



Rovó GmbH, Hornstraße 16, 10963 Berlin

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Code of Conduct in 2018

As a production and sourcing agency, we offer supply chain solutions to our clients and nominate suitable factories and suppliers in Portugal.

We carry out all aspects of our work with our customers' satisfaction in mind. Our aim is to re-define sourcing and every day we strive to push boundaries. We take responsibility for all employees that work for us, we believe in fair competition and ensure that high environmental standards are met from the initial phases of the production process in Portugal all the way through to the transportation of goods to our customers' warehouses.

In order to achieve our aim and promote our values, we expect all of our business partners to act accordingly by supporting our aims and acknowledging our values throughout the whole supply chain.

This Code of Conduct applies to all of our business partners, including but not limited to suppliers, trading companies, service providers, their subcontractors and sub-subcontractors and every other member of the supply chain (hereinafter "Business Partners"). Business Partners accept the provisions set forth in this Code of Conduct and shall accept and adhere to all of its principles at all times.

The following principles are consistent with the Universal Declaration of Human Rights (UDHR)¹, the Conventions of the International Labour Organization (ILO)² and the principles of the United Nations Global Compact.

Laszlo Ronzino
(Managing Director)

Company info:

Rovó Lda
Rua de Santa Catarina 1381
PT - 4000-099 Porto
+351 917 806 606
info@rovo-agency.de

Company info:

Rovó GmbH
Hornstraße 16
D - 10963 Berlin
+49 (30) 886 779 15
info@rovo-agency.de

General info:

Amtsgericht Charlottenburg
Sitz Berlin, HRB 129733 B
VAT. n°.: DE275224762
St.- Nr: 29 / 464 / 00136
Man. Direc: L. Müller-Judex

Bank details:

Deutsche Bank AG
IBAN: DE86100701240093559300
BIC: DEUTDEDB101
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I. **Legal compliance**

Compliance with all applicable laws and regulations, relevant industry minimum standards, ILO and UN Conventions, and any other relevant statutory requirements in each jurisdiction in which we do business is the basis for our lasting success, and thus every Business Partner has to observe these and shall regard them as minimum requirements.

II. **Social responsibility for employees**

1 → **Forced Labour**

Rovó does not tolerate any form of forced labour. According to this principle our Business Partners must not use forced labour whether in the form of prison labour, indentured labour, bonded labour, or in general labour that violates basic human rights. No employee may be compelled to work through force or intimidation of any form, or as a means of political coercion or as punishment for holding or expressing political views. Rovó expects their Business Partners to include these rules as part of their own corporate governance model applicable to their subcontractors.

2 → **Child Labour**

Business Partners must not employ children who are younger than 15 years old. If a higher minimum employment age is valid in the country in which a Business Partner maintains its business premises, then the Business Partner must adhere to it. The rights of young workers must be protected, meaning that any forms of exploitation of children are forbidden. Business Partners must make sure that there are no working conditions that are hazardous, dangerous or in any other way unsafe for children. Business Partners may only employ young workers if the working conditions do not interfere with compulsory education laws. Business Partners must ensure that their subcontractors do not violate these standards by implementing written rules and establishing and documenting appropriate control mechanisms.

3 → **Discrimination and Disciplinary Practices**

Rovó expects its Business Partners to not tolerate any discrimination in hiring, remuneration, training, promotion, termination, retirement and/or any other employment practices. Decisions about hiring, remuneration, benefits, work assignments, discipline and termination must be based on ability to perform the job rather than on the basis of personal characteristics or beliefs. Areas such as race, colour, national origin, gender, religion, age, health condition, sexual orientation, political opinion, or marital status must not affect these decisions. Business Partners must additionally implement effective measures to protect migrant employees against any form of discrimination and provide appropriate support services.

All employees have to be treated with respect and dignity. No employee must be exposed to physical, sexual, psychological or verbal harassment or abuse, to fines or penalties as a disciplinary measure. Employees should be able to express their concerns about workplace conditions to their superiors or to the factory management without fear of retribution or losing their jobs.

4 → **Compensation**

Remuneration paid for regular working hours must at least be equal or exceed the minimum wage required by applicable law or the prevailing industry. In addition to compensation for regular working hours, employees shall be



compensated for overtime hours at the rate legally required in the country of manufacture. In those countries where such laws do not exist employees must get a compensation which covers the basic needs of employees (and their families) along with reasonable savings and expenditure. Rovó seeks Business Partners who progressively raise employee living standards through improved wage systems, benefits, welfare programs and other services, which enhance quality of life.

5 → Working Hours

Business Partners must comply with applicable legal requirements or industry standards on working hours and public holidays. Employees must not be required, except in extraordinary circumstances, to work more than 48 hours per week and the maximum number of extraordinary overtime hours shall not exceed additional 12 hours per week. Employees are entitled to at least one day rest following six consecutive days of work, and must receive paid annual leave.

6 → Freedom of Association & Right to Collective Bargaining

Business Partners must respect the right of employees to join and be active in employees' associations or any other organizations protecting employees' interests. Employees shall have the right to bargain collectively on their behalf with their employer. Business Partners shall implement mechanisms for resolving industrial disputes and must ensure communication with employees and their representatives. No retaliation shall arise from such an exercise; communication and engagement between workers and management regarding working conditions shall be permitted without fear of harassment, intimidation, penalty, interference, reprisal or other disciplinary or discriminatory actions.

7 → Health & Safety

Business Partners shall provide a safe and hygienic working environment. Regulations and procedures must be established and clearly communicated to employees in order to prevent accidents and injury. This includes access to drinking water clean sanitary facilities as well as protection from fire (emergency exits, first aid equipment), accidents and toxic substances. These standards shall also apply for residential facilities for employees.

Business Partners have to ensure to follow all relevant legislation, regulations and directives in the country/countries in which they operate to ensure a safe and healthy workplace. Information must be available in the primary language of the employees.



§ 15 → **Contract Duration / Termination**

For the duration of a launched and ongoing development or production cycle, neither party shall have the right to terminate the contract. The aforementioned does not affect the parties' rights regarding termination for cause.

A contract between Rovó GmbH and the customer may be terminated at the end of a production cycle with a six month notice to the month's end. After notice of termination no further development cycle shall be commenced.

In the event of a discontinuation of the contract after product development, that is caused by neither party, the customer shall bear all expenses that have been incurred until that point in time.

Any fee that has been agreed upon in the contract that is due for payment before the aforementioned point in time shall remain valid and shall be paid in full. Any due payment that has already been effected will not be reimbursed by Rovó GmbH.

§ 16 → **Non-Solicitation / Penalties**

The customer shall neither directly or indirectly, by means of affiliated companies or third parties, solicit, attempt to solicit or engage in any business activity with suppliers brokered by Rovó GmbH, without prior written consent of the latter.

For every culpable breach of this duty, excluding any objection regarding the continuation of the offence, the customer shall pay a penalty of EUR 10.000,- per production site, in addition to twice the amount of the last invoiced yearly commission. Should the last invoiced commission be calculated for a period of time that is less than one year, this shall be the basis to calculate the applicable yearly commission for the purpose of the contract penalty. The aforementioned does not affect the right to claim further damages, although contract penalties will be taken into account against such claims.

The aforementioned clauses shall remain in force for a period of two years after any termination of the contract between Rovó GmbH and the customer.

Furthermore, the customer is obligated to strict confidentiality regarding all information pertaining to suppliers brokered by Rovó GmbH and contracts concluded with such suppliers. This especially applies to all information that is evidently sensitive and whose disclosure might result in damages for Rovó GmbH.

§ 17 → **Applicable Law / Place of Jurisdiction / Written Form**

All contracts concluded with Rovó GmbH shall be exclusively governed by the laws of the Federal Republic of Germany without the Convention on the International Sale of Goods (CISG).

Exclusive place of jurisdiction shall be the competent court at the registered office of Rovó GmbH. Moreover, Rovó GmbH is entitled to take action in front of the court located at the customers registered office, or at any other court competent pursuant to national or international statutory law.

In order to be effective, amendments or modifications to this contract must be made in writing and must be signed by both parties. This clause may only be waived by written agreement between the parties.



§ 18 → **Severability Clause**

In the event that a clause or a part thereof of these General Terms of Use shall be entirely or partially ineffective or void, this shall not affect the remaining clauses or the Terms of Use as a whole. The ineffective clause shall be replaced with an effective one, which most closely reflects factual, legal and economic interests of the parties. The same applies for these General Terms and conditions as a whole.