



CCO Poulis Group Code of Conduct for Vendors

This CCO Poulis Group Code of Conduct outlines the basic requirements concerning working conditions that must be satisfied by all vendors of CCO Poulis Group. CCO Poulis Group and its principals are free to supplement these requirements at any time.

Child Labor

Vendors 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 15 years of age. Vendors must verify the age of their workers and maintain copies of their workers' proof of age. Vendors must follow all applicable laws and regulations regarding working hours and conditions for minors.

Involuntary Labor

Vendor shall not use involuntary labor. "Involuntary Labor" is defined as work or service which is extracted from any person under threat or penalty for its non-performance and for which the worker does not offer himself or herself voluntarily, and includes all manner of prison, bonded, indentured and forced labor.

Disciplinary Practices

Vendors shall not use corporal punishment or any other form of physical or psychological coercion or intimidation against workers.

Non-discrimination

Vendors shall employ workers solely on the basis of their ability to do the job, and shall not discriminate on the basis of age, gender, racial characteristics, maternity or marital status, nationality or cultural, religious or personal beliefs or otherwise in relation to hiring, wages, benefits, termination or retirement.

Health and Safety

Vendors shall maintain a clean, safe and healthy workplace in compliance with all applicable laws and regulations. Vendors 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. Vendors shall ensure that the afore mentioned standards are also met in any canteen and/or dormitory which is provided for workers.

Environmental Protection

Vendors shall comply with all applicable laws and regulations in respect of protecting the environment and maintain procedures for notifying local authorities in the event of an environmental accident resulting from Vendors operations.

Wages and Benefits

Vendors 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

Vendors 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. Vendors shall guarantee that workers receive at least one day off during each seven-day period.

Freedom of Association

Vendors shall respect the right of workers to associate, organize and bargain collectively in a legal and peaceful manner.

Familiarization and Display of This Code of Conduct

Vendors shall familiarize workers with this Code of Conduct and display this Code of Conduct, translated in the local language, at each of their facilities in a place readily visible and accessible to workers.



Legal Requirements

Vendors shall comply with all legal requirements applicable to the conduct of their businesses, including those set out above. Vendors shall ensure that their contractors and suppliers adhere to this Code of Conduct.

Monitoring of Compliance

Vendors authorize CCO Poulis Group and its principals to conduct scheduled and unscheduled inspections of Vendors facilities for the purpose of ensuring compliance with this Code of Conduct. During these inspections, CCO Poulis Group and its principals shall have the right to review all employee-related books and records maintained by Vendors and to interview workers.

Corrective Action

When violations are found, CCO Poulis Group and the Vendor concerned will agree on a corrective action plan that eliminates the problem in a timely manner. If it is determined that a Vendor is knowingly and/or repeatedly in violation of this Code of Conduct, CCO Poulis Group and its principals shall take appropriate corrective action, which may include cancellation of orders and/or termination of business with the Vendor in question.

Compliance to environmental and product safety legislation.

This legislation covers amongst others the following issues where applicable:

- Product liability
- Commodities act general product safety decree
- Commodities act and consumer safety
- CE marking
- CE norm for toys (EN71-1/2/3/9/10/11)
- No use of PVC Softeners (phthalates) in products for children
- Limited use of PVC Softeners (phthalates)
- Use of Azo-free colorants
- Use of lead free paints and inks
- Low Cadmium (max 100 ppm)
- Cadmium free batteries
- Directive dangerous waste
- Bromine-containing fire retardants
- Flammability of textiles
- RoHS
- WEEE

Disclaimer:

This enumeration is not complete and you will not be able to derive any rights from it. You are solely responsible for the correct legally required specifications of a product.

Vendor Agreement

CCO Poulis Group is dedicated to full and complete compliance with all laws and regulations applicable to the conduct of its business and expects its vendors, and buying agents utmost cooperation and commitment with such efforts.

It is therefore requested that the owner, president, managing director, or chairperson for your company sign and return a copy of this letter there by confirming your understanding of its contents and agreement to undertake the obligations it sets fourth.

Please return a signed copy with the signed Purchase Order. If CCO Poulis Group does not receive a timely response, it will be forced to review its relationship with your company. In closing, we highly value the relationship with your company and believe that you share our compliance concerns. Thank you in advance for your cooperation and we look forward to continually strengthening our relationship for years to come.

Name: _____

Date: _____

Title: _____

Signature: _____