

Code of Conduct For Manufacturer

This A&Q Code of Conduct (“Code of Conduct”) outlines the basic requirements concerning working conditions that A&Q Affiliates (“A&Q Affiliates”) see as fundamental in their procurement of articles. While A&Q Affiliates recognize that the Manufacturer operates in a culture different from their own and has a different set of norms and values that A&Q Affiliates respect, they believe certain standards are universally valid and must apply to all their business activities. Therefore A&Q Affiliates require, as a condition for doing business, that the Manufacturer adheres to the below principles.

Child Labor

The Manufacturer shall not use child labor. “Child” is defined as a person who is not older than the local age for completing compulsory education but in no event is less than 14 years of age or, if higher, the local legal minimum age for employment or the age for completing compulsory education. The Manufacturer must verify the age of their workers and maintain copies of their workers’ proof of age. A&Q Affiliates do not accept articles on which children under 13 have worked, or have been produced under circumstances disadvantageous to the health, education and development of children.

Involuntary Labor

Manufacturer will not use any forced or involuntary labor, whether prison, bonded, indentured or otherwise.

Disciplinary Practices

Manufacturer will treat each employee with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse.

Non-discrimination

The Manufacturer shall employ workers solely on the basis of their ability to do the job, and shall not discriminate against in hiring, compensating, access to training, promotion, termination or retirement based on race, caste, national origin, colour, religion, age, disability, gender, sexual orientation, union membership, political affiliation or otherwise.

Health and Safety

The Manufacturer shall maintain a clean, safe and healthy workplace in compliance with all applicable laws and regulations. The Manufacturer shall ensure that workers have access to clean drinking water, sanitary washing facilities and an adequate number of toilets, fire-extinguishers, and fire exits and that workplaces provide adequate lighting and ventilation.

Protection of the Environment

The Manufacturer shall comply with all applicable laws and regulations in respect of protecting the environment. The Manufacturer shall also maintain procedures to inform competent local authorities in the event of an environmental accident resulting from the Manufacturer’ operations.

Compensation

A&Q Affiliates expect Manufacturer to recognize that wages are essential to meeting employees' basic needs. The Manufacturer shall provide wages and benefits that comply with all applicable laws and regulations or match the prevailing local manufacturing or industry rates, whichever is higher. Overtime pay shall be calculated at the legally required rate, regardless of whether workers are compensated hourly or by piece rate.

Working Hours

Except in extraordinary business circumstances, Manufacturer shall not require workers to work, including overtime, more than 60 hours per week or more than any maximum number of hours per week established by applicable laws and regulations, whichever is less. The Manufacturer shall guarantee that workers receive at least one day off during each seven-day period.

Freedom of Association

Manufacturer will respect the rights of employees to associate, organize and bargain collectively in a lawful and peaceful manner, without penalty or interference.

Legal Requirements

Manufacturer shall comply with all legal requirements applicable to the conduct of their businesses, including but not limited to those set out above.

Subcontracting

Manufacturer shall ensure that any subcontractors and suppliers subscribe to and adhere to this Code of Conduct.

Monitoring of Compliance

Manufacturer will provide all facilities and authorize A&Q Affiliates and their principals to engage in monitoring activities to confirm compliance with this Code of Conduct, including but not limited to unannounced on site inspections of manufacturing facilities and employer-provided housing; reviews of books and records relating to employment matters; and private interviews with employees. Manufacturer will maintain on site all documentation that may be needed to demonstrate compliance with this Code of Conduct.

Corrective Action

In case the Manufacturer is found to have breached the provisions of this Code of Conduct, A&Q Affiliates and the Manufacturer concerned will agree on a corrective action plan that eliminates the problem in a timely manner. If the Manufacturer is knowingly and/or repeatedly in violation of this Code of Conduct, A&Q Affiliates and their principals shall take appropriate corrective action, which may include cancellation of orders and/or termination of business with the Manufacturer in question.

Publication

Manufacturer will take appropriate steps to ensure that the provisions of this Code of Conduct are communicated to employees, and stored in a place readily accessible to employees, at all times.

Manufacturer's Agreement

A&Q Affiliates are dedicated to full and complete compliance with all laws and regulations applicable to the conduct of their business and expect from the Manufacturer, and buying agents utmost cooperation and commitment with such efforts. It is therefore requested that the legal representative of the Manufacturer sign this Code of Conduct and chop it with the Manufacturer's Company Chop, thereby confirming the Manufacturer's understanding of its contents and agreement to undertake the obligations set forth therein.

This "Code of Conduct for the Manufacturer" is a schedule to the Agreement signed between Manufacturer and A&Q Affiliates and is valid in the same term as the Agreement.