



SUPPLIER CODE OF CONDUCT

DOC-PP-02.COC



ABSTRACT

We expect our suppliers to have a willingness to share our values. This code of conduct has been created to set out the values and principles that underpin all of our work. It is applicable to all of our suppliers and sets out the standards that we expect them to comply with.

Abbink, Edwin
Sr. Procurement Lead

Supplier Code of Conduct

INTRODUCTION



Message from the Procurement Lead

At TenCate Outdoor Fabrics B.V. (TCOF), we expect our suppliers and business partners to conduct their business responsibly, ethically and in compliance with applicable laws and regulations.

This Supplier Code of Conduct defines the minimum standards TCOF expects from its suppliers, subcontractors and relevant business partners. It covers business integrity, human and labour rights, health and safety, environmental and chemical compliance, product and supply-chain requirements, cybersecurity and reporting.

We expect suppliers to implement these requirements within their organisation and relevant supply chain and to cooperate openly with TCOF in addressing identified risks or non-compliances.

A blue ink handwritten signature, appearing to read "Edwin B. Abbink", written over a thin blue horizontal line.

Edwin B. Abbink

Sr. Procurement Lead

TenCate Outdoor Fabrics B.V.

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APPENDIX A – INTERNATIONAL REFERENCE STANDARDS

1. PURPOSE AND SCOPE

This Supplier Code of Conduct (“Code”) defines the minimum standards TCOF expects from all suppliers and their Relevant Subcontractors involved in supplying products or services to TCOF.

The Code applies to all TCOF suppliers, regardless of their country, size or type of business.

Suppliers shall comply with this Code, all applicable laws and regulations, and relevant contractual requirements. Suppliers shall communicate applicable requirements to relevant employees and business partners involved in TCOF-related activities.

Implementation responsibility. Suppliers shall designate an appropriate person or management function responsible for the implementation and oversight of this Code.

This Code should be read together with applicable contracts, specifications and other agreed supplier requirements.

The Code is based on internationally recognised principles, including the UN Guiding Principles on Business and Human Rights (UNGPs), the ILO Fundamental Conventions, the Universal Declaration of Human Rights (UDHR) and the OECD Guidelines for Multinational Enterprises on Responsible Business Conduct.

Definition

“Relevant Subcontractors” means parties engaged by the supplier that perform activities directly related to products or services supplied to TCOF, including manufacturing, processing, testing, finishing or logistics, where applicable.

2. LEGAL COMPLIANCE AND BUSINESS INTEGRITY

2.1 *Compliance with laws*

Suppliers shall comply with all applicable local, national and international laws and regulations relevant to their business and their relationship with TCOF.

This includes, where applicable, requirements relating to:

- labour and employment;
- health and safety;
- environment and chemicals;
- competition and antitrust;
- anti-bribery and anti-corruption;
- sanctions, export controls and trade compliance;
- tax and customs;
- data protection; and
- human rights and slavery.

Suppliers shall promptly inform TCOF of any material legal or regulatory issue that may affect their ability to meet agreed contractual or compliance requirements.

Nothing in this Code requires a supplier to violate applicable law. Where applicable law imposes a stricter requirement than this Code, the supplier shall comply with the applicable law.

2.2 Integrity and fair business practices

Suppliers shall conduct business honestly, ethically and transparently.

Suppliers shall not engage in fraud, deception, misrepresentation, falsification of documents or other dishonest business practices.

Information provided to TCOF concerning products, materials, quality, certifications, production, capacity, delivery, pricing or compliance shall be accurate and complete.

Suppliers shall promptly inform TCOF of any material circumstance that may affect their ability to meet agreed contractual, quality or compliance requirements.

2.3 Anti-bribery and anti-corruption

TCOF does not tolerate bribery or corruption.

Suppliers shall not directly or indirectly offer, promise, provide, request or accept anything of value intended to obtain an improper business advantage. Suppliers shall not offer any gifts or other benefits to TCOF employees that could improperly influence the TCOF employees.

This includes improper payments, kickbacks, commissions, gifts or hospitality, personal favours, employment or business opportunities, and payments or benefits provided through third parties.

Suppliers shall comply with all applicable anti-bribery and anti-corruption laws.

2.4 Gifts and hospitality

Gifts, meals, entertainment or hospitality involving TCOF employees shall be reasonable, infrequent, transparent and connected to a legitimate business purpose. They shall never be offered during an active tender, supplier selection, negotiation or commercial decision where they could influence, or reasonably be perceived to influence, the decision.

2.5 Conflicts of interest

Suppliers shall avoid situations in which personal, financial or other interests could improperly influence business decisions involving TCOF.

Suppliers shall promptly disclose to TCOF any actual or potential conflict of interest that could affect the supplier relationship.

Examples include:

- a supplier employee having a significant personal or financial interest in a TCOF employee;

- undisclosed family or close personal relationships influencing commercial decisions;
- undisclosed commissions or benefits connected to TCOF business; or
- other circumstances that could reasonably create the appearance of improper influence.

TCOF will assess the situation and determine appropriate actions where necessary.

2.6 Anti-money laundering and financial transparency

Suppliers shall comply with all applicable anti-money laundering and financial transparency laws and regulations.

Suppliers shall not participate in transactions involving proceeds of criminal activity, conceal the origin or ownership of funds, use false or misleading invoices or documentation, or deliberately structure transactions to circumvent applicable legal or financial controls.

All transactions between TCOF and its suppliers shall be properly documented and recorded. The administration relating to every order and project shall be transparent, complete, accurate and traceable.

Cash payments are not accepted. All payments relating to TCOF business shall be made through legitimate, traceable and verifiable payment channels and in accordance with the agreed contractual payment terms.

2.7 Competition and anti-trust

Suppliers shall conduct their business in accordance with applicable competition and antitrust laws and shall refrain from any behaviour that unlawfully restricts, obstructs or discourages fair competition.

Suppliers shall obtain information about competitors only through lawful and legitimate means and shall not seek or exchange confidential or commercially sensitive information in violation of applicable laws.

2.8 Data protection

Suppliers shall comply with all applicable data protection and privacy laws and with relevant contractual obligations relating to the processing and protection of personal data.

Suppliers shall implement appropriate measures to protect personal data against unauthorised access, disclosure, loss, alteration or misuse.

Where suppliers process personal data on behalf of TCOF, they shall comply with the applicable contractual requirements and data protection legislation.

3. HUMAN RIGHTS AND LABOUR STANDARDS

Suppliers shall respect internationally recognised human rights and provide fair, decent and safe working conditions.

Suppliers shall:

- prohibit forced, bonded, indentured and compulsory labour;
- prohibit child labour and comply with applicable minimum working-age requirements;
- comply with applicable working-time, wage and employment requirements;

- respect freedom of association and collective bargaining where legally applicable;
- prohibit discrimination and harassment; and
- treat workers with dignity and respect.

Suppliers shall not tolerate physical punishment, threats, intimidation, violence, sexual harassment or other abusive behaviour in the workplace.

Suppliers shall not charge workers recruitment fees or related costs where prohibited by applicable law or recognised international labour standards.

3.1 Human rights due diligence

Suppliers shall maintain risk-based processes, proportionate to their size, activities and risk profile, to identify, assess, prevent and mitigate actual and potential human-rights risks within their own operations and relevant supply chains.

Where human-rights risks or violations are identified, suppliers shall take appropriate corrective action and cooperate with TCOF where relevant.

4. HEALTH, SAFETY AND WORKING CONDITIONS

Suppliers shall provide a safe and healthy working environment for employees and contractors and comply with applicable occupational health and safety requirements.

At a minimum, suppliers shall:

- identify and manage workplace health and safety risks;
- provide appropriate personal protective equipment where required;
- provide appropriate safety training and instructions;
- maintain safe machinery, equipment and facilities;
- reasonable access to potable drinking water and sanitary facilities;
- adequate lighting and ventilation;
- maintain appropriate emergency procedures and equipment; and
- investigate and address serious accidents and incidents.

Where supplier employees or contractors work at TCOF locations, they shall comply with applicable TCOF site safety requirements.

5. ENVIRONMENTAL AND CHEMICAL RESPONSIBILITY

Suppliers shall comply with applicable environmental and chemical legislation and manage the environmental impacts of their operations responsibly.

Suppliers shall appropriately manage:

- waste and wastewater;
- emissions;
- chemicals and hazardous substances;
- energy and natural-resource consumption; and
- other significant environmental risks.

Suppliers shall take reasonable measures to reduce unnecessary water consumption and greenhouse gas emissions, taking into account the nature, scale and environmental impact of their operations.

5.1 Chemical compliance – REACH, PFAS and substances of concern

Suppliers shall comply with all applicable chemical regulations and requirements relevant to products and materials supplied to TCOF, including REACH and applicable restrictions relating to PFAS and other substances of concern.

Suppliers shall:

- ensure that products and materials comply with applicable chemical legislation and agreed TCOF requirements;
- maintain appropriate information and documentation regarding chemical composition;
- promptly inform TCOF of any actual or potential presence of regulated or restricted substances that may affect the legal or agreed compliance of products or materials supplied to TCOF;
- inform TCOF of changes to formulations, raw materials, chemical treatments or production processes that may affect compliance; and
- provide declarations, test results, Safety Data Sheets or other supporting documentation when reasonably requested.

Suppliers shall not introduce or substitute chemicals, formulations or chemical treatments that could affect regulatory or agreed product compliance without prior notification to TCOF and, where required under the applicable specification, contract or agreed change-control process, TCOF approval.

5.2 Environmental and sustainability information

Suppliers shall provide environmental and sustainability-related information reasonably requested by TCOF, including, where applicable:

- greenhouse gas emissions;
- energy consumption;
- water consumption;
- waste and recycling data;
- recycled content;
- material composition; and

- other product-related environmental information.

Suppliers shall ensure that information provided to TCOF is accurate, complete and based on reasonable and documented calculation methods.

6. RESPONSIBLE SUPPLY CHAIN AND PRODUCT COMPLIANCE

6.1 Product and quality requirements

Suppliers shall provide products and services that comply with agreed specifications, contractual requirements and applicable legislation and shall maintain appropriate quality and production controls to ensure consistent compliance.

6.2 Change control

Suppliers shall not change materials, processes, components, production locations or subcontractors used for products supplied to TCOF without prior notification to TCOF and, where required by the applicable specification, contract or agreed change-control process, TCOF approval.

Suppliers shall promptly inform TCOF of any change that may affect product quality, safety, regulatory compliance, agreed specifications or supply continuity.

Any deviation that may affect product quality, safety, regulatory compliance or agreed specifications shall be communicated to TCOF without undue delay.

6.3 Subcontractors and upstream suppliers

Suppliers are responsible for communicating applicable requirements of this Code to relevant subcontractors.

Suppliers shall apply reasonable, risk-based due-diligence measures to material risks within their relevant supply chain, taking into account their size, activities and risk profile.

Where reasonably requested, suppliers shall provide information regarding relevant production locations, subcontractors and sources of materials used for TCOF products.

7. CYBERSECURITY, CONFIDENTIALITY AND BUSINESS INFORMATION

7.1 Cybersecurity

Suppliers shall maintain appropriate technical, organisational and cybersecurity controls to protect TCOF business information, systems and data against unauthorised access, cyber threats, malware, data loss and security breaches.

Where suppliers process, store or access TCOF confidential information, systems or data, they shall maintain controls proportionate to the nature and sensitivity of the information and, where appropriate, aligned with ISO/IEC 27001 or equivalent recognised controls.

Suppliers shall notify TCOF without undue delay of any cybersecurity incident or data breach that may affect TCOF information, systems or business operations and shall cooperate in appropriate investigation and mitigation activities.

7.2 Confidential information and Intellectual Property Rights

Suppliers shall protect confidential and commercially sensitive information received from TCOF.

Such information includes, but is not limited to, prices and commercial conditions, product specifications, designs and technical information, customer information, forecasts, production information, business plans and intellectual property. Supplier shall ensure that all intellectual property rights are respected.

Confidential information shall only be used for legitimate business purposes and shall not be disclosed to third parties without appropriate authorisation, unless disclosure is required by law.

8. COMPLIANCE, REPORTING AND TCOF EXPECTATIONS

8.1 Raising concerns

Suppliers shall promptly inform TCOF of any actual or suspected breach of applicable law, this Code or agreed contractual requirements that could materially affect TCOF, its products or its supply chain.

This includes, for example, suspected bribery or fraud, conflicts of interest, money laundering, serious human-rights violations, forced or child labour, significant environmental or chemical incidents, cybersecurity incidents, or deliberate falsification of information or records.

Concerns may be reported directly to the supplier's regular TCOF contact or to the **Procurement Manager of TenCate Outdoor Fabrics B.V.**

Suppliers are not expected to determine whether a reported matter constitutes a formal violation. Where there is reasonable doubt or concern, the matter should be raised with TCOF.

TCOF will handle reported concerns appropriately and, where reasonably possible and legally permitted, maintain the confidentiality of the information provided.

8.2 No retaliation

Suppliers shall not retaliate against any individual who raises a genuine concern or reports suspected misconduct in good faith.

Suppliers shall provide appropriate and accessible channels, proportionate to their size, activities and risk profile, through which their employees, workers and contractors can raise concerns without fear of retaliation.

Suppliers shall take appropriate action where concerns are raised and shall ensure that individuals who report concerns in good faith are protected from retaliation, discrimination or other adverse treatment as a result of making such a report.

8.3 Supplier assessments and TCOF rights

Subject to applicable contractual arrangements, TCOF reserves the right to verify compliance with this Code and applicable supplier requirements by:

- requesting relevant evidence and supporting documentation;
- conducting or commissioning supplier audits and assessments;

- requesting information concerning supplier operations, production locations, subcontractors and relevant supply-chain activities;
- requiring cooperation in investigations into significant compliance concerns; and
- requesting corrective or improvement plans where deficiencies are identified.

Audits shall be conducted at reasonable times and in a manner proportionate to the nature and risk of the assessment, taking into account applicable confidentiality and legal requirements.

Suppliers shall provide reasonable cooperation and access to relevant information, personnel and documentation, subject to applicable confidentiality and legal requirements.

8.4 Corrective actions

Where non-compliance is identified, TCOF may require the supplier to investigate the issue and implement a Corrective Action / Improvement Plan (CAP).

Where appropriate, the CAP shall identify the non-compliance, root cause, corrective measures, responsible persons, implementation timeline and measures to prevent recurrence.

TCOF may monitor the implementation and effectiveness of corrective actions.

Serious or repeated violations, deliberate misconduct, legal non-compliance or failure to implement agreed corrective actions may result in suspension, reduction or termination of business and, where required, notification to relevant authorities.

9. ACKNOWLEDGEMENT AND ACCEPTANCE

TCOF may require existing suppliers to acknowledge and comply with updated versions of the Code as part of its supplier-management process.

TCOF may request suppliers to formally acknowledge the Code or confirm compliance through a supplier questionnaire, declaration or other appropriate process.

This Code does not replace applicable laws, regulations or contractual agreements. Where there is a conflict, applicable law takes precedence. Contractual requirements remain applicable unless otherwise agreed in writing.

TCOF may periodically review and update this Code to reflect changes in legislation, business requirements or responsible-sourcing standards.

SUPPLIER CONTACT

For questions regarding this Supplier Code of Conduct or to raise a concern, please contact your regular TCOF contact or:

Procurement Department

TenCate Outdoor Fabrics B.V.
P.C. Stamstraat 19
7442 ZA Nijverdal
The Netherlands

www.tencateoutdoorfabrics.com

APPENDIX A – INTERNATIONAL REFERENCE STANDARDS

This appendix provides the reference standards and codes supporting the Supplier Code of Conduct. The appendix is for reference and interpretation purposes and does not limit the broader obligations set out in the Code or applicable laws and contractual requirements.

Standard / framework	Short reference	Formal code / reference	Relevance for Supplier Code
United Nations Guiding Principles on Business and Human Rights	UNGPs	UN Human Rights Council Resolution 17/4, 16 June 2011	Global standard for business and human rights, including human-rights due diligence and access to remedy.
Universal Declaration of Human Rights	UDHR	UN General Assembly Resolution 217 A (III), 10 December 1948	Common human-rights reference standard for dignity, equality and fundamental rights.
OECD Guidelines for Multinational Enterprises on Responsible Business Conduct. OECD, 2023 edition	OECD Guidelines	OECD Guidelines for Multinational Enterprises on Responsible Business Conduct	Government-backed recommendations for responsible business conduct, including supply-chain due diligence.

ILO Fundamental / Core Conventions

The Supplier Code refers to the ILO Fundamental Conventions. Following the 2022 amendment to the ILO Declaration on Fundamental Principles and Rights at Work, the Fundamental Conventions cover five categories: freedom of association and collective bargaining; the elimination of forced labour; the effective abolition of child labour; the elimination of discrimination in employment and occupation; and a safe and healthy working environment.

ILO code	Convention title
C029	Forced Labour Convention, 1930 (No. 29)
C087	Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87)
C098	Right to Organise and Collective Bargaining Convention, 1949 (No. 98)
C100	Equal Remuneration Convention, 1951 (No. 100)
C105	Abolition of Forced Labour Convention, 1957 (No. 105)
C111	Discrimination (Employment and Occupation) Convention, 1958 (No. 111)
C138	Minimum Age Convention, 1973 (No. 138)
C155	Occupational Safety and Health Convention, 1981 (No. 155)
C182	Worst Forms of Child Labour Convention, 1999 (No. 182)
C187	Promotional Framework for Occupational Safety and Health Convention, 2006 (No. 187)