



ACCELL GROUP N.V. CODE OF CONDUCT FOR SUPPLIERS

This Code of Conduct for Suppliers (the "**Code of Conduct**") was drawn up by the Board of Directors of Accell Group NV on 11 February 2013.

This Code of Conduct is published on the website of Accell Group NV: www.accell-group.com, under "Corporate Governance".

Accell Group NV and its group companies (together referred to as "**Accell Group**") operate on the basis of respect, appreciation and commitment and believe that all their activities must be carried out with honesty, sincerity, care and integrity, and are accountable for their actions.

This Code of Conduct outlines the basic requirements concerning working conditions that must be satisfied by all suppliers, buying agents and (sub)contractors of Accell Group ("**Suppliers**"). This Code of Conduct is in compliance with the World Federation of Sporting Goods Industry (WFSGI) Code of conduct. The Principles are based on the international labour standards outlined in the relevant Conventions of the International Labour Organization (ILO).

1. **General**

1.1. The Supplier shall adhere to this Code of Conduct and shall ensure that its contractors and suppliers adhere to this Code of Conduct.

2. **Legal Compliance**

2.1. The Supplier shall operate in full compliance with national and local laws, rules and regulations relevant to its business operations. Local industry standards should prevail when higher than the local legal requirements.

2.2. In countries where the legal requirements fall short of internationally recognized standards, the Supplier should at least apply the minimum criteria as set forth in this Code of Conduct.

3. **Human rights and labour**

3.1. The Supplier shall recognize and respect internationally proclaimed human rights.

3.2. The Supplier shall treat every employee with respect and dignity and every employee shall have the right to a workplace free from physical, sexual, psychological or verbal harassment or abuse. In any event the Supplier shall apply the minimum criteria as set out hereafter:

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Child labour

- 3.3. The Supplier does not resort to using persons at an age younger than 15 (or 14 where the law of the country of manufacture allows) or younger than the age for completing compulsory education in the country of manufacture where such age is higher than 15, for any operation whatsoever.
- 3.4. The Supplier does not expose young employees under 18 to situations that are hazardous, unsafe or harmful to health.
- 3.5. The Supplier must verify the age of its employees and maintain copies of its employees' proof of age.

Forced Labour

- 3.6. The Supplier does not resort to or allow the use of forced labour, whether in the form of prison labor, indentured labor, bonded labor, or otherwise. No employee can be compelled to work through force, the threat of force or intimidation of any form.
- 3.7. The Supplier's personnel must be free to leave the work area after completing the standard work hours. Personnel is free to stop working for the Supplier if reasonable notice has been given.

Disciplinary Practices

- 3.8. The Supplier does not resort to or allow the use of corporal punishment or any other form of physical or psychological coercion or intimidation against employees.
- 3.9. The Supplier does not authorize any behaviour, including gestures, language and physical contact, that is sexually coercive, threatening, abusive or exploitative.

Non-discrimination

- 3.10. The Supplier shall employ workers solely on the basis of their ability to do the job, and shall not resort to or allow discrimination on the basis of age, gender, racial characteristics, maternity or marital status, disability, sexual orientation, nationality or cultural, religious or personal beliefs, political opinion, or social or ethnic origin or otherwise in relation to hiring, wages, benefits, advancement, disciplines, termination or retirement.

Freedom of Association and Collective Bargaining

- 3.11. The Supplier shall recognize and respect the rights of workers to join workers organizations and associations of their own choosing, and to bargain collectively. Where the right to freedom of association and collective bargaining is restricted under law, the

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employer shall consider the development of parallel means for independent and free association and bargaining.

Health and Safety

- 3.12. The supplier guarantees that the work environment is safe, clean and wholesome and that it takes adequate measures to avoid accidents, bodily injury and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities.
- 3.13. This includes protection from the risk of fire, accidents, and toxic substances, or any other industrial, environmental or climatic risk. There must be appropriate lighting, ventilation and heating systems.
- 3.14. Protective rules relating to pregnant women shall be applied by the Supplier.
- 3.15. The Supplier shall ensure that workers have access at all times to potable water, sanitary washing facilities and an adequate number of clean toilets, fire extinguishers, and fire exits. The Supplier's buildings can also be evacuated quickly and effectively.
- 3.16. The factory must have safety and health policies and procedures that are clearly communicated to the employees.
- 3.17. The Supplier shall ensure that the before mentioned standards and requirements also apply to employee residential facilities, where provided to employees.

Wages and Benefits

- 3.18. The Supplier shall provide wages that comply with all applicable laws and regulations or that are in line with the prevailing local manufacturing or industry rates and that are always adequate to meet the basic needs of personnel. In all cases wages should be fully compensating for all time worked and must equal or exceed the minimum wage or the prevailing industry wage, whichever is higher.
- 3.19. Each employee shall be provided with all legally mandated benefits. These may include: meals or meal subsidies; transportation or transportation subsidies; other cash allowances; health care; child care; emergency, pregnancy or sick leave; religious or bereavement leave; and contributions for social security and other insurance, including life, health and employees compensation.
- 3.20. In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at the premium rate legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate exceeding their regular hourly compensation rate, regardless of whether workers are compensated hourly or by piece rate.

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Working Hours

- 3.21. Employees shall not be required, except in extraordinary business circumstances, to work in excess of 60 hours per week, including overtime, or the local legal requirement, whichever is less.
- 3.22. Employees shall never work more than 6 consecutive hours and be entitled to at least one day off for every seven day period.

4. Environmental Protection

- 4.1. The Supplier 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 the Supplier's operation.
- 4.2. The Supplier should aim for progressive improvement in its environmental performance, not only in its own operations, but also in its relationships with partners and subcontractors. This includes:
 - a. Integrating principles of sustainability into business decisions.
 - b. Responsible use of natural resources such as land, soil, energy and water.
 - c. Reducing, minimizing and avoiding pollution and waste including solid, liquid and atmospheric conditions.
 - d. Designing and developing products, materials and technologies according to the principles of sustainability.

5. Integrity

- 5.1. Accell Group conducts its business with honesty and integrity, and in compliance with applicable laws. As such, Accell Group expects its Suppliers to maintain the highest standards of integrity, which shall include in any event:
 - a. No bribery: the Supplier shall not accept or give personal gifts, remuneration or any other favour that could affect the integrity of business decision-making.
 - b. Record keeping: the Supplier shall keep financial records in accordance with all relevant legal and regulatory requirements and applicable accounting practices.

6. Monitoring of Compliance

- 6.1. The Supplier undertakes to meet all the obligations set out in this Code of Conduct and takes the corrective and preventive measures necessary to anticipate, identify, analyze, resolve and monitor any breach of this Code of Conduct.
- 6.2. The Supplier authorizes Accell Group and its principals to conduct scheduled and unscheduled inspections of Supplier's facilities for the purpose of ensuring compliance with this Code of Conduct.

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

7. Supplier Agreement

7.1. Accell Group is dedicated to full and complete compliance with all laws and regulations applicable to the conduct of its business and expects the utmost cooperation and commitment to such efforts from its Suppliers. It is therefore requested that the owner, president, managing director or chairperson (or other authorized representative) of the Supplier's company signs and returns a copy of this Code of Conduct thereby confirming the understanding of its contents and agreement to undertake the obligations set forth herein.

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.

For agreement

Company:

Name signatory:

Title:

Date:

Place:

Signature:

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