

Code *of*
Conduct

Contents

1.0	General principles	Page 3
2.0	Requirements	Page 5
2.1	Legal compliance	Page 5
3.0	Labour & human rights	Page 6
3.1	Child labour	Page 6
3.2	Equality, inclusion and freedom from discrimination	Page 6
3.3	Forced labour	Page 7
3.4	Freedom of association	Page 7
3.5	Respectful treatment and freedom from harassment and abuse, including gender-based violence	Page 8
3.6	Health & safety	Page 8
3.7	Protecting the vulnerable	Page 9
3.8	Regular employment	Page 9
3.9	Wages	Page 9
3.10	Working hours	Page 10
3.11	Land rights	Page 10
4.0	Environment	Page 11
4.1	Environmental management	Page 11
4.2	Sustainable chemical management programme	Page 11
4.3	Climate change & water stewardship	Page 12
4.4	Discharges to the environment	Page 12
4.5	Material-specific requirements	Page 12
4.6	Animal welfare	Page 12
5.0	Anti-corruption	Page 13
6.0	Operational-level grievance mechanisms	Page 13
	Appendix 1: Glossary	Page 14
	Appendix 2: Fairness channel information	Page 17

1.0 General principles

The Code of Conduct describes what C&A¹ expects from suppliers and business partners regarding legal compliance, human rights and labour practices, environmental performance, animal welfare and anti-corruption.

Expectations related to other matters, such as quality standards, product standards and delivery instructions, are addressed in our Terms & Conditions and other policies and guidelines. Adhering to the Code of Conduct is just as important as meeting our quality standards and delivery terms.

Our commitments to international human rights, labour rights and environmental protection are specified in our [C&A Europe Human Rights and Equity Policy](#). Our [Code of Ethics](#)² details our expectations to our employees regarding legal compliance and ethical standards in business and professional conduct. C&A is committed to identifying, preventing, mitigating and remedying negative impacts on workers and communities in our entire supply chain and the environment, including by cooperating with external stakeholders such as workers and their representatives and communities. With a view to avoid negative impacts to suppliers, C&A is committed to reflecting on our sourcing and purchasing practices, making adaptations as required.

The requirements in the Code of Conduct are further explained in Supporting Guidelines to the Code of Conduct. Supporting Guidelines include further guidance on how adherence to the requirements of the Code of Conduct shall be ensured by suppliers, business partners or what C&A considers as advanced practices. C&A reserves the right to add requirements, further guidance for ensuring adherence or indications of advanced practices to the Supporting Guidelines and to develop Supporting Guidelines for specific types of suppliers or business partners. Any updates will be shared in a timely manner with the respective suppliers and business partners.

The requirements apply to *all* suppliers and business partners of C&A. For contract partners in the supply of merchandise³ (supplier⁴), the Code of Conduct applies to all production units used to manufacture, finish, or process C&A merchandise or components thereof, regardless of whether these production units are operated by entities that are fully or partly owned by the suppliers, including subsidiaries (majority stakes) and affiliates (minority stakes), or contracted by agents/importers or are subcontracted entities or persons. The manufacturing, finishing or processing of C&A merchandise or components thereof can include any process of cutting, sewing, embroidery, trims, accessories, printing, laundry/washing, dry processing, garment dyeing, panel knitting, linking and final assembly/packing. For business partners, this means that the Code of Conduct applies to all companies with whom C&A enters into a contractual relationship for the supply of a non-merchandise product or service, e.g. vendors and project collaborators.

Suppliers and business partners must explicitly provide a contractual assurance to C&A to implement and adhere to the Code of Conduct. In addition, suppliers must obtain approval from C&A for all production units, whether owned or subcontracted, prior to the start of production. The use of any unauthorised production unit is strictly prohibited. Suppliers are responsible for ensuring compliance with the entire Code of Conduct at any subcontracted production unit. Details for the use of subcontracted production are regulated in C&A's [Undisclosed Production Rules](#).

C&A expects suppliers and business partners, regardless of their position in the value chain, including fabric, fibre and raw material suppliers, to follow the same standards. To that end, C&A requires its suppliers and business partners to communicate the requirements of this Code of Conduct to their own suppliers and business partners and ensure adherence by adequate means. C&A expects its suppliers and business partners to know their own supply chains and address non-compliances without delay, whenever they receive concrete indications thereof.

1 "C&A" means entities of (i) a group of companies, directly or indirectly controlled by C&A AG, Baar as well as the independent legal entities of (ii) C&A Modas S.A. (C&A Brazil) and (iii) C&A Mexico, S. de R.L. (C&A Mexico). C&A Brazil and C&A Mexico reserve the right to limit the scope of this Code of Conduct in light of mandatory legal requirements applicable in their respective jurisdictions. References in this Code of Conduct to C&A policies, commitments or other documents only apply to C&A Europe.

2 For C&A Europe the Code of Ethics is rolled out to the sourcing organization in Asia.

3 Merchandise shall include any final product sold by C&A under its own name or brand or at its retail or online sales points.

4 Throughout the Code of Conduct and its Supporting Guidelines, the word "suppliers" must be read as "suppliers and their production units".

Where C&A nominates business entities producing fabric, fibre or raw materials in its deeper supply chain for the production of C&A merchandise, C&A requires them to sign and adhere to this Code of Conduct. In addition, C&A may choose to encourage business entities producing fabric, fibre or raw materials in its deeper supply chain to voluntarily sign this Code of Conduct so that C&A and said entities may work together for improved human rights and environmental performance.

C&A wants to work with suppliers and business partners who subscribe to the core objectives of the Code of Conduct, namely to protect people and the environment and adhere to high ethical standards in business practices. Applying lower standards for other customers is not compatible with a shared commitment to these objectives. It is important to note that the provisions in the Code of Conduct constitute minimum, not maximum, standards.

C&A expects suppliers and business partners to aim for the continuous improvement of human rights, specifically working conditions and environmental performance. C&A will consider suppliers and business partners that prove active engagement for such continuous improvement for building long-term business relationships. C&A will support suppliers who are open, honest and genuinely committed to continuous improvement of working conditions and environmental performance to overcome the difficulties they may face in achieving compliance with the requirements of this Code of Conduct.

C&A expects suppliers and business partners to adopt management systems that seek to prevent risks of non-compliance with the Code of Conduct and to take required remedial measures to ensure continued adherence. In this context, suppliers and business partners are expected to engage with relevant stakeholders, including workers and their representatives, where appropriate.

C&A's terms and conditions for contracts with suppliers and business partners will specify whether and which additional requirements apply regarding

- the monitoring of compliance with the Code of Conduct, be it in the form of self-assessments, verified self-assessment, audit/visits by C&A staff or designated third parties and respective corrective action plans,
- transparency and accuracy of records
- and the disclosure of names and locations of production units, including those of pre-suppliers.

C&A maintains a whistleblowing and grievance channel ([Fairness Channel](#)) accessible by any person or organisation that may raise a concern about unethical and unlawful behaviour, violations of the Code of Conduct, or other concerns about potential or actual human rights violations or environmental damage in relation with C&A's supply chain or other business to confidentially and independently acting persons in charge for such cases.

2.0 Requirements

C&A expects suppliers and business partners to conduct their operations in a responsible manner and make every effort to protect people and the environment. This includes identifying, preventing, mitigating and remediating risks in their operation and supply chains.

The expectations set out below reflect our commitment to promoting adherence to internationally agreed human rights standards throughout our supply chain and business relations, in line with the United Nations (UN) Guiding Principles on Business and Human Rights, the International Bill of Human Rights and the International Labour Organisation (ILO)'s Declaration on Fundamental Principles and Rights at Work.

We base our specific expectations of the respective human rights on those international conventions and recommendations that we refer to in each Section of this Code of Conduct. In addition, expectations of our own and our suppliers' and business partners' responsible business conduct are based on the recommendations of the OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector.

2.1 Legal compliance

- Suppliers and business partners must comply with national and other applicable law at all times, including on topics not covered in this Code of Conduct. Suppliers and business partners must obtain and maintain all the necessary permits and/or licences, in particular on any field related to environmental protection.
- Where the provisions of law and the Code of Conduct address the same subject, suppliers and business partners must apply that provision which affords the greater protection of workers or the environment. If expectations expressed in this Code of Conduct put suppliers and business partners into conflict with domestic laws, they are expected to seek ways to honour the human rights principles and values behind international standards, translated and expressed in this Code of Conduct to the extent possible, without violating domestic law.
- Suppliers and business partners must ensure that intellectual property rights are respected and that unlawful copies are neither offered nor produced.

3.0 Labour & human rights

C&A expects suppliers and business partners to respect the human rights of workers and to adhere to the requirements in this Section. Where needed, C&A will work closely with suppliers and business partners to help them achieve adherence.

3.1 Child labour

ILO Minimum Age Convention, 1973 (No. 138)

ILO Worst Forms of Child Labour Convention, 1999 (No. 182)

ILO Worst Forms of Child Labour Recommendation, 1999 (No. 190)

UN Convention on the Rights of the Child

- Workers must be at least 16 years of age, or older if required by local law, including regulations on compulsory schooling.
- Suppliers and business partners must comply with all special protections for young workers under 18, as required in applicable law.
- Workers performing hazardous work or working during the night must be at least 18 years of age.

3.2 Equality, inclusion and freedom from discrimination

ILO Equal Remuneration Convention, 1951 (No. 100)

ILO Discrimination (Employment and Occupation) Convention, 1958 (No. 111)

ILO Vocational Rehabilitation and Employment (Disabled Persons) Convention, 1983 (No. 159)

ILO Equal Remuneration Recommendation, 1951 (No. 90)

ILO Discrimination (Employment and Occupation) Recommendation, 1958 (No. 111)

ILO Vocational Rehabilitation and Employment (Disabled Persons) Recommendation, 1983 (No. 168)

ILO Maternity Protection Convention, 2000 (No. 183)

ILO Maternity Protection Recommendation, 2000 (No. 191)

International Covenant on Economic Social and Cultural Rights

- Suppliers and business partners must recruit, hire, place, train, compensate and advance people only based on their performance, skills, experience and the position requirements.
- Suppliers and business partners must not engage in, support or tolerate any forms of direct or indirect discrimination in employment, including recruitment, hiring, placing, training, working conditions, job assignments, compensation, promotions, discipline, termination and retirement, on the basis of age, disability, gender identity, sexual orientation, ethnicity, race, nationality, religion, socio-economic background, caste, marital or family status, pregnancy, union membership, political opinion or any other dimension of identity and its intersections. A commitment to non-discrimination should be explicitly included in the supplier's or business partner's human rights policy, workforce standards or equivalent.
- We expect our suppliers and business partners to commit to equity and inclusion and take appropriate measures to ensure the implementation of the commitments. We give preference to suppliers and business partners who are showing their commitment with advanced practices and suppliers and business partners run by women and under-represented groups.
- Suppliers and business partners must provide pregnant and nursing women with paid maternity leave and special protections against safety and health risks for pregnant and nursing women, in line with applicable legal requirements.
- Where legally required, suppliers and business partners must offer professional child care facilities for workers and employees. Beyond legal requirements, C&A encourages them to offer child care facilities and parental leave where feasible.

3.3 Forced labour

ILO Forced Labour Convention, 1930 (No. 29)

Protocol 11 of 2014 to the Forced Labour Convention, 1930 (Convention No. 29)

ILO Abolition of Forced Labour Convention, 1957 (No. 105)

- Workers must do their work on a voluntary basis, which means that all forms of forced labour, including bonded, indentured and prison labour or other situations of labour done under threat of any penalty, sanction or political coercion, are prohibited.
- Suppliers and business partners must not infringe upon the free choice of employment. In any case, they must not require deposits, retaining identity documents or withholding wages. Recruitment fees must be borne by the supplier or business partner.
- Where third parties are used for the employment of workers, suppliers and business partners must ensure that these third parties adhere to the requirements stipulated in C&A's Code of Conduct as well as [C&A policy on forced labour](#) and the guidance on migrant labour contained in the [Supporting Guidelines to the Code of Conduct](#).
- Freedom of movement must be respected, including regarding accommodation provided by the employer.
- Suppliers and business partners must allow workers to terminate their employment contract after reasonable notice.

3.4 Freedom of association

ILO Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87)

ILO Right to Organise and Collective Bargaining Convention, 1949 (No. 98)

ILO Workers' Representatives Convention, 1971 (No. 135)

ILO Workers' Representatives Recommendation, 1971 (No. 143)

ILO Collective Bargaining Convention, 1981 (No. 154)

- Suppliers and business partners must adopt an open and collaborative attitude towards worker representation and allow workers to form or join trade unions of their own choosing.
- Suppliers and business partners must give worker representatives access to the workplace to carry out their representative functions.
- Suppliers and business partners must not discriminate against workers who join a trade union or participate in trade union activities, and they must not threaten, discipline, punish or fire workers exercising this right, or offer them remuneration for not exercising this right.
- Suppliers and business partners must abstain from any direct employer involvement in worker representation. Employer-dominated worker representation will not be accepted.
- Where the right to freedom of association and collective bargaining is restricted by law, suppliers and business partners must facilitate, not hinder, workers to establish alternative forms of workers representation and negotiation.
- Suppliers and business partners must implement effective grievance mechanisms to resolve internal collective grievances. Individual grievances must be handled by effective operational-level grievance mechanisms as described in Section 6 below.
- Workers have the right to collective bargaining, and suppliers and business partners shall negotiate in good faith. If a collective bargaining agreement exists, suppliers must comply with all contractual provisions.
- Suppliers and business partners must respect all locally applicable regulations on industrial relations.
- Suppliers and business partners must ensure that security personnel employed to protect the premises of the production unit or business, either directly or as third party, does not interfere with the rights of workers and trade unions under this Section.

3.5 Respectful treatment, freedom from harassment and abuse, including gender-based violence

ILO Violence and Harassment Convention, 2019 (No. 190)

ILO Termination of Employment Convention, 1982 (No. 158)

- Suppliers and business partners must treat all workers and employees with dignity and respect. Suppliers and business partners shall not engage in or tolerate bullying, harassment, intimidation, violence, corporal punishment or abuse of any kind. As a matter of clarity, this includes a strict prohibition of any kind of gender-based violence or harassment.
- Suppliers and business partners will treat all incidents of disrespectful treatment, harassment or violence seriously and promptly investigate all allegations thereof.
- Suppliers and business partners will offer legal guidance to victims of any forms of sexual harassment or sexual violence that are criminal offences under the law.
- When regulating workplace conduct, suppliers and business partners must establish written disciplinary procedures, explain them in clear terms to their workers and keep a record of all disciplinary actions.
- Suppliers and business partners must make sure that disciplinary measures are proportionate and do not include physical or mental punishment.
- Suppliers and business partners must ensure that security personnel employed to protect the premises of the production unit or business, either directly or as third party, adhere to the same standards of the decent treatment of workers.

3.6 Health & safety

ILO Occupational Safety and Health Convention, 1981 (No. 155)

ILO Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187)

ILO Occupational Safety and Health Recommendation, 1981 (No. 164)

ILO Chemicals Convention, 1990 (No. 170)

- Suppliers and business partners must provide a safe and hygienic place to work, with sufficient light, heating and ventilation.
- Suppliers and business partners must take precautions to prevent accidents and injury to health from occurring in the course of work. This includes ensuring safe handling and storage of chemicals, the safety of machinery and equipment, including, for instance, boilers, elevators and cargo lifts, electrical safety, the safety, strength and stability of buildings, including residential facilities where provided, and by providing adequate safeguards against fire.
- Suppliers and business partners must provide workers with regular health & safety training, including first aid training, fire safety training, training in waste management and the handling of chemicals and other dangerous materials.
- Workers must be free to refuse tasks or remove themselves from work situations that the worker believes to present an imminent and serious danger to life or health without fear of disciplinary action, discrimination or termination.
- Suppliers and business partners must provide access to clean toilet facilities, in sufficient number and separated by gender, to potable water and, if applicable, sanitary facilities for food preparation and storage.
- Where provided, living and dormitory places must meet the same requirements.

3.7 Protecting the vulnerable

ILO Home Work Convention, 1996 (No. 177)

Migration for Employment Convention (Revised), 1949 (ILO Convention No. 97)

Migration for Employment Recommendation (Revised), 1949 (ILO Recommendation No. 86)

Migrant Workers (Supplementary Provisions) Convention, 1975 (ILO Convention No. 143)

Migrant Workers Recommendation, 1975 (ILO Recommendation No. 151)

Private Employment Agencies Convention, 1997 (ILO Convention No. 181)

OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector

- Suppliers and business partners must give special consideration to the rights of those most vulnerable to abusive labour practices, such as women, home workers, agency workers, temporary workers, migrant workers and indigenous people or ethnic minorities. Suppliers and business partners must regularly identify the vulnerable groups in their own operations and in their supply chain and prevent, mitigate and remediate risks for these vulnerable groups.
- We expect suppliers to adhere to the specific, additional requirements for the protection of home workers and migrant labour contained in the Supporting Guidelines. C&A reserves the right to adopt guidelines to specify expectations towards suppliers and business partners on how to protect specific vulnerable groups of workers.

3.8 Regular employment

ILO Termination of Employment Convention, 1982 (No. 158)

ILO Part-Time Work Convention, 1994 (No. 175)

ILO Termination of Employment Recommendation, 1982 (No. 166)

- Suppliers and business partners must engage with workers on the basis of a recognised employment relationship established through national law and practice.
- Suppliers and business partners must not try to avoid obligations to workers under labour or social security laws through the use of labour-only contracting, subcontracting, home working arrangements, employment of migrant labour, use of fixed-term contracts or probationary periods or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment.
- Contract termination must be fair, transparent and clearly communicated to workers in accordance with legal requirements on prior notice, the worker's opportunity to defend, reasons for termination and the payment of outstanding wages and benefits.

3.9 Wages

International Covenant on Economic Social and Cultural Rights and the Universal Declaration on Human Rights

ILO Minimum Wage Fixing Convention, 1970 (No. 131)

ILO Minimum Wage Fixing Recommendation, 1970 (No. 135)

ILO Minimum Wage-Fixing Machinery Convention, 1928 (No. 26)

ILO Protection of Wages Convention, 1949 (No. 95)

ILO Termination of Employment Convention, 1982 (No. 158)

Termination of Employment Recommendation, 1982 (No. 166)

ILO Hours of Work (Industry) Convention, 1919 (No. 1)

- Suppliers and business partners must compensate workers by paying wages, overtime pay, benefits and paid leave that meet or exceed legal minimum and/or industry benchmark standards or have been determined by collective bargaining agreements, whichever is higher. Benefits include social security benefits in accordance with applicable law and severance payments or other benefits payable according to applicable law at the end of their employment.

- Suppliers and business partners must compensate workers for all overtime at a premium rate, not less than 125% of the regular rate of pay, or higher if required by law or collective bargaining agreement. Where this is legally permitted and workers agree to it, overtime may be compensated by granting an equal amount of time-off.
- Wages and compensation must be paid regularly, on time and in the form of the local or the stipulated currency in accordance with the law. Wages and compensation in the standard working week, i.e. without overtime, must be sufficient to meet basic needs and provide some discretionary income for workers and their families (adequate wage).
- Suppliers and business partners must not make any deductions from wages that are not provided for by national law or as a disciplinary measure.
- Suppliers and business partners must provide workers with written and understandable information about employment conditions, including wages, before the start of employment and about the details of their wages each time they are paid.
- Workers must be able to freely decide how to spend their wages.

3.10 Working hours

ILO Hours of Work (Industry) Convention, 1919 (No. 1)

ILO Weekly Rest (Industry) Convention, 1921 (No. 14)

ILO Hours of Work (Commerce and Offices) Convention, 1930 (No. 30)

ILO Weekly Rest (Commerce and Offices) Convention, 1957 (No. 106)

- Suppliers and business partners must define standard working hours by contract, at a number that is in line with national law or collective agreements and with a maximum of 48 hours per week, excluding overtime.
- Overtime shall only be used as an exception to meet short term business demands. Overtime must be voluntary and compensated.
- Working hours may not exceed 60 hours in any seven day period, except in truly exceptional or unforeseeable circumstances and if the following requirements are met:
 - It is allowed by national law,
 - it is allowed by a collective agreement
 - and safeguards are taken to protect the health and safety of workers.

3.11 Land rights

International Covenant on Economic, Social and Cultural Rights (1966)

- Suppliers and business partners must respect existing rights to land, water or forests, in particular for persons whose livelihoods depend on the use of these rights. When setting up or expanding business activities, suppliers and business partners must seek to prevent any impairment of such rights.

4.0 Environment

Our business relies on the natural environment and the resources it provides. This represents a responsibility which C&A takes seriously – and we expect our suppliers to do the same. We are proactive in managing the environmental performance of our suppliers and go beyond compliance wherever necessary.

Depending on the location and the specific production processes of the business partner, local, national or international regulations on emissions to air, land use, biodiversity and noise or odour pollution, including other environmental aspects, may also apply in addition to the environmental aspects described in more detail here.

- Most of C&A's environmental impacts occur in our supply chain, raw materials and the manufacture of our products. Our suppliers play a key role in supporting C&A in our efforts to improve the industry.
- The requirements in this Section are built upon the central requirement of legal compliance (Section 2) and are driven by C&A's own policies and obligations to external organisations and programmes, such as the Zero Discharge of Hazardous Chemicals (ZDHC) Programme and the Sustainable Apparel Coalition (SAC).
- C&A's environmental efforts in manufacturing focus on processes with the greatest environmental impacts. These can be understood to be processes using significant quantities of energy, water and chemicals and those resulting in substantial discharges of wastewater. For more detailed requirements please refer to the Environmental Stewardship Handbook designed specifically for the in-scope supply chain partners.
- Suppliers must ensure that their production facilities, suppliers and subcontractors involved in production for C&A follow the requirements listed in this Section and our Environmental Stewardship (ES) Handbook.

4.1 Environmental management

- Suppliers must identify, prevent, mitigate or remediate any environmental risks related to their business activities.
- Suppliers must assign responsibility for environmental performance to a senior management representative.
- When requested, suppliers must provide C&A with accurate environmental data within one month or an agreed-upon period of the request. This includes but is not limited to data covering, energy, water, wastewater, chemicals and air emissions.
- Suppliers must take steps to verify their data, using approved third parties if necessary, within a period specified by C&A.
- Suppliers are held responsible for the proactive and timely remediation of environmental issues and must transparently communicate details on such remediation actions with C&A.
- Suppliers must be able to evidence consideration of environmental impacts into their business decision-making.

4.2 Sustainable chemical management programme

- Suppliers with “wet processes” (e.g. fabric dyeing & finishing, garment washing, tanning, printing & finishing) are subject to C&A's sustainable chemical management programme. Such suppliers must collaborate with C&A in working with the Zero Discharge of Hazardous Chemicals (ZDHC) Programme and their own chemical suppliers.

4.3 Climate change & water stewardship

- Suppliers must take responsibility for their share of greenhouse gas emissions and collaborate with C&A in addressing the climate crisis.
 - Suppliers must take responsibility for the water resources used and their part in maintaining a healthy water catchment.
 - Where feasible, suppliers must switch to renewable energy sources. Where this is not feasible, suppliers are expected to transition to low-carbon energy sources wherever possible.
 - Where relevant, suppliers should collaborate with C&A to implement energy, water and operational efficiency interventions, including the engagement of third parties commissioned by C&A.
-

4.4 Discharges to the environment

- Suppliers must measure, monitor, and minimise discharges to the local environment, including emissions to air, water and land, and take steps to limit noise pollution.
 - Suppliers must ensure wastewater is treated sufficiently prior to discharge from site, in line with local and national regulations and, where applicable, ZDHC requirements.
 - Suppliers must conduct wastewater tests as required to meet all national and local legal requirements and share wastewater quality data with C&A and stakeholders, when requested.
 - Suppliers should seek to reduce waste through operational efficiencies and facilitate the reuse and recycling of waste where possible.
 - Regulations on the transboundary movement of hazardous waste must be followed at all times.
-

4.5 Material specific requirements

- Suppliers of man-made cellulosic fibres (including but not limited to viscose, lyocell and modal) must conform to CanopyStyle Audit requirements to ensure the protection of endangered forests and ecosystems.
 - Suppliers must collaborate with C&A to ensure that their purchasing decisions do not contribute to deforestation or any adverse impact on vulnerable ecosystems or endangered species.
-

4.6 Animal welfare

- C&A is committed to upholding the welfare of animals in its supply chain. Suppliers of animal-derived materials must conform to the [C&A Animal Welfare Policy](#), where further details on prohibited materials and sourcing practices can be found.

5.0 Anti-corruption

- C&A expects suppliers and business partners to adhere to high ethical standards in business practices.
 - Suppliers and business partners must comply with all applicable anti-bribery and corruption laws.
 - Suppliers and business partners must not offer, pay, solicit or accept bribes, including facilitation payments.
 - Suppliers and business partners must have anti-corruption policies and procedures in place and review them regularly to ensure that they are operating effectively.
-

6.0 Operational-level grievance mechanisms

- Suppliers and business partners shall establish, implement and communicate operational-level grievance mechanisms that their workers can access to address their concerns and grievances regarding working conditions or any other topic covered in this Code of Conduct without fear of reprisal, intimidation, harassment or discrimination whatsoever. Workers must be able to raise concerns and grievances confidentially.
- Suppliers and business partners shall ensure that the operational-level grievance mechanisms are legitimate, accessible, predictable, equitable, transparent, rights-compatible, based on engagement and dialogue and a source of continuous learning.
- Suppliers and business partners must ensure that operational-level grievance mechanisms are suitable to address cases of violence and harassment, including gender-based violence and harassment, where necessary or legally required, by establishing a separate grievance channel.
- Whenever possible, worker representatives must be involved in the investigation and definition of a remedy to a grievance.
- Suppliers and business partners shall communicate, as per instructions of C&A, information on C&A's Fairness Channel referred to in Appendix 2. Suppliers and business partners shall ensure unhindered access to the Fairness Channel and cooperate fully in the resolution of any grievance relating to their business that is received by C&A via the Fairness Channel.

Appendix 1: Glossary

Bonded labour

Work for an employer not for compensation received by the worker, but to pay off a debt, which is often incurred by another worker offering the worker's labour in exchange.

Child

Any person under 18 years of age.

Collective bargaining

An arrangement whereby working conditions, wages or other terms of employment, or other relations between workers and employers or their respective collective organisations are fixed by negotiation between workers' representatives entitled to bargain collectively (typically a trade union) and representatives of the employer side, meaning production unit management.

Employee

Any person employed at suppliers or business partners and fulfilling management functions.

Freedom of association

The right of all workers to join or form a trade union of their own choosing and carry out trade union activities without interference from their employer or from public authorities.

Forced labour

All work or service that is extracted from any person under the menace of any penalty for which the said person has not offered themselves voluntarily or for which such work or service is demanded as a means of repayment of debt.

Grievance procedure

A process or procedure, for workers who feel that they have been treated unfairly, to voice their concerns without fear of repercussion.

Harassment

Any occurrence, whether single or repeated, that aims at, results in or is likely to result in physical, psychological, sexual or economic harm.

Hazardous work

Hazardous work is defined in line with ILO Recommendation No. 190. It includes

- working at dangerous heights,
- working with dangerous machinery, equipment and tools (e.g. knives, saws, cutting machines, boilers),
- work which involves the manual handling or transport of heavy loads or
- work which exposes workers to chemicals or hazardous substances, agents or processes, to high noise levels, vibrations or extreme cold or hot conditions and
- work under particularly difficult conditions, such as working for long hours or during the night.

Human rights

A set of principles defined in the International Bill of Human Rights, including the Universal Declaration of Human Rights (1948), the International Covenant on Civil and Political Rights (1966), and the International Covenant on Economic, Social and Cultural Rights (1966) as well as further conventions referred to in this Code of Conduct. All human rights are based on the recognition of the inherent dignity and the equal and inalienable rights of all members of the human family as the foundation of freedom, justice and peace in the world.

Indentured labour

Work performed on behalf of an employer who forbids workers from leaving employment at the worker's discretion.

Parental leave

In line with ILO Maternity Protection Recommendation No. 191, parental leave shall include the following cases of additional leave, beyond the maternity protection offered to the employed mother of the child in accordance with national law:

- Leave for the employed father of the child, in the case of the death of the mother before the expiry of postnatal leave, for a duration equal to the unexpired portion of the postnatal maternity leave.
- Leave for the employed father of the child, in the case of sickness or hospitalisation of the mother after childbirth and before the expiry of postnatal leave, and where the mother cannot look after the child, for a duration equal to the unexpired portion of the postnatal maternity leave.
- Additional leave for the employed mother or the employed father of the child during a period following the expiry of maternity leave.
- Leave, including benefits and employment protection, for adoptive parents, where national law and practice provide for adoption.

The applicable periods for parental leave, its length of the leave and other modalities, including the payment of parental benefits and the use and distribution of parental leave between the employed parents, shall be governed by national laws or regulations or in any manner consistent with national practice, including collective bargaining agreements.

Piece rate

A method of paying workers by the number of items they produce, rather than the number of hours they work.

Political opinion

Any membership to political parties or expressed alignment with positions in political debate, unless the expression serves to discriminate or discredit other persons or groups.

Preventive measures

While corrective action immediately corrects the problem, preventative measures prevent the issue from reoccurring.

Production area

The area for the purpose of manufacturing, processing and storing C&A merchandises or the adhering raw material and components.

Production unit

A production unit is any factory, operated by a supplier or subcontractor, producing merchandise for sale at C&A, with activities that can include but are not limited to: cutting, sewing, embroidery, trims, accessories, printing, laundry/washing, dry processing, garment dyeing, panel knitting, linking and final assembly/packing.

Subcontractor

A subcontractor is an individual or in many cases a business that signs a contract to perform part or all of the obligations of another's contract.

Trade union (or "Union")

An organisation of workers, freely formed by workers, that promotes and protects the interests of its members with regards to issues such as wages and working conditions through collective bargaining with employers.

Worker

Persons employed by or for the supplier or business partner to perform work on a regular basis under the direction of the employer, unless employed by a third party to perform only temporary auxiliary services (e.g. temporary janitor support).

Young worker

Also known as a juveniles, adolescents or minors, including any worker over the age of 16, but under the age of 18.

Appendix 2: Fairness Channel information

The C&A Fairness Channel enables all persons to provide information on violations and risks on labour and human rights, environmental protection, corruption or other forms of dishonest conduct, regardless of whether such cases occur in C&A's own business operations or at companies in C&A's supply chain, including business partners and suppliers. Such reports are always kept confidential and can be shared anonymously.

The Fairness Channel can be accessed [online](#). Information can be submitted in a wide variety of languages, without costs for the complainant or whistleblower and requires only low reading skills.

In the handling of incoming cases, any information that could reveal the identity of the complainant or whistleblower will not be shared with anyone beyond the direct case handler(s), unless this is expressly permitted by the complainant or whistleblower. Any kind of discrimination or punishment (reprisals) against complainants or whistleblowers because of raising concerns in good faith will not be tolerated.

Where possible, the complainant or whistleblower will be involved in the determination of the facts of the case and determination of appropriate remedial or preventive measures. If a violation is confirmed, C&A will immediately seek appropriate remedial action to stop the violation or minimise the extent of the violation. If a risk is confirmed, C&A will determine appropriate preventive measures in accordance with applicable criteria for the prioritisation of risks.

The complainant or whistleblower will be informed of the decision and measures taken through their chosen means of contact.