



CODE OF CONDUCT

PURPOSE

Gemma International is committed to sourcing the highest quality products from many countries with diverse cultures and economies. The purpose of this Code of Conduct is to outline the requirements by which Gemma International will deal with Suppliers or any other organisation involved in supplying, in order to ensure that the well-being of their employees are a priority.

Gemma aims to pursue its business in what it considers to be an ethical and professional manner. It aims to promote stable, sustainable and long term partnerships with its Suppliers. Gemma expects all Suppliers to comply with their national laws and regulations and to respect the fundamental International Labour Organisation (ILO) principals and the Universal Declaration of Human Rights. Where the law and the Code of Conduct address the same subject, the Supplier must apply that provision which affords the greater protection.

The Code of Conduct is a mandatory requirement and will be subject to Audit. In order to achieve this, Gemma International expects its Suppliers to adopt an open attitude to the monitoring of the Code of Conduct within its organisation and to give all cooperation to its own and any third party auditors. Where suppliers breach this Code of Conduct, Gemma International will try to work with them to improve business standards and employee welfare. However, Gemma International reserves the right to terminate the arrangement with that Supplier immediately for appropriate transgressions or where there is no willingness to make the necessary changes.

The Supplier is encouraged to display a signed copy of this Code of Conduct in their workplace to demonstrate to all employees their commitment to this policy.

Gemma International Code of Conduct:

1. Employment is freely chosen

There is no forced, bonded or involuntary prison labour.

Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

Forced labour is considered to include any work or service, which is extracted from any person under the threat of penalty for its non-performance and for which the worker does not offer himself or herself voluntarily.

2. Freedom of Association and the right to collective bargaining

- 2.1 The Supplier must respect the right to freedom of association for all employees. They should be free to form and join trade unions of their choice and the Supplier must respect their right to bargain collectively.
- 2.2 The Supplier shall, in those situations in which the right to freedom of association and collective bargaining are restricted under law, facilitate parallel means of independent and free association and bargaining for all such personnel.
- 2.3 The Supplier shall ensure that representatives of such personnel are not the subjects of discrimination and that those representatives have access to their members in the workplace.

3. Child Labour

- 3.1 There shall be no recruitment of child labour. (See Definitions below.)
- 3.2 Where a child is found to be performing child labour, the Supplier shall develop or participate in, and contribute to, policies and programmes to provide for the transition of that child to enable her or him to attend and remain in quality education until no longer a child (see Definitions below).
- 3.3 Children or young workers under the age of 18 shall not be employed at night or in hazardous conditions.
- 3.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

4. Health & Safety

- 4.1 A safe and hygienic environment shall be provided bearing in mind the prevailing knowledge of the industry and of any specific hazards. Appropriate procedures shall be in place to prevent accidents and injury to health arising out of, associated with or occurring in the course of work. The causes of hazards inherent in the working environment must be minimised, so far as is reasonably practicable.
- 4.2 The Supplier shall assign a senior management representative to have a responsibility for implementation of health and safety. This person must be known throughout the organisation.
- 4.3 The Supplier shall ensure that all personnel shall receive regular and recorded health and safety training, and that such training is repeated for new and reassigned personnel.
- 4.4 The Supplier should ensure that (although not limited to):
 - Workers eyesight is protected by ensuring the availability and use of appropriate magnifying tools when working on small items and by providing appropriate lighting.
 - Workers are protected from repetitive strain injury as far as possible considering the ergonomics of their workplace.
 - Facilities have adequate ventilation from harmful fumes or dust.
 - Appropriate protective clothing is provided and use of protective clothing is ensured.
 - Facilities have adequate fire safety standards/procedures and regular fire drills for all employees. Appropriate fire fighting equipment must be easily accessible and clearly marked. Fire exits must remain open in case of an emergency.
 - All workers are to have access to clean bathrooms, safe drinking water and sanitary facilities for food storage.
 - If dormitory facilities are provided for personnel they must be clean, safe, and meet the basic needs of the personnel.

5. Discrimination

- 5.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

6. No harsh or inhumane treatment is allowed

6.1 The Supplier expects the workplace to be free from harassment. The Supplier will not permit the use of monetary fines and does not allow behaviour, including gestures, language and physical contact, that is sexually coercive, threatening, abusive or exploitative.

7. Disciplinary Practices

7.1 The Supplier does not engage in or support the use of corporal punishment, mental or physical coercion and verbal abuse.

7.2 The Supplier shall investigate, address, and respond to the concerns of employees.

7.3 The Supplier shall put in place systems for employees to raise concerns and all employees should be aware of these procedures.

7.4 All disciplinary measures should be recorded.

8. Living Wages are paid

8.1 The supplier shall ensure that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher.

8.2 Wages should always be enough to meet basic needs and to provide some discretionary income.

8.3 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

8.4 All wages must be payable directly to the employee in a manner convenient to them.

8.5 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned.

9. Working Hours

9.1 Suppliers are expected to comply with all applicable local laws and industry standards on working hours. In any event Suppliers should not expect their employees to work more than the lesser of:

- 48 hours per week
- The limits on regular hours allowed by local law

and shall be provided with at least one day off for every 7 day period on average.

9.2 Overtime shall be voluntary, it shall not exceed 12 hours per week and shall not be demanded on a regular basis. Overtime shall always be compensated at a premium rate.

10. Regular employment is provided

10.1 To every extent possible, work performed must be on the basis of a recognised employment relationship established through national law and practice.



10.2 Security laws and regulations must be respected and not avoided through the use of labour only contracting, sub-contracting, home-working arrangements or through apprenticeship schemes where there is no real intent to impart skills or to provide regular employments. Obligations to employees must also not be avoided through the excessive use of fixed term contracts of employment.

11. Community Relations

11.1 The Supplier must ensure that the rights of the community are respected with regards to the environmental and social impact of the business in the area. The Supplier must have an interest in the welfare and success of the local community and ensure that the business operated in the area will be of benefit to them.

12. Sub-Contracting

12.1 The Supplier must ensure that any sub-contractors, out-workers, home-workers and/or suppliers of any goods or services used, will comply and meet the requirements of this Code of Conduct or take immediate steps to meet the requirements. Evidence of this must be supplied and if the practices differ from the requirements then ethically Gemma International must be informed immediately.

13. Monitoring

13.1 Suppliers are encouraged to institute a self-monitoring system based on this Code of Conduct and move towards independent verification of Code compliance.

I have read the above and confirm that this company practices its business in compliance with the above Code of Conduct.

Name

Position

Company

Date

Definitions

Child

Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If, however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

Young Person

Any worker over the age of a child as defined above and under the age of 18 years of age.

Child Labour

Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards. And any work that is likely to be hazardous or to interfere with the child's or young person's education or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.