior.
- I understand 'the requirement to report any violation 'of this policy to Universal Store whether committed by the company I represent, by a supplier or sub-contractor.

Signature of Supplier Representative

Date

Universal Store

Document Updates

Date	Update	Approved By	Version
2021	Document creation	Board	1.0
June 2023	Split generic code of conduct to Private Brand Supplier vs Third Party Defined Tiers for Transparency Integrated Ethical Trade Initiative code into the <i>Code of Conduct Principles</i> Added version control	Board	2.0