

O'NEILL EUROPE B.V.

CODE OF CONDUCT

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Introduction

This O'Neill Europe B.V. Code of Conduct (Code) outlines the social, safety, and environmental principles (Principles) and requirements. Every O'Neill Europe B.V. business partner - referred to as "business partners" – including, but not limited to, all its suppliers, factories, subcontractors, and any other party that is handling goods or performing services related to O'Neill Europe B.V. - referred to as "O'Neill", must comply with this Code of Conduct and all applicable laws and regulations in the countries and territories in which these business partners operate. This version of the O'Neill Code of Conduct overrules all previous versions.

The O'Neill Europe Code of Conduct is based on the amfori BSCI and BEPI Code of Conduct. The amfori BSCI and BEPI Code of Conduct refers to international conventions such as the Organisation for Economic Co-operation and Development (OECD) guidelines for Multinational Enterprises, the Universal Declaration of Human Rights, UN Guiding Principles for Business and Human Rights, UN Global Compact, United Nations Conventions on the Rights of a Child and the Elimination of all forms of Discrimination Against Women and International Labour Organization (ILO) Conventions and Recommendations relevant to improve working conditions in the supply chain.

At O'Neill, we support our business partners to meet all aspects of this Code of Conduct in full. O'Neill commits to collaborating and engaging in dialogues with its business partners to strengthen their social and environmental standards as set out below, to supporting its business partners in understanding and achieving the social and environmental standards through supplier dialogue.

O'Neill does not permit subcontracting without our prior written approval. All salesman-sample and bulk production orders must be placed within facilities that have been pre-approved by O'Neill, without exception. Business partners shall be transparent at all times about any outsourcing and/or subcontracting related to the O'Neill product location and share all required information.

When there are differences between the provisions of this Code of Conduct and national laws or other applicable standards, suppliers and manufacturers shall adhere to the higher or more stringent requirements laid out by human right principles, ILO core conventions and local legislation. We request that supplier inform us about the differences.

O'Neill expects its business partners and employees to follow its Principles and will take appropriate action when these Principles are violated in any way. If any violations occur, O'Neill's business partners are expected to cooperate to resolve the issue. O'Neill will request business partners to take corrective action within a specific timeframe in consultation with the business partner and will monitor progress to ensure continuous improvement. Any violations must be remedied within the agreed timeframe. If the non-compliance is not resolved within the agreed period, O'Neill reserves the right to terminate the legal relationship with its business partner in accordance with the agreed terms and conditions.

By signing this document, the supplier commits to working proactively to meet these requirements within its operations, business relationships, and in its supply chain.

Governance Structure

1. Human rights Due Diligence

O'Neill commits to exercising human rights due diligence and environmental protection in its supply chain in accordance with the OECD Due Diligence Guidance for responsible supply chains in the garments and footwear sector. Through a proper due diligence procedure, we aim to identify, prevent, mitigate, account for, and remediate adverse human rights, as well as environmental impacts in our supply chain. We expect our business partners to provide all cooperation deemed necessary by O'Neill requested to support their due diligence, also in accordance with upcoming EU CSRD legislation.

These requirements apply to Tier 1 & Tier 2 business with the expectation they will cascade the same standards to their business partners in the value chain.

The Principles are an integral component of our sourcing strategies and are used to evaluate our business partners.

2. Monitoring and compliance

2.1 Transparency

To achieve overall conformity and traceability at all levels of the supply chain, transparency must be a fundamental component of the business relationship. O'Neill requires business partners to disclose all production locations. All business partners are aware and hereby approve that O'Neill can publicly share the address, parent company, type of products, type facility and number of workers of Tier 1 and 2 suppliers and manufacturers.

2.2 Access to Information

As a condition of doing business with O'Neill, each business partner involved in manufacturing O'Neill products must comply with this Code. To verify this, all business partners must permit audits at any time of all the factories involved in the manufacturing of O'Neill products by O'Neill employees and/ or accredited auditors. As part of the monitoring process, accredited auditors are allowed to conduct interviews with workers on a confidential basis and to inspect the manufacturers' premises. Any type of audit deception is prohibited including but not limited to falsifying documentation, hiding workers, or training workers on what to say in interviews.

Additional monitoring needs to be reported on social and environmental metrics by fulfilling the requirements packages on the assigned platform. We have defined a set of required packages that contain social and environmental topics with various questions and answer possibilities. This sustainability platform helps us achieve more transparency in our supply chain and is an essential element of our due diligence.

2.3 Violations of the Code

If O'Neill discovers that a business partner is not adhering to this Code, we will request that our business partners take corrective measures within a specific time frame in consultation with the business partner. In this scenario, O'Neill will monitor progress to guarantee that there is ongoing improvement in the implementation of these corrective measures and that any violations are remedied within the agreed-upon time frame.

O'Neill reserves the right to carry out announced and unannounced inspections of all premises producing our goods at any time, either by O'Neill or by an independent third party of our choice.

If O'Neill determines that a business partner or its factory is violating this Code of Conduct, we expect the business partner to take responsibility for the implementation of corrective actions. If corrective action is advised but not taken, O'Neill Europe may suspend the placement of future orders or terminate the business relation at its discretion.

3. Code and system implementation

O'Neill business partners are required to implement and maintain the necessary governance structure to ensure compliance with this Code's social and environmental minimum standards. To a minimum, the governance system of the business partner should include the commitment to this Code, having in place a social management system, an internal monitoring system, worker training and education, and a worker-complaints mechanism in accordance with all applicable laws and regulations in the countries and territories in which these business partners operate and have a cascade effect.

4. Implementation of worker involvement and their protection

O'Neill business partners are required to:

1. Establish responsible and gender-responsive management practices that involve all workers and their representatives in sound information exchange on the due diligence process,
2. Establish a working environment that is in line with occupational health and safety regulations, or with international standards where domestic legislation is weak or poorly enforced. 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 minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
3. Define long-term goals to protect workers in line with the aspirations of the amfori BSCI Code of Conduct,
4. Take specific steps, such as trainings, to make workers aware of their rights and responsibilities, with special attention to vulnerable persons. When relevant, intermediaries such as brokers, recruiters, and recruitment agencies should play an active role in achieving these steps,
5. Build sufficient competence among the managers, workers, and worker representatives within their company, as well as in the supply chain, in order to embed the amfori BSCI Code of Conduct in their company culture, and promote continuous education and training at each level of work,
6. Establish or participate in effective operational-level grievance mechanisms for individuals and communities who may be adversely impacted and maintain accurate records. The operational-level grievance mechanism must be in line with UNGP Article 31. Where relevant (e.g. when a migrant worker population is present), the operational-level grievance mechanism should be accessible in relevant local languages and should allow to address and remedy the issues effectively across jurisdictions through partnerships and coordination.

5. Protection of the Environment

O'Neill business partners are required to:

1. Implement a process- and risk-based environmental due diligence management system in their business practices, adjusted to the business model of the company. This can also be integrated into the overall due diligence management system,
2. Comply with national environmental legislation, or with international standards¹ where national legislation is weak or poorly enforced,
3. Identify the environmental impacts of their operations, and implement adequate measures to prevent, mitigate, and remediate adverse impacts on the surrounding communities, natural resources, climate, and the overall environment.

6. Energy/ water use and emissions to air

O'Neill business partners are expected to monitor energy, water consumption, its source and the process of waste collection to continuously improve the company's environmental performance. These must be measurable results of an organization's management of its environmental aspects such as the use of resources such as energy, water, materials, emissions to air, water and soil, and waste generation.

O'Neill business partners are expected to provide O'Neill with access to the above-mentioned information if requested, this way they can contribute to overall transparency in supply chains in terms of environmental impact.

7. Chemical management system including RSL and MRSL

The Environmental management system should cover a chemicals management system assuring that delivered goods do not contain any unwanted substances according to the O'Neill Europe's Restricted Substance List (RSL). The RSL is based on EU's general chemicals legislation Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) - No 1907/2006, EU's implementation of the global convention on Persistent Organic Pollutants (POP), the Stockholm Convention - No 2019/1021 (POP).

O'Neill has adopted the most updated ZDHC Manufacturing Restricted Substances List (MRSL). The MRSL is focused on hazardous chemicals that must be phased out from chemical formulations used in production, including chemical restrictions and limits in wastewater. All our suppliers and sub-suppliers must comply with this MRSL.

Any waste, wastewater, or emissions with the potential to adversely impact human or environmental health should be appropriately stored, managed, controlled, and disposed of or appropriately treated prior to release into the environment.

8. Preferred materials

O'Neill business partners must comply with the preferred material list which includes our animal welfare commitment. This preferred material list contains restrictions and requirements covering the use of raw materials in our products. For certified material, all business partners must provide a valid certification according to the accepted standards as listed in the preferred material list. This list can be found separately on the GDI portal for suppliers and on our [website](#).

¹ ISO 14001

9. Responsible sourcing of materials

O'Neill aims to ensure raw materials in its products are not derived from practices or origins that violate our Principles and from regions with serious human rights violations, or have a negative impact on the environment or the health of workers. We expect our suppliers and factories to respect these sourcing decisions and implement them throughout their supply chains. We do not accept cotton grown in Uzbekistan, Turkmenistan, Syria, or Xinjiang (China).

10. Product conformity

All goods delivered by suppliers and factories to O'Neill should agree with the O'Neill B.V. General Terms & Conditions of purchase and the General Delivery Instructions (GDI), to be found at gdi.oneill.com.

O'Neill requirements on international and local labor and decent working conditions

1. The Rights of Freedom of Association and Collective Bargaining

Our business partners shall:

- 1.1 Adhere to ILO Conventions² relevant to Freedom Association and Collective Bargaining and respect the right of workers to form and join trade unions – or to refrain from doing so – and bargain collectively, in a free and democratic way, without distinction whatsoever and irrespective of gender, Ensure meaningful representation of all workers, without distinction whatsoever and irrespective of gender,
- 1.2 Not discriminate against workers because of trade union membership,
- 1.3 Not prevent workers' representatives and recruiters from having access to workers in the workplace or from interacting with them,
- 1.4 Respect this principle by allowing workers to freely elect their own representatives with whom the company can enter into dialogue about workplace issues, when operating in countries where trade union activity is unlawful or where free and democratic trade union activity is not allowed.

2. No Discrimination, Violence or Harassment

All business partners must:

- 2.1 Adhere to relevant ILO Conventions³ and treat all workers with respect and dignity,
- 2.2 Ensure that workers are not subject to any form of violence, harassment, and inhumane or degrading treatment in the workplace, as well as threats of violence and abuse, including corporal punishment, verbal, physical, sexual, economic or psychological abuse, mental or physical coercion, or other forms of harassment or intimidation,
- 2.3 Understand the possible grounds for discrimination in their specific context, and not discriminate or exclude persons based on sex, gender, age, religion, race, caste, birth, social background, disability, ethnic and national origin, nationality, membership in unions or any other legitimated organisations, political affiliation or opinions, sexual orientation, family responsibilities, marital

²

ILO Convention 87 Freedom of Association and Protection of the Right to Organize Convention, 1948,
ILO Convention 98 Right to Organize and Collective Bargaining Convention, 1949

³ ILO Convention 100 Equal Remuneration Convention, 1951,
ILO Convention 111 Discrimination (Employment and Occupation) Convention, 1958,
ILO Convention 183 Maternity Protection Convention, 2000
ILO Convention 190 Violence and Harassment Convention, 2019

status, pregnancy, diseases, or any other condition that could give rise to discrimination,

- 2.4 Establish disciplinary procedures in writing and explain them verbally to workers in terms and language that they understand. The disciplinary measures must be in line with national legislation,
- 2.5 Provide gender-sensitive and equal opportunities and treatment throughout recruitment and employment,
- 2.6 Verify that workers are not harassed, disciplined, or retaliated upon for reporting issues on any of the grounds listed above.

3. Fair Remuneration

All business partners must:

- 3.1 adhere to relevant ILO conventions⁴ and must comply, as a minimum, with wages mandated by governments' minimum wage legislation, or industry standards approved based on collective bargaining, whichever is higher. The wages shall refer to standard working hours,
- 3.2 Pay wages in a regular, timely and stable manner, and fully in legal tender. Partial payment in the form of allowance "in kind" is only accepted in line with ILO specifications,
- 3.3 Assess the pay gap accurately, and work progressively towards the payment of a living wage that is sufficient to afford a decent standard of living for the workers and their families,
- 3.4 Reflect the skills, responsibility, seniority, and education of workers in their level of wages,
- 3.5 Where a pay rate for production, quota or piece work, is established, allow workers to earn at least a wage which respectively meets or exceeds applicable legal minimum wages, industry standards, or collective bargaining agreements (where applicable) within standard working hours,
- 3.6 Ensure that workers of all genders and categories, such as migrant and local workers, receive the same remuneration for equal jobs and qualification,
- 3.7 Implement deductions only under the conditions and to the extent allowed by law or fixed by collective agreement,
- 3.8 Provide the workers with the social benefits that are legally granted, such as without negative impact on their pay, level of seniority, position, or promotion prospects.

4. Decent Working Hours

⁴ ILO Convention C95 - Protection of Wages Convention, 1949,
ILO Convention 100 Equal Remuneration Convention, 1951,
ILO Convention C131 - Minimum Wage Fixing Convention, 1970

All business partners must:

- 4.1 adhere to relevant ILO Conventions⁵ and ensure that workers are not required to work more than 48 standard hours per week, without prejudice to the specific expectations set out hereunder. Exceptions specified by the ILO are recognized,
- 4.2 Interpret applicable national legislation, industry benchmark standards or collective agreements within the international framework set out by the ILO, and promote working hour practices that enable a healthy work-life balance for the workers,
- 4.3 Only exceed the limit of hours described above in line with exceptional cases defined by the ILO, in which case overtime is permitted,
- 4.4 Use overtime as an exceptional and voluntary practice, paid at a premium rate of minimum 125% of the standard rate. Overtime shall not represent a significantly higher likelihood of occupational hazards, and in no circumstance go the limits defined under national legislation,
- 4.5 Grant their workers the right to resting breaks in every working day and the right to at least one day off in every seven days, unless exceptions defined by collective agreements apply.

5. Occupational Health and Safety

O'Neill business partners observe this principle when they follow the ILO Occupational Safety and Health Convention⁶. All business partners shall respect the right to healthy working and living conditions of workers and local communities, without prejudice to the specific expectations set out hereunder. They must:

- 5.1 Offer special protection to vulnerable persons, such as - but not limited to - young workers, new and expecting mothers and persons with disabilities,
- 5.2 Comply with national occupational health and safety legislation, or with international standards where national legislation is weak or poorly enforced,
- 5.3 Ensure that there are systems in place to assess, identify, prevent, and mitigate potential and actual threats to the health and safety of workers,
- 5.4 Train all departments and individuals on occupational health and safety regularly throughout all stages of employment, and provide information on potential occupational health and safety risks to workers and public, including affected communities,

⁵ ILO Convention 1 Hours of Work [Industry] Convention, 1919,
ILO Convention 14 Weekly Rest (Industry) Convention, 1921

⁶ ILO Convention 155 - Occupational Safety and Health Convention

- 5.5 Take effective measures to prevent workers from having accidents, injuries, or illnesses, arising from, associated with, or occurring during work. These measures aim at minimizing, so far as is reasonable, the causes of hazards inherent within the workplace,
- 5.6 Seek improving workers' protection in case of accident, including through compulsory insurance schemes,
- 5.7 Maintain records of all health and safety incidents in the workplace and all other facilities that are provided or mandated,
- 5.8 Take all appropriate measures, and obtain all relevant licenses and documentation required by national legislation, to see to the stability and safety of the equipment and buildings they use, as well as to protect against and prepare for any foreseeable emergency. This includes residential facilities for workers when these are provided or mandated by the employer or a recruitment partner,
- 5.9 Establish relevant committees, such as an Occupational Health and Safety Committee, to ensure active co-operation between management and workers, and/or their representatives for the development and effective implementation of systems that ensure a safe and healthy work environment. These committees aim to represent the diversity of the workers,
- 5.10 Provide awareness to workers, and respect their right and responsibility to exit the premises and/or stop working without seeking permission in dangerous situations and uncontrolled hazards,
- 5.11 Provide adequate occupational medical assistance and related facilities and provide equal access to all workers for these services. Health services (including insurance) should serve the distinctive concerns and needs of all genders and ages,
- 5.12 Provide access to safe and clean drinking water, and eating and resting areas free of charge, and where applicable, provide access to cooking and food storage areas,
- 5.13 Provide an adequate number of safe, separate toilets with an adequate level of privacy for all genders, and paper towels and washbasins with hand soap in all work areas,
- 5.14 Ensure that when residential facilities are provided or mandated, they are clean and safe, and they meet all the basic needs of the workers,
- 5.15 Provide effective and tailored Personal Protective Equipment (PPE) to all workers free of charge, taking the needs of different worker categories, such as pregnant and nursing women, into consideration,
- 5.16 compensate for the damage incurred to the workers on the occasion that historical or actual failure of adherence to principles is identified.

- 5.17 All factories in Bangladesh are required to participate in the Bangladesh Agreement on Health and Safety (Bangladesh Safety Program) as an Addendum to the International Accord.

6. No Child Labour

O'Neill business partners must:

- 6.1 not engage in or support the use of child labour as defined in ILO Convention⁷ and protect children from any form of exploitation. O'Neill business partners shall not employ, directly or indirectly, children below the minimum age of completion of compulsory schooling as defined by law, which shall not be less than 15 years, unless the exceptions recognised by the ILO apply,
- 6.2 Protect children from any form of exploitation,
- 6.3 Establish robust age-verification mechanisms as part of the recruitment process, which may not be in any way degrading or disrespectful to the worker,
- 6.4 Take special care and identify measures in a proactive manner in case of the dismissal and removal of children, to ensure the protection of affected children.

7. Special Protection for Young Workers

O'Neill business partners observe this principle when they ensure that young persons below the age of 18 but older than a child do not work at night and that they are protected against conditions of work which are prejudicial to their health, safety, morals and development, without prejudice to the specific expectations set out in this principle. All business partners must:

- 7.1 Remove young workers from any hazardous work or source of hazard immediately when such cases are identified, and redefine their scope of work without any loss of income,
- 7.2 Ensure that (a) the kind of work is not likely to be harmful to young workers' health or development; (b) their working hours allow their attendance in school, their participation in vocational orientation approved by the competent authority or their capacity to benefit from training or instruction programmes,
- 7.3 Set the necessary mechanisms to prevent, identify and mitigate harm to young workers, with special attention to the provision and access of young workers to effective operational grievance mechanisms and to Occupational Health and Safety trainings schemes and programmes specific to the needs of young workers.

⁷ ILO Convention C138 - Minimum Age Convention, 1973,
ILO Convention C182 - Worst Forms of Child Labour Convention, 1999.

8. No Precarious Employment

O'Neill Business partners must:

- 8.1 Ensure that their recruitment process and employment relationships do not cause insecurity and social or economic vulnerability for their workers,
- 8.2 Ensure following the ILO conventions⁸ that work is performed on the basis of a recognised and documented employment relationship, established in compliance with relevant national legislations, custom or practice, and international labour standards, whichever provides greater protection,
- 8.3 Before entering employment, provide workers with understandable information in their own language and ensure that they are aware about their rights, responsibilities, and employment conditions, including working hours, remuneration and terms of payment in their own language,
- 8.4 Aim at providing decent, and where relevant, flexible working conditions that also support workers, irrespective of gender, in their roles as parents or caregivers, including migrant and seasonal workers whose children may be left in their hometowns,
- 8.5 Not use employment arrangements in a way that deliberately does not correspond to the genuine purpose of the law. This includes - but is not limited to - (a) apprenticeship or training schemes where there is no intent to impart skills or provide regular employment, (b) seasonality or contingency work when used to undermine workers' protection, (c) labour-only contracting, and d) contract substitution,
- 8.6 Not use subcontracting in a way that undermines the rights of workers.

9. No Bonded, Forced Labour or Human Trafficking

O'Neill business partners are required to:

- 9.1 Recognize and follow the ILO Forced Labour Conventions and must not engage in, or through business partners, be complicit to, any form of servitude, forced, bonded, indentured, trafficked or non-voluntary labour, including state-imposed forced labour,
- 9.2 Adhere to international principles of responsible recruitment, including the Employer Pays Principle, and require the same from their recruitment partners, when engaging and recruiting all workers, either directly or indirectly, especially members of vulnerable groups such as temporary and migrant workers. As a minimum, this includes:
 - No recruitment fees and costs are charged to workers
 - Clear and transparent employment contracts

⁸ ILO convention C158 - Termination of Employment Convention, 1982

- Workers' freedom from deception and coercion
- Freedom of movement and no retention of identity documents
- Access to free, comprehensive, and accurate information
- Freedom to terminate contract, change employer, and safely return
- Access to free dispute resolution and effective remedies

9.3 Progressively compensate the damages incurred to the workers within a reasonable timeframe, and within the framework of the same international principles, if historical or actual failure of adherence to principles is identified.

10. Ethical Business Behaviour

O'Neill business partners shall:

- 10.1 Not take part in any act of corruption, extortion, or embezzlement, nor in any form of bribery - including but not limited to - the promising, offering, giving, or accepting of any improper monetary or other incentive,
- 10.2 Develop and adopt adequate internal controls, programmes or measures for preventing and detecting corruption, extortion, embezzlement or any form of bribery, developed on the basis of a company-specific risk assessment,
- 10.3 Keep accurate information regarding their activities, structure and performance, and disclose these in accordance with applicable regulations and industry benchmark practices to enhance transparency of their activities,
- 10.4 Not falsify, or participate in falsifying any information or in any act of misrepresentation in the supply chain,
- 10.5 Provide awareness to the workers about the policies, controls, programs and measures against unethical behaviour, and promote compliance within the company through training and communication,
- 10.6 Collect, use, and otherwise process personal information (including that from workers, business partners, customers, and consumers in their sphere of influence) with reasonable care. The collection, use and other processing of personal information must comply with privacy and information security laws and regulatory requirements.

This undertaking is drawn up in two counterparts, one of which is to be retained by O'Neill Europe and the other by the Business Partner.

UNDERTAKING TO RESPECT O'NEILL EUROPE'S CODE OF CONDUCT

I hereby confirm that I have carefully read and fully accept the O'Neill Europe Code of Conduct and that I have had time and opportunity to ask questions about and discuss the contents. I undertake to respect the O'Neill Europe Code of Conduct:

Place and date

Name in print

Business Partner's representative title

Signature of Business Partner

To be signed by representative of O'Neill Europe:

Place and date

Warmond

Name in print

E.B. van Berckelaer

Business title of O'Neill Europe signee:

CEO

Signature of O'Neill Europe signee:


