

## Code of Conduct HeboVanDijk B.V.

September 2020

Approved by F.E.P. Hendricks

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### International References

- The Universal Declaration of Human Rights (UN 1948)
- Occupational Safety and Health Convention and Occupational Safety and Health Recommendation (ILO Conventions 155 and Recommendation 164)
- The Convention on the Rights of the Child (UN 1989)
- Minimum Age Convention and Worst Forms of Child Labour Convention (ILO Convention 138 and 182)
- Forced Labour Convention and Abolition of Forced Labour Convention (ILO Convention 29 and 105)
- Equal Remuneration Convention and Discrimination (Employment and Occupation) Convention (ILO Convention 100 and 111)
- Freedom of Association and Protection of the Rights to Organize Convention, Right to Organize and Collective Bargaining Conventions (ILO Convention 87 and 98)
- Fundamental Principles of Right at Work (ILO Declaration, June 1998)
- Rio Declaration of Sustainable Development (UN 1992)

### HeboVanDijk Reference

The HeboVanDijk B.V. Way of Preventing Child Labour

## **1. Legal Requirements**

HeboVanDijk expects all of its business partners (agents, vendors, manufacturers, factories, suppliers and subcontractors) to comply with the applicable laws and regulations of the country of production and according to the ILO Conventions.

## **2. Forced Labour**

HeboVanDijk will not conduct business with a partner who uses involuntary labour of any kind, including prison labour or forced labour. Overtime must be voluntary and must be compensated appropriately.

## **3. Child Labour**

Partners shall not employ persons younger than 15 years and/or below the age of compulsory school attendance, or the minimum age stipulated in the country of production, if this is higher than the age of 15. Furthermore, partners of any kind must abide by all local laws pertaining to the restrictions on “young workers” under the age of 18, including restrictions on their exposure to situations inside or outside the workplace that are hazardous, unsafe or unhealthy and partners will provide adequate protection from such exposure. Special and unconditional attention should be paid to: The HeboVanDijk Way of Preventing Child Labour (Appendix 1).

## **4. Harassment and Abuse**

HeboVanDijk expects its partners to treat every employee with respect and dignity. No employee will be exposed to any harassment, including physical, verbal, sexual or psychological harassment or abuse. Partners will not charge fines as a disciplinary measure. Furthermore, workers must be free to express their concerns to HeboVanDijk or to the designated staff of HeboVanDijk and must be allowed to participate in the auditing process by HeboVanDijk, without fear of retaliation by factory or management.

## **5. Non-discrimination**

HeboVanDijk believes people are entitled to equal employment opportunities. While the company recognizes cultural differences to exist, HeboVanDijk will not pursue business relationships with partners who discriminate in employment practices (including recruitment, benefit, assigned duties, advancement opportunities, discipline, termination or retirement based on gender, race, colour, religion, gender identity, age, sexual orientation, national origin, marital or maternity status, work or personal affiliations, political opinion or social or ethnic origin, or physical, mental or sensory disability).

## **6. Wages and Benefits**

Partners shall determine wages, overtime and statutory benefits and allowances in accordance with all applicable laws. Employees shall be paid at least the statutory minimum wage or a wage that meets applicable local industry standards, whichever is higher.

## **7. Health and Safety**

HeboVanDijk looks for partners who provide written standards for safe and healthy working environments and the prevention of accidents and injuries to the health of their employees, including adequate facilities and protections against exposure to hazardous conditions or materials. These provisions must include safe and healthy conditions for dormitories and residential facilities, and they must comply with local health and safety laws and standards.

## **8. Working hours / Overtime**

While permitting flexibility in scheduling, HeboVanDijk will identify local legal limits on working hours and look for partners who do not exceed these limits, with the exception of appropriately compensated overtime. While we prefer partners who work less than 60 hours per week, we will not use partners who regularly require more than 48 hours per week and 12 hours overtime per week, or as permitted by applicable law, whichever is lower. Employees must receive at least uninterrupted 24-hour rest period after every 6 consecutive working days.

## **9. Environment**

Partners will demonstrate respect for the environment and compliance with applicable environmental legislation. HeboVanDijk actively looks for partners who are committed to progressive environmental practices and to preserving the earth's resources.

## **10. Documentation and Inspection**

HeboVanDijk intends to monitor compliance with our Code of Conduct and undertake on-site inspections of partners' facilities. Partners will maintain, on file, all documentation necessary to demonstrate compliance with these Requirements and will authorize HeboVanDijk and its designated agents (including parties) to conduct in announced and unannounced monitoring activities to ensure compliance, including confidential employee interviews. HeboVanDijk will review and may terminate its relationships with any partner found to be in violation of this Code of Conduct, including denying access to approved monitors.

## **11. Freedom of Association**

Partners will respect workers freedom of association and the effective recognition of the right to collective bargaining.

## **12. Subcontracting and Changes in Manufacturers, Factories or Suppliers**

Partners will not utilize subcontractors for the production of HeboVanDijk's products or components without written approval and authorization from HeboVanDijk, and only after the subcontractor has agreed to comply with this Code of Conduct. Partners will not change manufacturers, factories, subcontractors or suppliers for the production of HeboVanDijk's products without written consent and authorization from HeboVanDijk and only after the new factory, subcontractor, or supplier has agreed to comply with this Code of Conduct in writing.

## **13. Amendment of the audit**

Partners shall give written notice in advance to HeboVanDijk if the ownership of the company will change. The new owners of the company shall promptly agree to comply with these requirements in writing.

We hereby confirm that we have read, understood and we agree to comply with the terms in this HeboVanDijk's Code of Conduct.

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Date and Location

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Signature

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Seller Company Name

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Name

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Company Stamp

## Appendix 1

### **HeboVanDijk Code of Conduct on Child Labour**

#### **The HeboVanDijk Way of Preventing Child Labour**

HeboVanDijk is aware of the fact that child labour exists in different countries. However HeboVanDijk will never accept that child labour is involved in the production of goods for HeboVanDijk, not directly nor indirectly through subcontractors. HeboVanDijk works actively and very determined against any sort of child labour. The complexity of the child labour problem requires a consistent, long-term effort to create widely supported and sustainable developments in order to achieve our goal that no products delivered to HeboVanDijk are manufactured by any child labour, directly or indirectly.

HeboVanDijk respects the different cultures and values in countries where HeboVanDijk operates and obtains its products. However HeboVanDijk makes no concessions to the basic requirements regarding the Right of the Child. The HeboVanDijk Code of Conduct on child labour has been established in order to clarify the HeboVanDijk position to suppliers, their co-workers and subcontractors. The requirements in this Code of Conduct are mandatory to all suppliers and their subcontractors. It is the responsibility of our main supplier to force all parties involved in the chain of production to respect and follow the HeboVanDijk Code of Conduct.

#### **1. General principle**

HeboVanDijk does not accept child labour.

HeboVanDijk supports The United Nations (U.N.) Convention of the Rights of the Child (1989).

The HeboVanDijk Code of Conduct on Child Labour is based on this Convention, which stipulates:

- “All actions concerning the child shall take into account his or her best interest.” Article 3
- “The right of the child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development.” Article 32.1

In addition, this Code of Conduct is based on the International Labour Organization (ILO), Minimum Age Convention no 138 (1973). According to this convention, the word “Child” is defined as any person below fifteen (15) years of age, unless local minimum age law stipulates any higher age for work or mandatory schooling, in which case the higher age applies. If, however, the local minimum working age is fourteen (14) years, as it is in the developing countries, the lower age will apply.

The Code of Conduct also incorporates the ILO Convention on the Worst Forms of Child Labour no 182 (1999).

#### **2. Implementation**

All actions to avoid child labour shall be implemented by taking into account the child’s best interest. HeboVanDijk demands that all suppliers shall fully accept The United Nations Convention on the Rights of the Child, and that all suppliers fully comply with all relevant national and international laws, regulations and provisions applicable in the country of production. Suppliers are obliged to take the appropriate measures to ensure that no child labour occurs at the suppliers’ and/or their subcontractors’ place of production.

If child labour will be found in any place of production, HeboVanDijk demands the supplier to implement justifications. If these measures are not implemented within the agreed time frame, or if repeated violation occurs to the plan, HeboVanDijk will immediately terminate all business with the supplier concerned. All justifications must take the child’s best interest into consideration, i.e family and social situation and level of education. Special care must be taken, not merely to move child

labour from one supplier's workplace to another, but to enable more viable and sustainable alternatives for the child's development.

The supplier must communicate all its subcontractors, as well as its own co-workers, the full content of The HeboVanDijk Way of Preventing Child Labour and ensure that all the required measures are implemented.

### **3. Young Workers**

HeboVanDijk supports the legal employment of young workers.

Young workers of legal age have, until the age of 18, the right to be protected from any type of employment or work, which by its nature or circumstances is carried in, is likely to jeopardize their health, safety or morals.

Therefore HeboVanDijk demands all her suppliers to ensure that young workers are treated in accordance with the law; this includes measures to avoid hazardous jobs, night shifts and ensure minimum wages. Working hour limit and overtime should be set with special care with the younger workers.

### **4. Labour force register**

The supplier shall maintain documentation for every employee verifying the employees' date of birth. In countries where such official documents are not available, the supplier must use appropriate assessment methods in accordance with the local law.

### **5. Monitoring**

All suppliers are obliged to keep HeboVanDijk informed about all places of production (including their subcontractors) at all times. Any undisclosed production center found is a violation of this Code of Conduct.

HeboVanDijk reserves the right to make unannounced visits at any time to all places of production (including their subcontractors) for goods ordered by HeboVanDijk. HeboVanDijk furthermore reserves the right to assign, at its sole discretion, an independent third party to conduct inspections in order to ensure compliance with The HeboVanDijk Way of Preventing Child Labour.

Best, 01-09-2020  
Mr. F.E.P. Hendricks  
Managing Director