NLB Fashion Services BV  
(Steps Nederland BV, Steps Belgium NV)  
Code of Conduct  
for External Manufacturers, Suppliers, Contractors, Subcontractors  
and other Workshops  

Preamble

1. NLB Fashion Services BV, consisting of Steps Nederland BV, Steps Belgium NV, hereinafter all to be referred to as NLB Fashion, recognizes its responsibilities to workers for the conditions under which its products are made and that these responsibilities extend to all workers producing products for NLB Fashion, whether or not they are employees of NLB Fashion.

2. Any workers producing products manufactured, sold or distributed by NLB Fashion must be provided with living wages and decent working conditions. The international labour standards established by Conventions 1, 26, 29, 87, 98, 100, 105, 111, 131, 135, 138, 155, 182 of the International Labour Organization (ILO) must be observed. ([http://www.ilo.org](http://www.ilo.org))

3. NLB Fashion also recognizes its responsibilities towards the environment and towards animal welfare.

4. NLB Fashion will require its manufacturers, suppliers, contractors, subcontractors and other workshops to comply with these conditions and observe these standards when producing or distributing products or components of products for NLB Fashion. In particular, NLB Fashion’s External suppliers will be bound to compliance to the provisions contained in this Code.

5. Suppliers that subcontract work for NLB Fashion will therefore be responsible for any subcontractor’s compliance with this Code.

6. For the purpose of this code the terms “manufacturer”, “supplier”, “contractor”, “subcontractor” or “workshop” shall mean any natural or legal person who contracts with NLB Fashion, either directly or indirectly via another natural or legal person who contracts with NLB Fashion and is engaged in a manufacturing process, assembly and packaging, which results in a finished product for the consumer. Suppliers are obliged to actively inform and update NLB Fashion on all projected or used production locations prior to sample development and production.

The natural or legal person indicated by the terms “manufacturer”, “supplier”, “contractor”, “subcontractor” or “workshop” will hereafter in this document all be referred to as “supplier(s)” or “employer(s)”.

Content

1. **Legal compliance**  
   Required compliance with all applicable national laws and regulations, industry minimum standards, ILO and UN Conventions and any other relevant statutory requirements whichever requirements are more stringent.

2. **Employment is freely chosen**  
   There shall be no use of forced, including bonded, labour (ILO Conventions 29 and 105). Nor shall workers be required to lodge “deposits” or their identity papers with their employer.

3. **The employment relationship is established**  
   Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment. Younger workers shall be given the opportunity to participate in education and training programs.

   In case of sub-contracting the supplier, with whom the contract or order agreement is made by NLB Fashion, will actively communicate the name and address of the sub-contracting party which they use for the production (i.e. cutting, sewing, dyeing, embroidery, printing, washing/laundry, ironing, finishing and packing).
4. Freedom of association and the right to collective bargaining
   The right of all workers to form and join trade unions and to bargain collectively shall be recognized (ILO Conventions 87 and 98). Workers' representatives shall not be the subject of discrimination and shall have access to all workplaces necessary to enable them to carry out their representation functions (ILO Convention 135 and Recommendation 143). Employers shall adopt a positive approach towards the activities of trade unions and an open attitude towards their organizational activities. In situations or countries in which the right regarding freedom of association and collective bargaining are restricted by law, parallel means of independent and free organization and bargaining shall be facilitated.

5. Child labour is not used
   There shall be no use of child labour. Only workers above the age of 15 years or above the compulsory school-leaving age shall be engaged (ILO Convention 138 and 182). In those countries that have specified the minimum age at 14 years in accordance with section 2.4 of ILO Convention 138, workers may be engaged at the age of 14 years for the duration of that initial specification. Adequate transitional economic assistance and appropriate educational opportunities shall be provided to any replaced child workers.

6. No discrimination in employment
   Equality of opportunity and treatment regardless of race, color, sex, religion, sexual orientation, political opinion, membership in workers’ organizations including unions, nationality, social origin, pregnancy, maternity, marital status or other distinguishing characteristic shall be provided (ILO Conventions 100 and 111).

7. Treatment of employees
   Employees shall be treated with dignity and respect. Physical abuse, threats of physical abuse, unusual punishments or discipline, sexual or other harassment and intimidation by the employer is strictly prohibited.

8. Health and safety
   A safe and hygienic working environment shall be provided and the best occupational health and safety practice shall be promoted, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Minimum conditions of light, ventilation, fire prevention safety measures, as well as access to a drinking water supply shall be guaranteed (ILO convention 155).

8.1 Building and fire safety
   Clearly marked exits and preferably emergency exits shall be provided on all floors. Exits shall not be blocked by cartons, fabric rolls, debris or any other objects and shall be clearly lit. If emergency exits are locked, the keys should be placed behind breakable glass next to the doors and thus be available to all staff at all times.

8.2 First aid
   First aid equipment shall be available in the building and / or factory and at least one person in each department should have training in basic first aid.

8.3 Worker Residence (Dormitory)
   Dormitories must provide a clean, safe, and healthy residence environment. The dormitory design must provide adequate privacy, security, and freedom of movement for all occupants. Dormitory facilities must comply with all applicable, legally mandated standards, for public domiciles in the countries and communities in which they are located.

9. Remuneration policy
   Wages and benefits paid for a standard working week shall meet at least legal or industry minimum standards and always be sufficient to meet basic needs of workers and their families and to provide some discretionary income.

   Deductions from wages for disciplinary measures 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. All workers shall be provided with written and understandable information about the conditions in respect of wages before they enter employment and of the particulars of their wages for the pay period concerned each time that they are paid (ILO conventions 26 and 131).

   No excessive working hours:
   Hours of work shall comply with applicable laws and industry standards. In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7-day period. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate (ILO Convention 1).

   Employers shall also take into account further standards given in regard to excessive working hours as per ILO convention 1.
10. Environment & product safety
Suppliers are obliged to comply with the provisions of the legalization in force on environmental matters. In the NLB Fashion Manual, which will be provided to every supplier when starting a business relation, the standards are given that need to be followed by supplier, both in final product and in raw materials used, according to the Restricted Substances List as advised by the Dutch textiles brand organization Modint. This RSL list is an extraction, applicable to the textile industry, of the international REACH (EG.nr. 1907/2007) regulations.
NLB Fashion favors suppliers who practice environmental protection.
Furthermore suppliers are obliged to comply with the child safety regulations and other quality standards as given in the Buyer’s Supplier Manual.

11. Animal welfare
NLB Fashion does not use animal fur in any shape or form. NLB Fashion only accepts leather from animals that have been bred for the food industry and so not exclusively for the sake of leather.
In connection with animal farming, suppliers shall consider the biological needs of the animal rather than try to make the animal adapt to the conditions available.

Closing section
1. Minimum standards
The provisions of this Code of Conduct constitute only minimum standards and conditions for the purpose of preventing exploitation. NLB Fashion does not intend, will not use and will not allow any supplier to:
- use these minimum standards and conditions as maximum standards,
- or as the only conditions permitted by NLB Fashion,
- or to serve as the basis for any claim as to what standards or conditions of employment should be provided.

2. Supervision and compliance
By signing the declaration of liability regarding compliance with this NLB Fashion Code of Conduct, the suppliers authorize NLB Fashion to conduct inspections or to have inspections conducted by third parties, in order to guarantee the observance of this Code. The suppliers will prove these supervisors with access to the necessary documentation and with means to ensure this process.

Should NLB Fashion find or be informed that a supplier does not comply with our Code of Conduct, we shall require that corrective measures are taken within an agreed time limit. NLB Fashion expects the supplier to show transparency, willingness and cooperation towards these corrective measures.
If said measures have not been implemented within the agreed period, NLB Fashion has the right to terminate the business relation with this supplier. In case NLB fashion finds that a delivered order is not conform the standards of this Code of Conduct, regarding points 10 Environment & product safety and 11 Animal welfare, NLB fashion holds the right to not accept the order(s) without any liability.
If NLB Fashion finds repeated violations, we will terminate the co-operation with the supplier with immediate effect. All existing orders will be cancelled without any liability towards NLB Fashion.

3. Publication of the Code of Conduct
The management of the suppliers shall inform their employees about the contents of this Code of Conduct. A copy of the same, drawn up in the local language, shall be placed in a place accessible to all employees.

4. Incorporation into contract
The Code of Conduct shall be deemed to form a part of all agreements that NLB Fashion enters into or has entered into with suppliers.

5. Damages
A supplier will be liable for any damages sustained by NLB Fashion that are a consequence of a breach of this Code by that supplier.

6. Applicable law
This Code of Conduct shall be governed by and construed in accordance with Dutch law only. Any disputes relating to this Code shall fall within the exclusive jurisdiction of the competent District Court of Amsterdam (Rechtbank, Amsterdam), the Netherlands.

Disclaimer:
This Code of Conduct is property of NLB Fashion Services BV and its brands Steps Nederland BV, Steps Belgium NV. No part of this publication may be reproduced in any form without permission in writing from NLB Fashion Services BV.