



# **Eastport Code of Conduct**

November 2008

## Eastport Code of Conduct

The Eastport Code of Conduct is a description of the ethics that Eastport wishes to promote. It focuses on legal, social and environmental issues and provides guidelines for behavior.

The purpose of the Eastport Code of Conduct is to increase the positive and reduce the negative effects that we as companies have on society and environment.

Eastport acknowledges that legislation and cultural patterns vary across the world and that our suppliers consequently operate under different circumstances. For that reason the Eastport Code of Conduct is made with a developmental purpose. We do not expect miracles; we simply expect commitment to improve.

The Eastport Code of Conduct is directed at suppliers that manufacture or wishes to manufacture products for Eastport.

In order to be a supplier for Eastport, the supplier must carefully read the Eastport Code of Conduct and sign the declaration of commitment that obliges the supplier to improve the working conditions for their employees and minimize the company's effect on the environment.

The Eastport Code of Conduct is based on the fundamental values of Eastport and the requirements of Social Accountability (SA) 8000:2001 and is in accordance with:

14 ILO Conventions and Recommendations

United Nations' Universal Declaration of Human Rights

United Nations' Convention on the Rights of the Child

United Nations' Convention to Eliminate All Forms of Discrimination Against Women.

The Eastport Code of Conduct forms the basis for our supply chain management, and Eastport will continuously improve the supplier evaluation system that evaluates the suppliers' compliance with Eastport's requirements and expectations.

If it is found that a supplier does not meet the requirements of the Eastport Code of Conduct, the supplier shall in collaboration with Eastport create a solution plan that includes a timeframe, which is satisfactory and realistic. If the supplier shows no intention or will towards solution, Eastport may choose to stop current production and cancel the order, suspend future orders and/or terminate the business relationship with the non-conforming supplier.

If a supplier has been excluded because of non-compliance, but later shows that the company wishes and is able to comply with the Eastport Code of Conduct, there is, in principle, no reason why a business relationship cannot be resumed.

The specific requirements in this Code of Conduct are listed under the following headings:

1. Legal requirements
2. Social requirements
  - 2.1. *Child Labour*
  - 2.2. *Forced Labour*
  - 2.3. *Health and Safety*
  - 2.4. *Freedom of Association and the Right to Collective Bargaining*
  - 2.5. *Discrimination*
  - 2.6. *Disciplinary practice*
  - 2.7. *Working hours*
  - 2.8. *Remuneration*
3. Environmental requirements
4. Management requirements

Annex to this Code of Conduct is a Declaration of commitment, which shall be signed by a duly authorized representative of the company and returned to Eastport.

Changes in the Eastport Code of Conduct, or conditions regarding social responsibility issues, will be communicated to the suppliers and other relevant stakeholders. It is the responsibility of the supplier to ensure that communicated changes are implemented at their company.

## I. Legal Requirements

Suppliers who manufacture products for Eastport shall operate in compliance with all laws, regulations and industry minimum standards that apply in their respective countries.

In cases where applicable laws are more stringent than the Eastport Code of Conduct, the current laws apply.

In cases where the Eastport Code of Conduct is more stringent than applicable laws, the Eastport Code of Conduct applies.

## 2. Social Requirements

### 2.1. Child Labour

*The company shall not engage in or support the use of child labour*

- 2.1.1. The company shall not employ or in other ways subject children under the age of 15 years to work at the company.
- 2.1.2. The company shall establish procedures for helping children found to be working at the company. Sufficient consideration shall be taken to the welfare of the child and its immediate family, and the company shall provide adequate support to enable the child to attend school until no longer a child.
- 2.1.3. Children from the age of 15 to 18 are termed “young workers”. The company may employ young workers, but only outside of school hours. Work time for young workers shall not exceed 8 hours a day. Young workers may not work during night hours.
- 2.1.4. The company shall not expose children or young workers to situations in or outside of the workplace that are hazardous, unsafe, or unhealthy.
- 2.1.5. The company shall at any time be able to verify the age of the employees.

### 2.2. Forced Labour

*The company shall not engage in or support the use of forced labour*

- 2.2.1. The company shall never force or threat employees to work against their own will, or demand that employees work to repay a debt.
- 2.2.2. The company shall not demand that new or existing employees place money deposits or identity papers with the company.

- 2.2.3. The company shall not withhold any part of the employees' salary, benefits or documents in order to force employees to continue working for the company.
- 2.2.4. A signed working contract for all employees must be available.

### **2.3. Health and Safety**

*The company shall provide a safe and healthy workplace environment  
and shall take effective steps to prevent potential accidents and injury to the employees' health*

#### Health issues

- 2.3.1. Factory facilities shall be well maintained and kept in clean condition.
- 2.3.2. The company shall ensure that indoor production and work areas have adequate air circulation.
- 2.3.3. Lighting conditions at the company shall be sufficient.
- 2.3.4. All employees shall have acceptable access to clean drinking water and clean toilet facilities, and, if appropriate, clean facilities for food storage.

#### *Dormitories*

- 2.3.5. If the company provides housing facility, the dormitories shall be well maintained, kept in clean condition and meet the basic needs of the employees.
- 2.3.6. There shall be sufficient air ventilation and lighting, sufficient number of sanitary facilities, access to drinking water and clean eating and food storage facilities.
- 2.3.7. Employees shall be provided with his/her own bed as well as storage space for his/her personal belongings.
- 2.3.8. There shall be sufficient numbers of fire alarms and fire extinguisher. There shall be sufficient emergency exits that are clearly indicated and uplighted.

#### Safety issues

- 2.3.9. The company shall provide safe working conditions to all employees and shall not subject them to dangerous working practices.
- 2.3.10. The company shall appoint a management representative to be responsible for ensuring a safe and healthy workplace for all employees. This work includes establishing procedures to identify risks and avoid accidents from happening.
- 2.3.11. All employees shall receive regular and recorded health and safety training, and such training is repeated for all new and reassigned employees.
- 2.3.12. All employees shall have the right to remove themselves from serious danger without seeking permission from the company.
- 2.3.13. The company shall maintain written records of all accidents that occur in the workplace.

#### *Machinery*

- 2.3.14. Machinery shall be safe to operate and be inspected and maintained regularly. Clear warning instructions must be visible.

### *Protective equipment*

2.3.15. Employees shall be protected against noise and air pollution by mandatory use of protective equipment.

2.3.16. All protective equipment shall be free of charge for the employees and the company shall encourage the employees to use it.

### *Chemicals*

2.3.17. The company shall store chemicals and other dangerous and/or toxic substances safely and separately and ensure safe handling of these materials.

2.3.18. Waste from use of chemicals and other dangerous and/or toxic substances shall be treated responsibly and in accordance with applicable law.

### *Evacuation*

2.3.19. The company shall ensure that passages, stairways and exits are always passable in case of emergency evacuation.

2.3.20. Escape routes shall be clearly indicated.

2.3.21. The company shall ensure that necessary fire precaution is taken and that fire protection equipment is adequate and regularly updated.

## **2.4. Freedom of Association and Right to Collective Bargaining**

*All employees shall have the right to form, join and organise trade unions of their choice  
and to bargain collectively on their behalf with the company*

2.4.1. In situations where the right to freedom of association and collective bargaining are restricted under law, the company shall allow employees to freely elect their own representatives.

2.4.2. The company shall ensure that these representatives of employees are not subjected to discrimination and that the representatives have access to the employees in the workplace.

## **2.5. Discrimination**

*The company shall not engage in or support discrimination*

2.5.1. Potential or existing employees shall not be subjected to discrimination in any situation based on their race, caste, national origin, religion, disability, gender, sexual orientation, union membership, political opinions, or age.

2.5.2. The company shall respect and not interfere with the employees' right to meet needs relating to their race, caste, national origin, religion, disability, gender, sexual orientation, union membership, or political opinion.

2.5.3. The company shall not allow any behavior that could be considered threatening, abusive, exploitative or sexually coercive.

## **2.6. Disciplinary Practices**

*The company shall treat all employees with dignity and respect*

- 2.6.1. The company shall not engage in or tolerate the use of corporal punishment, mental or physical force, and verbal abuse of the employees.

## **2.7. Working Hours**

*The company shall comply with applicable laws and industry standards  
on working hours and public holidays*

- 2.7.1. The normal workweek, not including overtime work shall be defined by law, but shall not exceed 48 hours.
- 2.7.2. Employees shall have a least one day off after 6 days of work, within every 7-day period.
- 2.7.3. Overtime work must not exceed 12 hours per employee per week, nor be requested on a regular basis.
- 2.7.4. All overtime work shall be compensated at a premium rate according to law or industry standards, whichever is most favorable to the employees.
- 2.7.5. Overtime work shall be voluntary.

## **2.8. Remuneration**

*The company shall ensure that wages paid to the employees are sufficient  
and at least meet legal or industry minimum standards.*

- 2.8.1. The company shall ensure that wages paid for a standard working week always meet at least legal or industry minimum standards and are sufficient to meet the basic needs of employees.
- 2.8.2. The company shall not use deductions from wages for disciplinary or other purposes.
- 2.8.3. The company shall not withhold the employees' wages.
- 2.8.4. The company shall ensure that wages and benefits are paid to the employees in full compliance with all applicable laws and in a way that is convenient to the employees.
- 2.8.5. Payslips, or similar, shall clearly describe the employees' wages and benefits.
- 2.8.6. The company shall not hire workers without establishing a formal employment relationship, nor use continuous short-term contracts and/or false apprenticeships as a way to avoid fulfilling the company's legal and social security obligations.

### 3. Environmental Requirements

The company shall comply with all environmental law and regulations.

The company shall promote environmentally friendly production and develop a system for environmental management.

The system for environmental management shall include procedures for continuous evaluation of the company's impact on the environment and implement solution plans where needed.

The company shall also have procedures for waste management, handling and disposal of chemicals and other dangerous materials, and for treatment of emissions and effluent. These procedures must meet or exceed minimum legal requirements.

### 4. Management Requirements

The supplier shall appoint a management representative to be responsible for ensuring commitment to and compliance with the Eastport Code of Conduct.

The supplier shall allow all non-management employees to choose a worker representative to facilitate communication between employees and management regarding issues related to the Eastport Code of Conduct.

The appointed management representative and the elected worker representative will be the contact persons for Eastport Supply Control Manager.

The supplier must be willing to create and implement solution plans including realistic timeframes if it is found that the supplier does not comply with one or several requirements.

The supplier shall allow Eastport and/or anyone who represents Eastport, free access to the company facilities, employees and relevant data at any time, even if advanced notification of an audit has not been given.

The supplier shall inform Eastport of the location of all business relationships that are relevant to the production of Eastport products.

Annex to this Code of Conduct:

- Declaration of commitment to the Eastport Code of Conduct

Aarhus, November 2008

## Declaration of commitment

The declaration of commitment to comply with the Eastport Code of Conduct must be signed by an authorized representative of the supplier company and returned to:

Eastport, Store Torv 15, 2 tv., DK-8000 Århus, Att. Louise Gammelmark

We,

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Company Name

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Address

*hereby confirm:*

- That we have received, read and completely understood the content of the Eastport Code of Conduct.
- That we understand the importance of the commitment to and compliance with the Code of Conduct.
- That we commit ourselves to comply with the Eastport Code of Conduct.
- That we will inform our subcontractors, if any, about the content of the Eastport Code of Conduct and ensure that they also comply with the Code of Conduct.
- That we shall inform Eastport of the location of all business premises used for the production of Eastport products.
- That we allow Eastport and/or anyone who represents Eastport, free access to the company facilities, employees and relevant data at any time, even if advanced notification of an audit has not been giving.
- That we accept the consequences if we do not comply with the Code of Conduct and/or show no will towards solving the issue(s).
- That we accept that Eastport is entitled to modify, add or otherwise change the Eastport Code of Conduct.
- That we know and accept that the Eastport Code of Conduct is public available at [www.eastportcare.com](http://www.eastportcare.com)

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Date

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Signature

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Name and title of signatory