

BALLY, Switzerland

Est. 1851



The Bally Supplier

CODE OF CONDUCT 2016

INTRODUCTION TO THE BALLY SUPPLIER CODE OF CONDUCT

The Bally Supplier Code of Conduct represents our commitment to social good and environmental responsibility and allows our consumers to instantly recognise Bally as brand they can trust.

The purpose of our Code is to state the non-negotiable minimum standards to which we uphold our Suppliers and their sub-tier Suppliers when conducting business with us. This document shows our commitment to international standards beyond our own operations extending to every connection in our supply chain. The Code sets forth the standards for our Suppliers to adhere to all applicable laws and regulations and in particular to comply with international and industry standards and best practices. These expectations extend to their parent, subsidiary or affiliate entities, as well as all others third parties they operate with.

Acknowledgement of the Code is a requirement in every supply agreement, and the Supplier commits that all its operations are subject to the provisions set forth in this Code.

Bally reserves the right to verify the compliance with the Code through assessments and audits.

NO CHILD LABOUR

The Supplier shall not employ individuals below of the age of 16, except if allowed by local law and such exception is consistent with ILO Convention 138 on the Minimum Age, and Convention 182 on the Elimination of the Worst Forms of Child Labour. If the Supplier employs young workers, it must demonstrate that the employment of young people does not expose them to undue physical risks that can harm physical, mental or emotional development.

FORCED LABOUR

The Supplier must under no circumstances use, or in any other way benefit, from forced labour in line with ILO Convention No. 29 on Forced Labour and ILO Convention No. 105 on Abolition of Forced Labour. Forced labour refers to any form of indentured servitude such as the use of physical punishment, confinement, threats of violence as a method of discipline or control such as retaining employees' identification, passports, work permits or deposits as a condition of employment. Where the Supplier is using migrant or prison labourers under a legal framework, Bally must be made aware to review appropriate documentation maintained by the Supplier.

FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING

The Supplier should grant its employees the right to Freedom of Association and Collective Bargaining in accordance with all applicable laws and regulations.

FAIR AND EQUAL TREATMENT / NO DISCRIMINATION

The Supplier must operate with dignity, respect and integrity in regards the treatment of its employees.

The Supplier shall not discriminate in hiring and employment practices on the grounds of criteria such as of race, colour, religion, gender, age, physical ability, national origin, sexual orientation, political affiliation, union membership, medical tests, or marital status, in line with ILO Convention No. 100 on equal remuneration and No. 111 on Discrimination.

Any form of psychological, physical, sexual or verbal abuse, intimidation, threat or harassment must not be tolerated.

WORKING HOURS

The Supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to regular working hours, and overtime hours, including for breaks, rest periods, holidays, and maternity and paternity leaves.

COMPENSATION AND BENEFITS

The Supplier shall ensure that wages and benefits are fairly compensated in accordance with national laws or industry standards whichever is higher, as well as binding collective agreements, including those pertaining to overtime work and other premium pay arrangements.

The Supplier must not apply disciplinary or any other forms of deductions from pay neither apply any forms of discrimination in employment and remuneration practices.

The Supplier shall ensure that wages and any other allowances or benefits are paid on time and are rendered in full compliance with all applicable laws.

REGULAR EMPLOYEMENT

The Supplier shall only employ workers who are legally authorized to work in their facilities and are responsible for validating employees' eligibility to work through appropriate documentation. All work shall be voluntary, and workers shall be free to leave work or terminate their employment upon reasonable notice. To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice. 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, subcontracting, 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. In the case of employment through third party labour agencies the Supplier shall comply with Convention No. 181 of the International Labour Organization on Private Employment Agencies.

HEALTH AND SAFETY

The Supplier shall provide a safe and healthy workplace to their employees, ensuring minimum conditions of light, ventilation, hygiene, fire prevention, safety measures and access to a drinking water supply.

Workers shall have access to clean toilets facilities and drinking water. Where necessary, facilities for food storage shall be provided. Accommodation, where provided, shall be clean and safe.

The Supplier shall take the required steps to prevent accidents and injuries to health of their workers, by minimizing as much as possible the risks inherent to work.

The Supplier shall provide their workers with regular training in the matter of health and safety at work. The company shall keep an appropriate record of the training courses done. Likewise, they shall appoint a person in charge of health and safety within the Management, duly authorized and with the appropriate decision taking power.

ENVIRONMENTAL AWARENESS

The Supplier shall be duly committed at all times to protect the environment and shall comply with the standards and requirements of the applicable local and international Laws and Regulations and demonstrate continual improvement of its environmental performance.

TRACEABILITY OF PRODUCTION

The Supplier shall not assign any work to third parties without the prior written authorization of Bally. The Supplier who outsources any work shall be responsible for the enforcement of the Code by these third parties and their employees.

Likewise, the Supplier shall apply the principles of this Code to any homemaker involved in their supply chain, and shall give transparency to the locations and working conditions of said homeworkers.

PRODUCT QUALITY AND SAFETY

All products and services delivered by the Supplier must meet the quality and safety standards required by applicable law. When conducting business with Bally, the Supplier must comply with the Bally quality requirements.

HAZARDOUS MATERIALS AND PRODUCT SAFETY

The Supplier shall identify hazardous materials, chemicals and substances, and ensure their safe handling, movement, storage, recycling, reuse and disposal. All the applicable laws and regulations related to hazardous materials, chemicals and substances shall be strictly followed. Supplier shall comply with material restrictions and product safety requirements set by applicable laws and regulations. Supplier shall ensure that key employees are aware of and trained in product safety practices.

RESOURCE CONSUMPTION, POLLUTION PREVENTION AND WASTE MINIMISATION

The Supplier shall optimise its consumption of natural resources, including energy and water. Supplier shall implement and demonstrate sound measures to prevent pollution and minimize generation of solid waste, wastewater and air emissions. Prior to discharge or disposal, Supplier shall characterize and treat wastewater and solid waste appropriately and according to applicable laws and regulations.

ANTI BRIBERY

The Supplier must never, directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third Party, whether public or private. The Supplier will not pay or accept bribes, arrange or accept kickbacks and shall not take any actions to violate, or cause its business partners to violate, any applicable anti-bribery laws and regulations.

ORIGIN

The Supplier shall be capable to disclose all the potential sources of primary origins (country of origin) associated with deliveries made. Bally reserves the right to ask the supplier to create, at a point of time, full supply chain mapping back to origin to facilitate assessment of upstream supply chain compliance.

INTELLECTUAL PROPERTY

The Supplier shall take appropriate steps to safeguard and maintain confidential and proprietary information of its business partners and use such information only for the purposes authorized for use by the contractual agreement.

In case of sub-contracting, sharing of confidential information should be made with the consent of Bally.

TAXATION

The Supplier shall comply with the spirit as well as with the letter of the tax laws and regulations of countries in which its company operates.

CONFIDENTIALITY OF INFORMATION

The Supplier shall preserve the integrity and confidentiality of the information it may receive as a consequence of its commercial relationship with Bally. The obligation of confidentiality will remain once the relation with Bally is terminated and it will include the obligation to return any material related to the company held by the Supplier.

Supplier's Acknowledgement

We, the undersigned hereby confirm that:

- We have received and taken due note of the contents of the Bally Supplier Code of Conduct (the "Code") published by Bally.
- We have received and taken due note of the contents of the Bally Supplier Code of Conduct (the "Code") published by Bally.
- We are aware of all relevant laws and regulations of the countries in which our company operates.
- We will report to Bally any case of violations of the Code.
- We will comply with the Code requirements based on a development oriented approach and without amendment or abrogation.
- We will inform all of our employees/subcontractors of the content of the Code, and that we will ensure that they also comply with the provisions incorporated therein.

We hereby authorise Bally or any organizations acting on behalf of Bally to carry out audits with or without notice at our premises and the business premises of our subcontractors at any time to verify compliance with the Code content.

Name of Company_____

Name and Title_____

Signature Company Stamp/Seal_____

Company's Business Registration/Statutory ID/Code/Number_____

Date & Place_____

This document must be signed by an authorized representative of the Supplier and returned to Bally.