



*Supplier Code
of Conduct*

PRIMARK®



Supplier Code of Conduct

Introduction

Primark, as a leading and expanding international clothing retailer, is committed to sourcing the highest quality products from many countries with diverse cultures and economies.

Primark is committed to the procurement of these products being carried out in strict accordance with the Primark Code of Conduct which incorporates the United Nations Charter, Chapter IX, article 55.

All suppliers of products to Primark will do so in accordance with this Code of Conduct. For these purposes "Suppliers" include our contractors and suppliers of goods and services.

Where suppliers breach this Code of Conduct we will try to work with them to improve business standards and employee welfare. However, we reserve the right to terminate our arrangement with that Supplier immediately for appropriate transgressions or where there is no willingness to make the necessary changes.

The Code is a mandatory requirement and will be subject to Audit. In order to achieve this Primark expects its Suppliers to adopt an open attitude to the monitoring activities that will be implemented and to give all cooperation to its own and any third party auditors employed.





Supplier Code of Conduct

1. EMPLOYMENT IS FREELY CHOSEN

- 1.1 There is no forced or compulsory labour in any form, including bonded, trafficked, or prison labour.
- 1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

2. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED

- 2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

3. WORKING CONDITIONS ARE SAFE AND HYGIENIC

- 3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- 3.3 Access to clean toilet facilities and to potable water, and if appropriate, sanitary facilities for food storage shall be provided.
- 3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.





4. ENVIRONMENTAL REQUIREMENTS

4.1 Primark wishes to share its commitment to the environment with suppliers whose practices conform to applicable environmental standards.

5. CHILD LABOUR SHALL NOT BE USED

- 5.1 There shall be no recruitment of child labour.
- 5.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; "child" and "child labour" being defined in the appendices.
- 5.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 5.4 These policies and procedures shall conform to the provisions of the relevant ILO standards.

6. LIVING WAGES ARE PAID

- 6.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 6.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 6.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express permission of the worker concerned. All disciplinary measures should be recorded.





7. WORKING HOURS ARE NOT EXCESSIVE

- 7.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 7.2 Standard working hours, excluding overtime, shall be defined by contract and shall not exceed 48 hours per week.*
- 7.3 All overtime hours shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime hours shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.
- 7.4 The total hours worked, including overtime, in any 7 day period shall not exceed 60 hours, except where covered by clause 7.5 below.
- 7.5 The Total working hours may, including overtime, exceed 60 hours in any 7 day period only in exceptional circumstances where ALL of the following are met:
 - This is allowed by national law;
 - This is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - Appropriate safeguards are taken to protect the workers' health and safety;and
 - The employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 7.6 Workers shall be provided with at least 1 day off in every 7 day period or, where allowed by national law, 2 days off in every 14 day period.

*International standards recommend that progressive reduction of standard hours of work (excluding overtime), when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced.





8. NO DISCRIMINATION IS PRACTISED

8.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

9. REGULAR EMPLOYMENT IS PROVIDED

9.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice

9.2 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, sub- contracting, 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.

10. NO HARSH OR INHUMANE TREATMENT IS ALLOWED

10.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

11. LEGAL REQUIREMENTS

11.1 Primark is committed to full compliance with the laws and regulations in each procurement location where Primark conducts business, and will not knowingly operate in violation of any such law or regulation.

11.2 Primark will not knowingly use suppliers who violate applicable laws and regulations

12. NO BRIBERY OR CORRUPTION WILL BE TOLERATED

12.1 The offering, paying, soliciting or accepting of bribes or kick-backs, including facilitation payments, is strictly prohibited. A bribe may involve giving or offering ANY form of gift, consideration, reward or advantage to someone in business or government in order to obtain or retain a commercial advantage or to induce or reward the recipient for acting improperly or where it would be improper for the recipient to accept the benefit. Bribery can also take place where the offer or giving of a bribe is made by or through a third party, e.g. an agent, representative or intermediary.





Some examples of bribes are as follows. This is not an exhaustive list:

- gifts, or travel expenses
- the uncompensated use of company services, facilities or property;
- cash payments;
- loans, loan guarantees or other credit;
- the provision of a benefit, such as an educational scholarship or healthcare, to a member of the family of a potential customer/public or government official;
- providing a sub-contract to a person connected to someone involved in awarding the main contract; and
- engaging a local company owned by a member of the family of a potential customer/public or government official.

12.2 Facilitation payments are small payments or fees requested by government officials to speed up or facilitate the performance of routine government action (such as the provision of a visa or customs clearance). Such payments are strictly prohibited.

12.3 Suppliers, representatives and their employees must comply with all applicable anti-bribery and corruption laws. If no such anti-bribery or corruption laws apply, or are of a lesser standard to that prescribed in the UK Bribery Act 2010, suppliers, representatives and their employees must adhere to the UK Bribery Act 2010.

12.4 Suppliers and representatives must have in place anti-corruption and bribery procedures to prevent employees or persons associated with its business from committing offences of bribery or corruption. Suppliers and representatives will properly implement these procedures into their business and review them regularly to ensure that they are operating effectively.





13. APPENDIX A Definitions

Child

Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

Young Person

Any worker over the age of a child as defined above and under the age of 18

Child Labour

Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

