

TEE JAYS A/S CODE OF CONDUCT

15. November 2013

This Code of Conduct (CoC) describes and sets out the ethical principles of the business carried out and conducted with TEE JAYS A/S.

All suppliers must sign and comply with this CoC. The supplier is responsible for the subcontractors it chooses and pass our CoC. A copy of this CoC must be translated into the national language by the supplier and read aloud to new (and at the first time also to existing) workers and placed at a visible and easy accessible place for the workers.

The purpose of this CoC is to ensure an ethical and fair business of all parties, people and animals involved. We believe that a strong focus and continuous improvement of an ethical business and compliance to the principles below will ultimately benefit all parties and countries – both economically and socially.

No suppliers to TEE JAYS A/S will be or can be expected conducted with suppliers failing to meet this CoC or failing to initiate improvements where needed.

At TEE JAYS A/S we work with Corporate Social Responsibility(CSR) on the basis of the 10 principles of the UN Global Compact concerning human rights, labour rights, the environment and anti corruption.

TEE JAYS A/S 10 principles:

Human Rights Principles (appendix 1)

Principle 1 Suppliers to TEE JAYS A/S must support and respect the protection of internationally proclaimed human rights.

Principle 2 Suppliers to TEE JAYS A/S must ensure that their own operations are not complicit in human right abuses.

Labour Principles (appendix 2)

Principle 3 Suppliers to TEE JAYS A/S must uphold the freedom of association and the effective recognition of the right to collective bargaining.

Principle 4 Suppliers to TEE JAYS A/S must uphold the elimination of forced or compulsory labour.

Principle 5 Suppliers to TEE JAYS A/S should uphold the effective abolition of child labour.

Principle 6 Suppliers to TEE JAYS A/S should uphold the elimination of discrimination in respect of employment and occupation.

Environment Principles (appendix 3)

Principle 7 Suppliers to TEE JAYS A/S must support precautionary approach to environmental challenges.

Principle 8 Suppliers to TEE JAYS A/S must undertake initiatives to promote and diffusion of environmental responsibility.

Principle 9 Suppliers to TEE JAYS A/S must encourage the development and diffusion of environmentally friendly technologies.

Anti-Corruption Principle (appendix 4)

Principle 10 Suppliers to TEE JAYS A/S must work against all forms of corruption, including extortion and bribery.

Human Rights Principles (appendix 1)

- Principle 1 Suppliers to TEE JAYS A/S must support and respect the protection of internationally proclaimed human rights.
- Principle 2 Suppliers to TEE JAYS A/S must ensure that their own operations are not complicit in human right abuses.

TEE JAYS A/S condemns violations of any internationally declared human rights. People must be treated with dignity and respect regardless of social status or rank.

The supplier warrants to support and not to violate such internationally declared human rights.

The national laws of the supplier and of subcontractors must as a minimum be complied with at all times which is being warranted by the supplier.

Labour Principles (appendix 2)

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The labour force is the foundation of any business. Therefore a solid founded and respected labour force ensures a solid and long term viable business. Professional, cheerful and encouraging leadership is appreciated.

Food, water, toilet/bath and housing facilities:

The labour force must have easy access to food (it is recommended and encouraged that the supplier provides at least one free daily meal at work), sanitary food storage and fresh clean potable water, toilet/bath facilities and medical aid and access hereto shall not be unreasonable withheld.

When the labour force is living/sleeping at the production sites or nearby facilities such housing facilities must live up to national standard living facilities.

Preferably toilet/bath facilities for men and women should be separated.

Wages, working hours and conditions:

Wages must at least be the minimum as required by national law and business standards whichever is the higher. Wages above the minimum requirement is encouraged to attract the best and most stable labour force and wages must – compared to the working hours - always be sufficient to meet the basic needs of workers and their families and to provide some discretionary income.

Any deductions from wages for disciplinary measures shall not be permitted unless provided for by national law and only in severe and exceptional cases.

All workers must prior to employment be provided with written and easy understandable information about the conditions in respect of wages and afterwards at paydays an overview of the calculation of the wages for the respective pay period.

Hours of work shall comply with applicable national laws and business standards. In any event – unless national laws allows otherwise - 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 and shall - unless national laws allows otherwise - not exceed 12 hours per week and shall not be demanded on a regular basis and shall always be compensated at a premium rate of wages.

Conditions of work shall provide for a safe and hygienic working environment - bearing in mind the prevailing knowledge of the industry and of any specific hazards.

All working stations must at all working times be sufficient with regard of adequate body positioning, lightning, air/ventilation and temperature.

Physical abuse, threats of physical abuse, unusual punishments or discipline, sexual and other harassment, and intimidation by the supplier is strictly prohibited.

The supplier warrants to abstain from any discrimination with regard of race, skin colour, religion, political, sexual orientation, gender, national origin or social rank or status. Discrimination is not only cruel to individuals or minority groups or people in general. Discrimination is also a source for unstable social relations and affects not only businesses but also communities negatively.

No hazardous working equipment or unsafe factories and/or housing facilities are accepted and must be corrected. Hazardous chemicals must be stored and handled in a safe and healthy manner at all times.

All factories and/or housing facilities must have clearly marked exits, minimum two, and emergency exits on all floors. All exit doors should open outwards and must not on the inside nor the outside be blocked (for example by goods, fabrics, cartons or the like).

If emergency exits for safety reasons or to prevent theft are locked, the keys should be placed behind breakable glass next to the exit doors or otherwise easy to get access to, and thus be available to all staff at all times.

All workers should be aware of the safety arrangements, such as emergency exits, fire extinguishers, first aid equipment etc. An evacuation plan should be clearly displayed in the factory, the fire alarm should be tested regularly and regular evacuation drills are desirable.

Sufficient fire extinguishers must be available at all floors and an adequate number of workers must be trained in the proper use hereof.

All machinery shall be properly maintained and serviced and equipped with proper protection measures.

It is recommended that a doctor or nurse should be available at short notice in case of accidents.

The supplier should pay any costs (not covered by the national social security) which a worker may incur for medical care, following an injury during working for the supplier.

Freedom of association and right to collective bargaining:

The supplier must acknowledge and uphold the freedom of association and the right to collective bargaining when not restricted by the national laws of the supplier and subcontractors.

Working by free will is essential. The supplier warrants that no part of the labour force or people involved at the premises of the supplier and subcontractors or in other part of the production line are imposed to forced and compulsory labour. No fining or severe reduction must be made in any wages upon mistakes made by the labour force.

The workers must be able to terminate their employment provided that they give a reasonable notice and no personal salary, documents or the like required for leaving, living and/or working must be withheld in any such occasions.

Child labour:

The supplier and subcontractors must comply with the ILO (International Labour Organization) conventions recommendations regarding the minimum age for workers which in general is the maximum age for compulsory schooling and child labour.

Reference on this issue is made to:

UN Convention on the rights of the Child

ILO 138 (minimum age)

ILO 182 (worst forms of child labour)

The minimum age is:

Light work (part-time): 13 years / 12 years in developed / undeveloped countries.

Normal work: 15 years / 14 years in developed / undeveloped countries.

Dangerous work: 18 years / 18 years in developed / undeveloped countries.

TEE JAYS A/S encourage the acceptable age of child labour to be 16 years old minimum.

The supplier must do its utmost to secure and determine the correct age of the workers employed and such verification must be available in writing for audits.

Use of child labour or young workers in conflict with the above is not allowed and at all times children and young workers must be treated with dignity and respect.

No way must any use of child labour prohibit the children from receiving proper education and the supplier shall in general do its utmost to train and educate the children in order to become a useful labour force when growing up in adulthood.

Should child labour in conflict with the above be detected the supplier is requested to make sure that the proper measures in the child's best interest are taken. TEE JAYS A/S must be informed.

If children are to be replaced from improper working then reduction in their wages shall not take place and if possible a member of the child's family shall be offered the job position. This is in order to secure a stable private economy of the child and its family.

Environment Principles (appendix 3)

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- Principle 8 Suppliers to TEE JAYS A/S must undertake initiatives to promote and diffusion of environmental responsibility.
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The supplier warrants that national environmental laws and regulations are complied with at all times.

There must be a continuous and in writing documented work towards a cleaner and more environmental friendly production in order to secure that the negative consequences to environment are minimized.

A poor environment creates poor living and working conditions which can impose irreversible and severe damages to the local community and the labour force and within a short period of time harm the suppliers and subcontractors business.

From start of receiving this CoC the supplier must submit to TEE JAYS A/S the apparent negative environmental consequences that the present production represents and which actions can and are expected to be initiated.

The supplier and subcontractors must choose the most environmental friendly goods, raw materials, methods and/or technology applicable with respect to the ordered quality in all its operations. The supplier cannot outsource its negative environmental consequences to subcontractors, hence the supplier is responsible for the environment in the production line in which the supplier is directly or indirectly involved.

TEE JAYS A/S will to the extent possible and reasonable support the development and use of cleaner technologies and procedures upon requests from the supplier.

More precisely the environmental standards and issues to be identified, considered and properly handled by the supplier are:

1) Environmental Permits and Reporting

All required environmental permits (e.g. discharge monitoring) and registrations are to be obtained, maintained and kept current and their operational requirements are to be followed.

2) Pollution Prevention and Resource Reduction

Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

3) Hazardous Substances

Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and correct disposal.

4) Wastewater and Solid Waste

Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required as per national law prior to discharge or disposal. Any discharge or disposal must take place with the highest national standard regarding preserving the environment.

5) Air Emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required as per national law prior to discharge.

6) Product Content Restrictions

Suppliers are to adhere to all applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws and regulations for recycling and disposal. Suppliers are also to adhere to processes to comply with each agreed-upon customer-specific restricted and hazardous materials list. It is to be expected that any delivered goods must comply with the EC regulations as to chemical contents and the like allowed and the supplier warrants such compliance.

Anti-Corruption Principle (appendix 4)

Principle 10 Suppliers to TEE JAYS A/S must work against all forms of corruption, including extortion and bribery

The supplier (and subcontractors) must in writing inform TEE JAYS A/S of any corruption and bribery activities that they are involved in by feeling pressured and/or in order to handle the orders to TEE JAYS A/S. Such information must if practical possible be submitted prior to accepting the behaviour or demand.

The highest standards of integrity are to be expected in all business interactions.

In general any and all forms of corruption, extortion and embezzlement are strictly prohibited and supplier must understand that such activities may result in immediate termination of the business relationship, communication to relevant authorities and organizations as well as legal actions.

Monitoring and evaluation

All businesses involved must at all times be open and accessible for announced, semi-announced and unannounced audits for monitoring and evaluation of compliance with the CoC.

TEE JAYS A/S needs to monitor and evaluate and secure the supplier's compliance with this Code of Conduct (CoC). Such monitoring is necessary in order to secure a durable production and business relationship between the TEE JAYS A/S and the supplier but also in order to satisfy the expectations of the consumers, customers and stakeholders in general of TEE JAYS A/S.

It is the expectation that audits will be entered into and left by all relevant parties with respect and in a friendly tone. The supplier must in writing provide TEE JAYS A/S with addresses of all production and work facilities (including those of the subcontractors) and report any changes herein immediately. This includes names and addresses of any subcontractors involved at any given order.

The supplier warrants that TEE JAYS A/S and/or its representatives (external audit companies etc.) can at all times announced, semi-announced or unannounced be given full access to the premises (including relevant documents) and surroundings of the supplier and subcontractors.

The supplier agree and accepts this to be also for the benefit of the supplier's own business and will do the utmost to assist and help TEE JAYS A/S or its representatives in such audits and at all times to work towards better conditions.

The supplier will upon completion and evaluation of each audit receive a report of the findings, need to do's and recommendations (nice to do's) and where applicable also warnings and the supplier must comply accordingly. Failure to comply with this CoC may ultimately lead to annulment of all orders placed with the supplier. However TEE JAYS A/S will engage in positive discussions and a constructive dialogue towards future compliance and when such actions are reciprocated in will and doing the business relationship will most likely be preserved and continued.

ATTENTION is brought to the fact that this CoC aims to secure a fair situation for all businesses, people, and animals involved as TEE JAYS A/S believes that this serves a viable and respectful purpose.

In situations where this CoC would turn out to be in violation with mandatory national laws of the supplier and subcontractors the national laws apply but the supplier must in such case immediately inform TEE JAYS A/S hereof in writing. This applies to all the principles.

As a supplier of TEE JAYS A/S we hereby agree to comply with this Code of Conduct.

Binding signature and company stamp of the supplier:

Supplier name:

Supplier address:

Date: _____

Signature

Owner/CEO of the supplier