

CCC SUPPLIERS' CODE OF CONDUCT



INTRODUCTION

CCC S.A. is the one of the largest footwear manufacturer and one of the fastest growing shoe company in Europe. The company focuses on providing clients with different wealth of footwear, of own and foreign production, appropriate relationship, quality and price, as well as providing necessary resources, competences and standards. One of the company's priorities is to ensure sustainable development and social responsibility within the company and its supply chain.

This Code of Conduct sets standards for the conduct of CCC suppliers regarding issues related to human rights, labor rights, environmental issues and business integrity principles.

The company cares for cooperation with suppliers who respect human rights and employee rights, provide safe and dignified working conditions, and conduct their activities with respect for the natural environment and the interests of the local community.

This Code was prepared based on international standards and guidelines, defined, among others, by the International Labor Organization. We are convinced that compliance with expected standards of conduct will contribute to business development in a spirit of respect and partnership.

All CCC Suppliers are required to comply with the laws, rules and regulations enforced by the country in which they operate – regardless of the provisions of this Code. In order for the Supplier to cooperate with CCC the Supplier has to comply with the Code in its operations – this rule applies to both the Supplier's employees, as well as its subcontractors or sub-suppliers participating in the execution of orders for CCC.

Our ambition is to make our Code a form of a signpost that defines the way suppliers behave in accordance with the values of the company and our clients.

MAIN TOPICS OF THE CCC SUPPLIERS CODE OF CONDUCT

<ul style="list-style-type: none"> No juvenile employment No forced work No discrimination, molesting and violence 	RESPECT	FAIRNESS	<ul style="list-style-type: none"> Working hours complying with the law Fair salary on time Right to create trade unions and join collective labor agreements Anti corruption and bribery
<ul style="list-style-type: none"> Water and sewage management Pollution management Chemical waste management Environmental Protection Prohibited Substances and Pollutants 	RESPECT FOR NATURAL ENVIRONMENT	SAFETY	<ul style="list-style-type: none"> Safety of employees Health of employees Product Safety



RESPECT

NO JUVENILE EMPLOYMENT

Suppliers are expected not to hire and tolerate child labor. According to International Labor Organization Convention No. 138, the lowest age of the Supplier's employee will not be lower than the age at which the compulsory schooling ceases and in any case not lower than fifteen years.

NO FORCED WORK

Suppliers do not tolerate forced or compulsory labor. Forced or compulsory labor means any work or service required of any person under the threat of any punishment and to which the person has not volunteered.

NO DISCRIMINATION, MOLESTING AND VIOLENCE

Suppliers are pursuing a policy of equal opportunities and treatment in the field of employment and occupation, in order to eliminate any discrimination in this regard. Discrimination means any distinction, exclusion or privilege based on race, color, gender, religion, political opinion, national or social origin that results in nullification or an impairment of equal opportunities or treatment in the field of employment or occupation. Suppliers do not tolerate harassment, including sexual harassment and threats, physical and psychological violence, punishments and persecution of employees.

FAIRNESS

WORKING HOURS COMPLYING WITH THE LAW

Suppliers' employees are not required to work more than 48 hours a week. Work in overtime is a matter determined voluntarily between the employee and the Supplier. Suppliers comply with the provisions on the conditions and limits of overtime, respect the right to sick leave, holidays, including maternity leave, and the rights of pregnant women.

FAIR SALARY ON TIME

Suppliers recognize that every employee, regardless of gender, has the right to remuneration that allows for the basic needs of the employee and his/her family. Suppliers pay their hourly wages for an amount not less than the minimum wage in a given country. Disciplinary deductions from salary are unacceptable.

RIGHT TO CREATE TRADE UNIONS AND JOIN COLLECTIVE LABOR AGREEMENTS

Suppliers' employees have the right to associate according to their will, create trade union organizations and collective bargaining. Employees must not be intimidated, discriminated against, harassed due to union activities.

CORRUPTION AND BRIBERY

The company expects high ethical standards in business from its suppliers. Suppliers are obliged to comply with the law on the prohibition of corruption and bribery. Suppliers do not offer, do not pay, do not accept bribes.

RESPECT FOR NATURAL ENVIRONMENT

WATER AND SEWAGE MANAGEMENT

Suppliers minimize water consumption in the production process and effectively manage water resources. Because sewage resulting from tanning leather contains substances such as chromium (III) sulphate, sulfuric acid etc. suppliers ensure proper wastewater treatment before they are discharged.

POLLUTION MANAGEMENT

Suppliers manage emissions to the atmosphere (aerosols, volatile organic compounds, etc.). They take care of the protection of employees, their families and local communities against the negative impact of the abovementioned emissions.

CHEMICAL WASTE MANAGEMENT

Suppliers use chemical substances effectively and in accordance with the law. Identify and manage the risks associated with the use of hazardous chemicals, taking into account the health of employees, users of footwear, local communities and the impact on the environment. They use, store and utilize chemical substances in an appropriate way.

ENVIRONMENTAL PROTECTION

The supplier undertakes to adhere to the applicable environmental laws, to use resources sparingly and to make continuous improvements in respect of environmental protection.

PROHIBITED SUBSTANCES AND POLLUTANTS

In general, harmful substances from consumer goods, such as footwear, might transfer to the user's body through his or her skin where they can trigger an undesirable reaction. That is why numerous substances have been banned in Europe or given a limit restricting their concentration in a product.

The business partner guarantees that none of the goods supplied contain any prohibited substances and pollutants or, in the case of statutory provisions, do not exceed the limiting values.

All goods that you supply, including packaging and, if applicable, booklets and/or other parts, must adhere to all Polish and European laws, regulations, directives and guidelines that are in effect at the time of the delivery.

- The supplier undertakes to have all materials which are used tested by an accredited testing laboratory.
- The supplier undertakes to have all pollutant tests performed in accordance with the separate enclosure.
- The supplier must test every model per color of goods. Only accredited testing laboratories guarantee that the tests will be carried out in accordance with international standards. Below we list out the names of the accredited laboratories which can be used to perform the tests of CCC order goods:

- A. TUV
- B. SGS
- C. INTERTEK
- D. HANSECONTROL
- E. BUREAU VERITAS

The examples of addresses of accredited laboratories - **APPENDIX 2**



All information about the type of test we will provide on order. The test requirements are different depending on where the product is going to be distributed **APPENDIX 3:**

- A. CCC orders

- A. HR Group

- B. Wholesale orders

For HR GROUP orders CCC will require a positive / PASS test results ONLY of the SGS laboratory – **APPENDIX 4**

The test results have to be made automatically accessible to CCC. Only footwear with the test result „PASS” may be shipped. CCC will not pick up any batch without the „PASS” test received before date of shipment. The test is carried out at the supplier’s cost.

UNRESTRICTED LIABILITY FOR DAMAGES

The supplier assumes unrestricted liability for damages with regard to any claims which are asserted on account of a product defect, violated copyrights and exceeded limiting values.

In the event of claims for damages, the supplier assumes full subsequent liability. This also applies to all costs, claims and indemnification including incurred or claimed prosecution costs, legal charges and litigation expenses which are asserted as a result of or in connection with the use of goods supplied.

The supplier assumes the cost of quality tests where no certificates are provided together with the goods supplied.

CCC is no obliged to clarify the purported infringement of any rights before the courts.

SAFETY

SAFETY OF EMPLOYEES

Suppliers care for safe and hygienic working conditions, providing adequate lighting, heating and ventilation. Suppliers prevent accidents and damage to health resulting from work performed, related to work or occurring in the work process (including through the appropriate use and storage of chemical substances, ensuring safety in relation to machinery and tools and electrical installations, as well as fire safety etc.). Suppliers regularly train employees in the area of occupational health and safety and provide appropriate protective clothing.

HEALTH OF EMPLOYEES

Suppliers monitor the impact of working conditions on employees, identify occupational disease risks (resulting from exposure to physical, chemical, biological, mechanical factors, etc.), undertake remedial actions aimed at protecting the health of employees.

PRODUCT SAFETY

The supplier assures the fact that he only supplies products for which the obligations under the product-safety law of UE directives (Directive 2001/95/EC) have fully been met.



IMPLEMENTATION

IMPLEMENTATION OF THE CODE

If the Supplier is selected, the Code will be an integral part of the agreement between CCC and the Supplier. Signing the contract is tantamount to the Supplier's commitment to implement the subject of the contract in accordance with the provisions of the Code. Detailed provisions regarding the requirements and rules of cooperation with Suppliers are each time specified in the provisions of the concluded contract.

CCC will require from its Suppliers:

- implementation of the standards contained in the Code in their own business and in the activities of their sub-suppliers,
- identification and management of risk in matters covered by the Code,
- continuous improvement and implementation of possible corrective actions,
- prompt reports to CCC on events that violate the Code.

CCC reserves the right to assess the abidance of the Code by Suppliers and to check compliance of the implementation of the contract with the requirements of the contract.

CCC employees can audit Suppliers. CCC may use third parties to conduct an audit. In the event of a breach of the Code's rules, CCC expects the Supplier to plan and implement corrective actions. In justified cases, CCC reserves the right to suspend the Supplier's operation until the incompatibility is removed. CCC reserves the right to terminate the contract on terms and in the manner specified in the concluded contract, if the Supplier considers that compliance with the provisions of the Code is impossible.

Suppliers are required to fully implement the Code and publish it in their facilities in the local language.

CCC is open to questions from Suppliers regarding the way the Code is understood and implemented.

Any violations of the Code of Conduct should be reported to: marzena.domek@ccc.eu

We will take all notifications seriously and with full discretion.

APPENDIX 1

CCC Suppliers' Code of Conduct

Compliance declaration

We hereby confirm that we have received, read and understood the content of CCC Suppliers' Code of Conduct. We commit our company to fully comply with its provisions.

Place, date

Signature

This document must be signed by an authorized representative of the company and returned to the CCC company within one week of receipt.



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APPENDIX 3

Restricted Substance	Method	Material													CCC ORDERS		HR GROUP ORDERS	WHOLESALE ORDERS			
		Coating (Varnish, polymer)	Printing	Natural fiber	Synthetic fiber	Functional Finishes / Impregnation	Fluoropolymer elastomers	Wood	Plastics	Leather	Metal	Foams	Packaging	Children	Adults						
Alkylphenol (AP) and Alkylphenol Ethoxylates (APEO)	Textile: DIN EN ISO 18254-1 Leather: DIN EN ISO 18218-1 Polymer: In house method with reference to CAD5 method	•	•	•	•												Nonylphenol & Nonylphenolethoxylate: 1000 mg/Kg	Nonylphenol & Nonylphenolethoxylate: 1000 mg/Kg	AP: 30 mg/kg (Each) APEO: 100 mg/kg (Each)		
Azo Dyes	Textile: ISO 14362-1:2017 Leather: ISO 17234-1:2015 4-aminoazobenzene confirmation: Textile: ISO 14362-3:2017 Leather: ISO 17234-2:2011		•	•	•												30 mg/kg (Each)	30 mg/kg (Each)	20 mg/kg (Each)		
Short Chain Chloroparaffins (SCCP) (C10 - C13)	DIN EN ISO 18219	•	•			•	•		•	•							1500 mg/kg	1500 mg/kg	1000 mg/kg	500 mg/Kg	
Medium Chain Chloroparaffins (MCCP) (C14 - C17)	DIN EN ISO 18219	•	•			•	•		•	•							/	/	1000 mg/kg		
Chlorinated phenols (PCP / TeCP / TriCP / DCP / MCP)	Textile: Modified § 64 LFGB BVL 882.02.8 with alkaline digestion Leather: ISO 17070	•	•	•	•	•											PCP 5 mg/kg	PCP: 5 mg/kg	MCP / DCP / TriCP / TeCP: 2 mg/kg (Each) PCP: 1 mg/kg		
Chromium (VI)	ISO 17075-1 (without ageing) ISO 17075-1 (After ageing)																without ageing: 3 mg/kg	without ageing: 3 mg/kg	After ageing: 3 mg/kg		
Dimethyl Fumarate	CEN ISO/TS 16186	•	•	•	•	•	•	•	•	•							0.1 mg/kg	0.1 mg/kg	0.1 mg/kg		
Allergenic Disperse Dyes	DIN 54231		•			•											5 mg/L	5 mg/L	3.3 mg/L 50 mg/kg (each)		
Carcinogenic Dyes	DIN 54231		•			•											/	/	3.3 mg/L 50 mg/kg (each)		
Formaldehyde	Textiles: DIN EN ISO 14184-1 Leather: DIN EN ISO 17226-2 Wood: EN 717-3		•	•															Children: 20 mg/kg Adults: 75 mg/kg	Age < 36 months: 16 mg/kg Age > 36 months: 75 mg/kg (direct skin contact); 150 mg/kg (without direct skin contact)	
Mercaptobenzothiazole	In house method with reference to CAD5 method																/	/	100 mg/kg		
Extractable Heavy Metal Content																					
Antimony (Sb)	Textile: DIN EN 16711-2 Leather: DIN EN ISO 17072-1 Cr (VI) for leather material: ISO 17075-1																			30 mg/kg	
Arsenic (As)																				0.2 mg/kg	
Barium (Ba)																				1000 mg/kg	
Lead (Pb)																				1 mg/kg	
Cadmium (Cd)																				0.1 mg/kg	
Chromium (Cr)			•	•	•	•													2 mg/kg		
Chromium VI (Cr VI)																			3 mg/kg		
Cobalt (Co)																			4 mg/kg		
Copper (Cu)																			50 mg/kg	25 mg/Kg	
Nickel (Ni)																			4 mg/kg		
Selenium (Se)																			500 mg/kg		
Mercury (Hg)																			0.02 mg/kg		
Total Lead	DIN EN 16711-1	•	•													/	90 mg/kg	90 / 100 mg/kg			
Total Cadmium	Plastic, coating: EN 1122; Metal: Total digestion method	•	•													100 mg/kg	100 mg/kg	100 mg/kg			
Nickel Release (direct and prolonged skin contact)	PD CR 12471, 2002 / DIN 13099:2017-09 / DIN EN 1811:2015-10															Direct and prolonged contact with skin: 0.5 µg/cm ² / week	Direct and prolonged contact with skin: 0.5 µg/cm ² / week	Direct and prolonged contact with skin: 0.5 µg/cm ² / week	0.28 µg/cm ² /week		
Nitrosamines	EN 71-12															/	/	0.5 mg/kg (Each)			
Organotin Compounds	CEN ISO/TS 16179	•	•												DBT / DOT / TBT / TPhT: 1000 mg/kg (each)	DBT / DOT / TBT / TPhT: 1000 mg/kg (each)	TBTO / TBT / TPhT: 1 mg/kg (each) Others: 5 mg/kg (each)				
Perfluorooctane sulfonates (PFOS) (required if sample declared with stain and water repellent finishing)	DIN CEN/TS 15968			•	•	•									1 µg/m ²	1 µg/m ²	1 µg/m ²				
Perfluorooctanoic acid (PFOA) (required if sample declared with stain and water repellent finishing)	DIN CEN/TS 15968			•	•	•											0.025mg/Kg				
Phenylmercury	DIN EN 16711-1	•	•												100 mg/kg	100 mg/kg	/				
Phthalates (16 substansces)	DIN EN ISO 14389	•	•												BBP DBP DEHP DIBP: 0.1 % for each and sum	BBP DBP DEHP DIBP: 0.1 % for each and sum	0.1% each	0.05%			
pH value	Textile: DIN EN ISO 3071 Leather: DIN EN ISO 4045			•	•											/	Textile: 4.0-7.5 Leather: 3.5-7.0				
Polycyclic aromatic hydrocarbons (PAHs)		•	•	•	•	•	•	•	•	•	•	•	•	•	8 PAH: 0.5 mg/kg (each)	8 PAH: 1 mg/kg (each)	8 PAH: Children: 0.5 mg/kg; Adults: 1 mg/kg	8 PAK: 0.5 mg/Kg (each)			
Naphthalene (NAP)	APIS GS 2014:01 PAK			•	•	•	•	•	•	•	•	•	•	•			10 mg/kg				
Sum 17 PAH		•	•	•	•	•	•	•	•	•	•	•	•	•			10 mg/kg				
Odour	SNV 195 651	•	•	•	•	•	•	•	•	•	•	•	•	•	/	/	Grade 3				
Packaging - Cobalt dichloride in desiccation bags	In house method														Prohibited	Prohibited	Prohibited				
Packaging - Dimethylfumarate in desiccation bags	CEN ISO/TS 16186														•	0.1 mg/kg	0.1 mg/kg	0.1 mg/kg			
Packaging - Sum of Lead, Cadmium, Chromium VI and Mercury	Total digestion														•	100 mg/kg	100 mg/kg	100 mg/kg			

Restricted Substance	Method	Material													CCC ORDERS		HR GROUP PORDERS	WHOLESALE ORDERS	
		Coating (Varnish, polymer)	Printing	Natural fiber	Synthetic fiber	Functional finishes / Impregnation	Rubber and elastomers	Wood	Plastics	Leather	Metal	Foams	Packaging	Children	Adults				
Volatile Organic Compounds (VOC)																			
Dimethyl Formamide (DMFa)	DMFa: DIN CEN ISO/TS 16189	•																500 mg/kg	Age < 36 months: 100 mg/kg
2-phenyl-2-propanol	Headspace GC-MS	•	•	•	•		•	•	•	•		•		/	/		10 mg/kg		
Acetophenone		•	•	•	•		•	•	•	•		•		/	/		10 mg/kg		
Benzene		•	•	•	•		•	•	•	•		•		/	/		1 mg/kg		
Bis (2-methoxyethyl) ether		•	•	•	•		•	•	•	•		•		/	/		1000 mg/kg		
Cyclohexanone		•	•	•	•		•	•	•	•		•		/	/		50 mg/kg		
Ethylbenzene		•	•	•	•		•	•	•	•		•		/	/		50 mg/kg		
Formamide		•	•	•	•		•	•	•	•		•		/	/		100 mg/kg		
Methyl ethyl ketone (MEK)		•	•	•	•		•	•	•	•		•		/	/		100 mg/kg		
Dimethyl Formamide (DMFa)		•	•	•	•		•	•	•	•		•		/	/		t. b. a.		
N-Methyl-2-pyrrolidone (NMP)		•	•	•	•		•	•	•	•		•		/	/		500 mg/kg		
Styrene		•	•	•	•		•	•	•	•		•		/	/		10 mg/kg		
Tetrachloroethylene		•	•	•	•		•	•	•	•		•		/	/		20 mg/kg		
Toluene		•	•	•	•		•	•	•	•		•		/	/		50 mg/kg		
Trichlorethylene		•	•	•	•		•	•	•	•		•		/	/		50 mg/kg		
Xylenes		•	•	•	•		•	•	•	•		•		/	/		50 mg/kg		
PVC	Belstein / FT-IR	•					•		•									not detected	

APPENDIX 4

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