

亚帝斯集团供应商行为准则 ACCELL GROUP CODE OF CONDUCT FOR SUPPLIERS

本供应商行为准则（“行为准则”）由 Accell Group BV 管理委员会于 2023 年 4 月 1 日制定。
This Code of Conduct for Suppliers (the "Code of Conduct") was drawn up by the Board of Management of Accell Group BV on 1 April 2023.

本供应商行为准则也公布在 Accell Group BV 网站上：www.accell-group.com。
This Code of Conduct for Suppliers is also published on the website of Accell Group BV: www.accell-group.com.

Accell Group BV 及其集团公司（统称为“亚帝斯集团”）致力于实现最高标准的社会和环境责任，我们希望我们的供应商、采购代理和（分）承包商（“供应商”）在同样的基础上运作。因此，供应商应在尊重、赞赏和承诺的基础上运作，他们的所有活动必须以诚实、真诚、谨慎和正直的态度进行。

Accell Group BV and its group companies (together referred to as “Accell Group”) is committed to the highest standards of social and environmental responsibility and we expect our suppliers, buying agents and (sub)contractors (“Suppliers”) to operate on the same basis. Suppliers should therefore operate on the basis of respect, appreciation and commitment and all their activities must be carried out with honesty, sincerity, care and integrity.

本行为准则概述了有关安全和公平工作条件的基本要求以及亚帝斯集团供应链中环境和社会问题的责任管理。亚帝斯集团希望其所有供应商按照本行为准则行事，包括调整政策、实践和指南，并在其整个组织和供应链中传达和执行行为准则。

This Code of Conduct outlines the fundamental requirements concerning safe and fair working conditions and the responsible management of environmental and social issues in the supply chain of Accell Group. Accell Group expects all Suppliers of Accell Group to act in accordance with this Code of Conduct including aligning policies, practices and guidelines and communicating and enforcing the Code of Conduct throughout their organization and across their supply chain.

本行为准则符合世界体育用品业联合会（“WFSGI”）的行为准则、国际劳工组织（“ILO”）相关公约中概述的国际劳工标准，以及联合国人权宣言。

This Code of Conduct is in compliance with the World Federation of Sporting Goods Industry (“WFSGI”) code of conduct, the international labour standards outlined in the relevant conventions of the International Labour Organization (“ILO”), and the UN Declaration of Human Rights.

1. 总则 General

- 1.1. 供应商应遵守本行为准则，并确保其承包商和供应商遵守本行为准则。因此，本行为准则中对供应商的任何引用也适用于供应商的承包商和供应商。
The Supplier shall adhere to this Code of Conduct and shall ensure that its contractors and suppliers adhere to this Code of Conduct. Any reference to the Supplier in this Code of Conduct shall therefore also apply to contractors and suppliers of the Supplier.

2. 法律合规 Legal Compliance

2.1. 在其所有活动中，供应商应完全遵守与其业务运营相关的国家和地方法律、法规和规章。当提供比当地法律要求更高级别的保护水平时，应以当地行业标准为准。在法律要求未达到国际公认标准的国家，供应商至少应适用本行为准则中规定的最低标准。
In all its activities, 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 providing a higher level of protection than the local legal requirements.

2.2. 在法律要求未达到国际公认标准的国家/地区，供应商应至少应用本行为准则中规定的最低标准。
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. 人权与劳动

Human Rights and Labour

3.1. 供应商必须遵守适用的就业标准、劳动、非歧视，并应承认和尊重国际公认的人权立法。

The Supplier must abide by applicable employment standards, labor, non-discrimination and shall recognize and respect internationally proclaimed human rights legislation.

3.2. 供应商必须根据联合国商业与人权指导原则进行合理的人权尽职调查，以确定所有商业安排中的人权影响，包括合伙企业、合资企业以及使用代理人或顾问等中介机构。

The Supplier must conduct reasonable human rights due diligence in accordance with the UN Guiding Principles on Business & Human Rights to identify human rights impacts in all business arrangements, including partnerships, joint ventures, and the use of intermediaries such as agents or consultants.

3.3. 供应商应当尊重和尊敬地对待每一位员工，每位员工都有权在工作场所免受身体、性、心理或言语骚扰或虐待。

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.

3.4. 在任何情况下，供应商应适用下文规定的最低标准：

In any event the Supplier shall apply the minimum criteria as set out hereafter:

童工/Child labour

3.5. 供应商不得使用年龄低于 15 岁（或在制造国根据 1973 年国际劳工组织最低年龄公约第 138 号规定的最低年龄为 14 岁）或低于制造国完成义务教育的年龄（该年龄高于 15 岁）的人员进行任何操作。

The Supplier does not resort to using persons at an age younger than 15 (or 14 where the country of manufacture has declared a minimum age of 14 under the ILO Minimum Age Convention 1973, no. 138) 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.

3.6. 供应商不会让 18 岁以下的年轻员工暴露在危险、不安全或有害健康的环境中。

The Supplier does not expose young employees under 18 to situations that are hazardous, unsafe or harmful to health.

- 3.7. 供应商必须核实其雇员的年龄并保存其雇员的年龄证明副本。
The Supplier must verify the age of its employees and maintain copies of its employees' proof of age.

强迫劳动/Forced Labour

- 3.8. 供应商不诉诸或允许使用强迫劳动，无论是监狱劳动、契约劳动、抵押劳动或其他形式的强迫劳动。不能通过武力、武力威胁或任何形式的恐吓强迫员工工作。
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 other forms of forced labour. No employee can be compelled to work through force, the threat of force or intimidation of any form.
- 3.9. 供应商的人员在完成标准工作时间的才可以自由离开工作区域。如果给予合理通知，员工可以自由地停止为供应商工作。
The Supplier's personnel must be free to leave the work area after completing the standard work hours. Employees are free to stop working for the Supplier if reasonable notice has been given.
- 3.10. 此外，供应商不得参与或支持人口贩运，并鼓励供应商实施尽职调查措施，以确保其扩展供应链中不存在人口贩运。供应商必须无限制地完全遵守适用的奴役、强迫劳动和人口贩运法律的要求。
The Supplier must furthermore not engage in or support human trafficking and is encouraged to implement due diligence measures to ensure that no human trafficking exists within their extended supply chains. The Supplier must fully comply with requirements of applicable slavery, forced labour and human trafficking laws without limitation.

纪律处分/Disciplinary Practices

- 3.11. 供应商不得对员工诉诸或允许使用体罚或任何其他形式的身体或心理胁迫或恐吓。
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.
- 3.12. 供应商不授权任何具有性胁迫、威胁、虐待或剥削性质的行为，包括手势、语言和身体接触。
The Supplier does not authorize any behavior, including gestures, language and physical contact, that is sexually coercive, threatening, abusive or exploitative.

非歧视/Non-discrimination

- 3.13. 供应商应仅根据员工的工作能力来雇用员工，不得诉诸或允许基于年龄、性别、种族特征、生育或婚姻状况、残疾、性取向、国籍或文化、宗教或个人信仰、政治观点或社会或种族出身或其他与雇用、工资、福利、晋升、纪律处分、解雇或退休有关的信息。
The Supplier shall employ employees 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.

结社自由和集体谈判/Freedom of Association and Collective Bargaining

- 3.14. 供应商应承认并尊重员工在不受干扰、歧视、报复或骚扰的情况下加入他们自己选择的员工组织和协会以及进行集体谈判的权利。如果结社自由和集体谈判的权利受到当地法律的限制，雇主应考虑发展独立和自由结社和谈判的平行手段。

The Supplier shall recognize and respect the rights of employees to join employees organizations and associations of their own choosing, and to bargain collectively, without interference, discrimination, retaliation or harassment. Where the right to freedom of association and collective bargaining is restricted under local law, the employer shall consider the development of parallel means for independent and free association and bargaining.

健康与安全/Health and Safety

- 3.15. 供应商为其所有员工提供有关健康和安全隐患的充分信息和指导，并使其员工能够履行维护健康和安全工作场所的责任。

The Supplier provides all its employees with adequate information and instruction on health and safety concerns and to enable its employees to meet their responsibilities for the maintenance of a health and safe workplace.

- 3.16. 供应商保证其遵守所有适用的安全和健康法律法规。

The Supplier guarantees that it complies with all applicable safety and health laws and regulations.

- 3.17. 供应商确保工作环境是安全、清洁和健康的，并采取足够的措施来避免因工作过程中或因雇主设施的运作而产生的、与之相关的或发生的事故、身体伤害和健康伤害。

Supplier makes sure 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.

- 3.18. 这包括防止火灾、事故和有毒物质的风险，或任何其他工业、环境或气候风险。必须有适当的照明、通风和加热系统。

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.

- 3.19. 供应商应适用与孕妇有关的保护规则。

Protective rules relating to pregnant women shall be applied by the Supplier.

- 3.20. 供应商应确保员工在任何时候都可以使用饮用水、卫生清洗设施和足够数量的干净厕所、灭火器和消防通道。供应商的建筑物也可以快速有效地疏散。

The Supplier shall ensure that employees 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.

- 3.21. 供应商必须有明确传达给员工的安全和健康政策和程序。
The Supplier must have safety and health policies and procedures that are clearly communicated to the employees.
- 3.22. 供应商应确保上述标准和要求也适用于提供给员工的员工住宅设施。
The Supplier shall ensure that the before mentioned standards and requirements also apply to employee residential facilities, where provided to employees.

工资和福利/Wages and Benefits

- 3.23. 供应商应提供符合所有适用法律和法规的工资，或符合当地制造业或行业的现行标准，以及个人的雇佣合同或其他适用合同或集体协议的工资。工资必须始终足以满足员工的基本需求。在任何情况下，工资应充分补偿所有工作时间，并且必须等于或超过最低工资或现行行业工资，以较高者为准。
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 the individual's employment contract or other applicable contract or collective agreement. The wages must always be adequate to meet the basic needs of employees. 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.
- 3.24. 应向每个雇员提供所有法律规定的福利。这些福利可能包括：膳食或膳食补贴；交通或交通补贴；其他现金津贴；养老金；医疗保健；儿童护理；紧急情况、怀孕或病假；宗教或丧葬假；以及社会保障和其他保险的缴款，包括人寿、健康和雇员补偿。
Each employee shall be provided with all legally mandated benefits. These may include: meals or meal subsidies; transportation or transportation subsidies; other cash allowances; pension; 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.
- 3.25. 除了正常工作时间的补偿外，员工还应根据制造国的法律以额外费用获得加班补偿。在不存在此类法律的国家/地区，无论员工是按小时还是计件支付工资，员工的工资都应高于其正常的小时工资率。
In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at the premium rate in accordance with the law of the country of manufacture. In those countries where such laws do not exist, employees shall be compensated at a rate exceeding their regular hourly compensation rate, regardless of whether employees are compensated hourly or by piece rate.

工作时间/Working Hours

- 3.26. 除特殊业务情况外，不得要求员工每周工作超过 60 小时（包括加班时间）或当地法律要求（以较短者为准）。员工不得连续工作超过 6 天，并且每 7 天至少有权休假 1 天。
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. Employees shall never work more than 6 consecutive days and be entitled to at least one day off for every seven day period.

- 3.27. 虽然理解可能需要加班，但供应商应以将加班限制在确保人道和生产性工作条件的水平的方式开展业务。

While it is understood that overtime may be required, Suppliers shall carry out operations in ways that limit overtime to a level that ensures humane and productive working conditions.

- 3.28. 员工应获得合法享有的任何类型的带薪休假或休假并获得适当补偿，其中可能包括假期、产假/育儿假、家庭护理假和病假。

Employees shall be granted and correctly compensated for any types of paid leave or time off to which they are legally entitled, which may include, holiday, maternity/parental leave, family care leave and sick leave.

申诉机制/Grievance Mechanism

- 3.29. 供应商必须根据《联合国商业与人权指导原则》或其他适用法律的有效性标准制定申诉机制或投诉程序。它将鼓励并允许其员工报告疑虑或非法活动。供应商应跟进问题并在需要时采取纠正措施。申诉机制或投诉程序也需要提供并积极传达给外部权利人。供应商保证提出投诉的个人不会受到任何形式的报复或纪律处分。

The Supplier must have in place a grievance mechanism or complaints procedure in line with the effectiveness criteria of the United Nations Guiding Principles on Business and Human Rights or other applicable laws. It will encourage and enable its employees to report concerns or illegal activities. The Supplier shall follow up on concerns and take corrective actions if needed. The grievance mechanism or complaints procedure also needs to be made available and actively communicated to external rights holders. The Supplier guarantees that individuals filing complaints will not be subject to reprisals or disciplinary action of any kind.

4. 环境保护

Environmental Protection

- 4.1. 亚帝斯集团要求供应商拥有与集团自身相当的环境和可持续发展承诺和运营标准。供应商应遵守有关保护环境的所有适用法律和法规，并确保其在任何时候都能获得有效的所需环境许可和注册，以开展业务运营。供应商应制定程序，在供应商的经营活动中发生环境事故时通知当地政府。

The Accell Group requires the Supplier to have environmental and sustainability commitments and operating standards comparable to our own. The Supplier shall comply with all applicable laws and regulations in respect of protecting the environment and make sure it obtains the valid required environmental permits and registrations at all times for its business operations. The Supplier shall maintain procedures for notifying local authorities in the event of an environmental accidents resulting from the Supplier's operation.

- 4.2. 供应商应承诺根据可用的科学标准减少其碳足迹。

The Supplier shall commit to reducing its carbon foot print in accordance with the available scientific standards.

供应商应致力于逐步改善其环境绩效，不仅在其自身的运营中，而且在其与合作伙伴和分包商的关系中。这包括：

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) 将可持续性原则纳入商业决策；
Integrating principles of sustainability into business decisions;
- b) 负责任地使用土地、土壤、能源和水等自然资源；
Responsible use of natural resources such as land, soil, energy and water;
- c) 减少、降低和避免污染和废物，包括固体、液体和大气状况；
Reducing, minimizing and avoiding pollution and waste including solid, liquid and atmospheric conditions;
- d) 根据可持续性原则设计和开发产品、材料和技术；以及
Designing and developing products, materials and technologies according to the principles of sustainability; and
- e) 鼓励采用环境友好型技术，实施健全的活体循环做法，消除对社区的不利影响。
Encourage environmental friendly technologies implementing sound live-cycle practices and voiding adverse effects on the community.

5. 诚信 Integrity

5.1. 亚帝斯集团以诚实正直的态度开展业务，并遵守所有适用法律的要求。因此，亚帝斯集团希望其供应商保持最高的诚信标准，在任何情况下都应包括但不限于：

Accell Group conducts its business with honesty and integrity, and in compliance with requirements of all applicable laws. As such, Accell Group expects its Suppliers to maintain the highest standards of integrity, which shall include in any event, but is not limited to:

- a) 反贿赂和反腐败：严禁任何形式的贿赂。供应商不得接受或给予可能影响商业决策完整性的个人礼物、报酬或任何其他好处。供应商应制定适当的内部程序以确保遵守适用的反贿赂和腐败法律；
Anti-bribery and corruption: any and all forms of bribery are strictly forbidden. The Supplier shall not accept or give personal gifts, remunerations or any other favors that could affect the integrity of business decision-making. The Supplier shall have adequate internal procedures in place to ensure adherence to applicable anti-bribery and corruption laws;
- b) 洗钱
Money laundering;
- c) 欺诈
Fraud;
- d) 逃税
Tax evasion; and
- e) 利益冲突
Conflicts of interest.

5.2. 供应商应按照所有相关法律法律和监管要求以及适用的会计惯例保存财务记录。
The Supplier shall keep financial records in accordance with all relevant legal and regulatory requirements and applicable accounting practices.

- 5.3. 供应商应采取适当措施，确保所有为其或代表其行事的人都遵守此类义务。
The Supplier should take appropriate steps to ensure that all who act for or on its behalf comply with such obligations.
6. 竞争
Competition
- 6.1. 供应商应遵守所有适用的竞争法，尤其是不得固定价格、操纵投标、分配客户或市场或与其竞争对手交换当前、最近或未来的价格信息。
The Supplier shall adhere to all applicable competition laws and, in particular, will not fix prices, rig bids, allocate customers or markets or exchange current, recent, or future pricing information with its competitors.
7. 贸易合规
Trade Compliance
- 7.1. 供应商必须维护和分享与他们的产品有关的准确贸易数据和文件。
Suppliers must maintain and share accurate trade data and documents related to their products.
- 7.2. 供应商必须遵守当地法律和制裁规定，不得参与或促使亚帝斯参与任何形式的违反制裁规定。
Suppliers must comply with local laws and international sanctions regulations and not engage in or cause Accell Group to engage in any form of sanction breaches.
- 7.3. 供应商应了解，在任何情况下，亚帝斯集团都不希望购买含有全球制裁名单上的物质或材料，或以其他方式被限制或禁止的产品和/或半成品。
Supplier shall be aware that under no circumstances Accell Group wishes to buy products and/or semi-finished products containing substances or materials that are on the worldwide sanctions lists, or are otherwise restricted or banned.
- 7.4. 每个供应商都有责任确定他们的产品和/或半成品是否包含全球制裁清单上的物质或材料，或者以其他方式限制或禁止的物质或材料。
It is each supplier's own responsibility to determine if their products and/or semi-finished products contain substances or materials that are on the worldwide sanctions lists, or are otherwise restricted or banned.
- 7.5. 亚帝斯集团保留退货或报废（涉嫌）违规产品的权利，费用由供应商承担，并终止与涉嫌违反适用制裁和出口管制的供应商的关系，以及在这种情况下向供应商追讨任何罚款和/或损失的权利。
Accell Group reserves the right to return or scrap (suspected) violating products at the expense of the supplier, to terminate the relationship with the supplier suspected of having violated applicable sanctions and export controls and the right to recover any fines and/or damages from the supplier in such case.
8. 隐私和数据保护
Privacy and Data Protection

供应商应保护机密信息。供应商必须采用并维护流程，为个人、专有和机密信息提供合理的保护，包括他们代表 Accell 集团访问、接收或处理的信息。供应商必须遵守所有适用的隐私/数据保护和信息安全法律法规。

The Supplier shall protect confidential information. The Supplier must adopt and maintain processes to provide reasonable protections for personal, proprietary and confidential information, including information that they access, receive or process on behalf of the Accell Group. The Supplier must comply with all applicable privacy / data protection and information security laws and regulations.

9. 合规性监测
Monitoring of Compliance

- 9.1. 供应商承诺履行本行为准则规定的所有义务，并采取必要的纠正和预防措施来预测、识别、分析、解决和监控任何违反本行为准则的行为。

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.

- 9.2. 供应商授权亚帝斯集团及其负责人对供应商的设施进行定期和不定期的检查，以确保遵守本行为准则。

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.

- 9.3. 一旦发现违规行为，亚帝斯集团将与相关供应商商定及时消除问题的纠正措施计划。如果确定供应商故意和/或屡次违反本行为准则，亚帝斯集团及其负责人应采取适当的纠正措施，其中可能包括取消订单和/或终止与相关供应商的业务。

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.

10. 供应商协议
Supplier Agreement

- 10.1. Accell 集团致力于充分和完全遵守适用于其业务行为的所有法律和法规，并期望其供应商对这些努力给予最大的合作和承诺。因此，我们要求供应商公司的所有人、总裁、总经理或主席（或其他授权代表）签署并归还本行为准则的副本，从而确认对其内容的理解并同意承担本准则规定的义务。

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.

第二版 Version 2

2023 年 4 月 1 日 1 April 2023

最后，我们高度重视与贵公司的关系，并相信贵公司与我们一样关注合规问题。提前感谢您的合作，我们期待着在未来的日子里继续加强我们的关系。

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.

协议/For agreement

公司/Company:

签字人姓名/Name of the signatory:

职务/Title:

日期/Date:

地点/Place:

签名/Signature: