

## ROCA GROUP SUPPLIER SOCIAL CONDUCT CODE

### 1. Introduction.

The Code encompasses all workers directly or indirectly involved in the Supplier's business, the definition "worker" shall include but is not limited to management, office and production personnel, contracted and imported labour, homeworkers and part-time, temporary and/or seasonal labour.

In support of the Universal Declaration of Human Rights and the International Labour Organisation (ILO) Declaration on Fundamental Principles and Rights at Work, Roca Group requires all Roca Suppliers to adhere to the following standards and requirements. The Supplier Social Conduct Code is referenced in Roca's Terms and Conditions so as to hold Suppliers legally accountable under the Code.

### 2. Laws and Regulations.

The content of this Code of Conduct shall apply as the "minimum" criteria to be fulfilled by the Supplier in the understanding that the legal provisions and regulations applicable to the Supplier or to its workers shall prevail over this document if their content is more favourable to the worker.

### 3. Child Labour.

In compliance with ILO Conventions No.182 Worst Forms of Child Labour Convention and No.138 Minimum Age Convention, Suppliers shall not employ individuals under the age of fifteen (15) and individuals under the age of 18 shall not be subjected to hazardous work, including night work and overtime.

Suppliers shall implement a management system that verifies the age of each employee by review of legally accepted documentation.

Employment of trainees/apprentices both under and over the age of 18 shall be conducted in compliance with local legislation and this Code. Apprenticeship/traineeship schemes shall not be used for systematic avoidance of the payment of wages and benefits.

Should the existence of child labour be identified in Supplier operations, the Supplier shall implement a corrective plan that effectively resolves the situation and takes the child's wellbeing into account.

#### **4. Involuntary Labour.**

Workers shall not be subjected to forced<sup>1</sup>, involuntary, illegal imprisonment, debt-bonded<sup>2</sup>, indentured, or slave<sup>3</sup>, labour practices and trafficking in persons<sup>4</sup>. All workers shall be in possession of or have direct access to their personal identity documents and must be guaranteed freedom of movement.

Workers shall not be subject to deposits or bonds as a condition for employment.

#### **5. Discipline, abuse and harassment.**

All workers shall be treated with dignity and respect.

Workers shall not be subject to verbal, physical, or mental abuse, violence, threats, coercion or punishment, any form of harassment, or illegal financial penalties/deductions.

#### **6. Discrimination.**

In compliance with ILO Conventions No. 100 Equal Remuneration Convention and No. 111 Discrimination (Employment and Occupation) Convention workers shall not be subject to discrimination in any aspects of employment, including but not limited to hiring, terms of employment, promotion, access to training, dismissal and retirement on the basis of race, gender, colour, nationality, religion, age, maternity, marital status, social or ethnic origin, sexual orientation, political opinion, disability, affiliation, non-affiliation, or any other personal status or characteristic.

Workers shall not be subject to illegal medical testing as a condition for recruitment or employment.

#### **7. Freedom of association and collective bargaining.**

In compliance with ILO Conventions No. 87 Freedom of Association and Protection of the Right to Organise Convention and No. 98 Right to Organise and Collective Bargaining Convention, Suppliers must respect the workers' legal rights on freedom of association and collective bargaining without interference or retaliation. Where local legislation curtails these rights, Suppliers shall encourage alternative means to facilitate worker representation.

#### **8. Compensation and benefits.**

Workers shall receive, as their usual payment terms, at least the applicable legal minimum wage, the wage rate introduced through a collective bargaining agreement, or the wage that meets applicable industry standards, whichever is higher.

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<sup>1</sup> As defined in ILO Conventions No. 105 Abolition of Forced Labour Convention and No. 29 Forced Labour Convention.

<sup>2</sup> As defined in the Supplementary Convention on the Abolition of Slavery, the Slave Trade, and Institutions and Practices Similar to Slavery (1956).

<sup>3</sup> As defined in the Slavery Convention (1926).

<sup>4</sup> As defined in the Protocol to Prevent, Suppress and Punish Trafficking in Persons Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime (2000).

Suppliers shall provide all legally and/or collective bargaining agreement mandated benefits and overtime shall be paid at a rate higher than the regular rate or, if the applicable law so allows, be compensated with extra holidays.

Suppliers shall furnish workers with an itemized pay slip for each pay period.

Payroll records shall be kept to verify that all worker payments, benefits and deductions from pay are in compliance with local laws and regulations, applicable collective bargaining agreements and this Code.

## **9. Working hours.**

Workers shall not be compelled to work overtime. Workers shall be informed about overtime in advance and permitted to reject the overtime request without punishment or retaliation. Suppliers shall provide rest breaks and daily rest in accordance with applicable laws and collective bargaining agreements. Workers shall be permitted at least one day off in a seven work day period.

Suppliers shall maintain accurate time records to verify each worker's regular and overtime working hours and rest periods.

## **10. Hiring and employment practices.**

Each worker shall have a copy of a written employment contract outlining in an official language and the language understood by that particular worker the terms of employment. Each worker shall fully understand their employment terms prior to commencing work.

All workers shall be in a legal employment relationship.

Suppliers shall reference ILO Convention No. 181 Private Employment Agencies Convention for standards on workers hired through recruitment agencies. If applicable, Suppliers shall only engage with reputable, government-registered recruitment agencies. Workers shall not pay any recruitment fees, travel expenses or administrative costs (e.g. visa application) for the purpose of employment.

The use of contract, temporary or other non-full-time employment schemes shall not be a method of systematic avoidance of the payment of worker benefits.

Suppliers shall engage in due diligence activities to ensure that recruitment agency and/or labour broker hiring and employment practices are in compliance with the law and this Code.

## **11. Health and safety – work and living space.**

Suppliers shall provide all workers with a safe and healthy working and, if applicable, living environment, ensuring building and fire safety, machinery and equipment safety, access to potable water and suitable sanitary facilities, access to appropriate personal protective equipment and emergency care, and appropriate storage and handling of hazardous materials.

Suppliers shall implement a health and safety management system including, as a minimum, appropriate health and safety management personnel, a health and safety plan including accident prevention and

emergency action, worker safety training, and means of communication between workers and management.

When the Supplier provides its employees with housing, the workers shall be free to choose between Supplier-provided housing and other accommodation alternatives.

## **12. Environmental protection.**

Suppliers shall abide by all applicable environmental laws and regulations. As a minimum, Suppliers shall engage in activities to minimize their impact on the environment, their use of natural resources, and to prepare for potential environmental hazards as a result of Supplier operations. Suppliers shall manage air emissions, wastewater and the use and disposal of hazardous materials in compliance with international standards.

## **13. Subcontracting.**

Suppliers shall provide Roca with full disclosure of subcontracting activity and obtain approval for the use of subcontractors in Roca-related operations. All use of homeworkers shall be in compliance with applicable laws and regulations.

Suppliers shall require all subcontractors engaged in Roca-related operations to abide by this Code.

Suppliers shall engage in due diligence activities to verify such compliance.

## **14. Management systems.**

To manage compliance with this Code, Suppliers shall appoint personnel to be responsible for communicating and implementing the standards of this Code. Such personnel shall be aware of all applicable legislation and any changes to such; shall inform all workers and subcontractors concerned with Roca operations of the Code standards; and monitor adherence to the Code.

Suppliers shall implement a grievance mechanism that permits all workers to communicate any concerns confidentially, without the risk of retaliation, to management and/or worker representatives.

## **15. Monitoring and compliance.**

Roca and/or its representatives reserve the right to conduct unannounced audits to monitor compliance with the Code by Suppliers and their subcontractors. Suppliers and subcontractors shall grant full access to all operations including worker accommodation, documentation, and grant permission to conduct confidential worker interviews.

Roca reserves the right to suspend or terminate the Supplier's contract if non-compliance with the Code is detected.

**16. Corrective action.**

To continue business relations with Roca, Suppliers shall engage in corrective actions in the event of non-compliance, within a time frame agreed upon between the Supplier and Roca.

**17. Contact information**

For any communication, please send an email to (insert department name) \_\_\_\_\_  
at the following address (add email address and contact details if needed): \_\_\_\_\_

As proof of compliance with the points and obligations set forth above, the Supplier signs this Roca Group Supplier Social Conduct Code in duplicate on \_\_\_\_/\_\_\_\_/20\_\_\_\_.

\_\_\_\_\_

Name of signing person:

Position:

Company name:

Company registration number:

*Add company seal.*