



# Responsible Sourcing: Code of Conduct for Tarkett Suppliers

Version 1.0

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# Responsible Sourcing - Code of Conduct for Tarkett Suppliers

*“At Tarkett, we’re bringing our best thinking and efforts together to make a positive impact on people and the planet by implementing our “Doing Good. Together.” approach. Since we believe in the power of collaboration and dialogue, we are working closely with our employees, customers and suppliers, with thought leaders and the entire industry to build a circular economy with good quality materials, creating healthier, happier and beautiful spaces. We believe in a future for all, where people and planet prosper in balance. Through our commitment to sustainable development and its governance principles, Tarkett abides by the ten principles of the United Nations Global Compact and intends to contribute to the United Nations’ 17 Sustainable Development Goals.”*

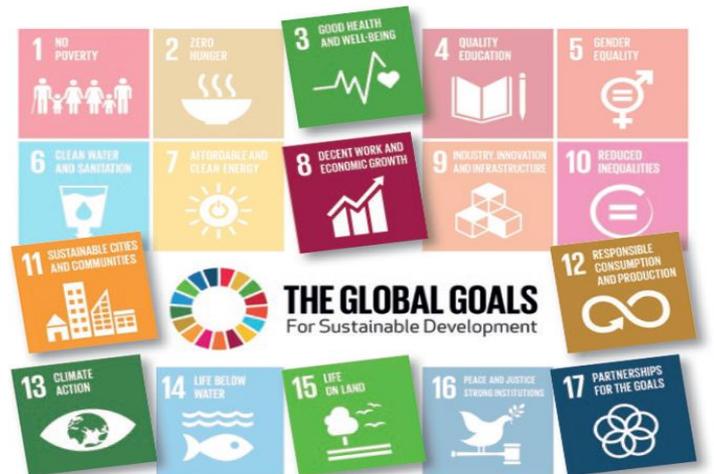
## Tarkett’s Executive Management Committee

### Introduction

At Tarkett, collaboration is part of our commitment to Corporate Social Responsibility (CSR); it’s a core element in our relationship with our Suppliers. We believe that we must actively work together to meet the world’s challenges, such as resource scarcity, climate change, urban quality of life and diversity. We take a very collaborative approach with all our stakeholders, including our Suppliers, which simultaneously allows us to nurture our ambition and progress.

While addressing global challenges and developing sustainable solutions, we also contribute to the UN Sustainable Development Goals, in particular:

- 3 – Good health & wellbeing
- 8 – Decent work and economic growth
- 11 – Sustainable cities and communities
- 12 – Responsible consumption & production
- 13 – Climate action
- 15 – Life on land
- 17 – Partnerships for the goals



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### Responsible Sourcing Program at Tarkett

The Responsible Sourcing Program at Tarkett was developed in order to ensure and promote good and positive practices along the supply chain and focuses on three main pillars:

- Sourcing healthy and sustainable materials;
- Ensuring Suppliers conduct their business ethically, with respect for human rights and fair treatment of a safe and healthy workforce;
- Ensuring Suppliers manage their operations with environmental responsibility.

This Code of Conduct provides a clear and common set of requirements relating to the three pillars of the Tarkett Responsible Sourcing Program and aims to promote continuous improvement for Suppliers.

## Scope

The term “Suppliers” in this Code of Conduct refers to any company, corporation or individual supplying a product, raw material or service to Tarkett. All requirements for this Code of Conduct apply to permanent, temporary, agency workers as well as Suppliers’ piece-rate, hourly-paid, young workers, part-time workers, night workers, migrant workers and homeworkers.

Suppliers agree to sign this Code of Conduct and thus, to comply with its requirements (or engage with Tarkett continuous improvement process) as well as with the principles which underpin them:

- Fundamental international labor standards as defined by the ILO Declaration of Fundamental Principles and Rights at Work and its Follow-Up;
- 10 principles of the United Nations Global Compact;
- Applicable national and/or local laws.

In this context, Tarkett might perform on-site visits of Suppliers by Tarkett’s or third party auditors, subject to a notice period of fifteen (15) days. Such visits shall be limited to Tier 1 Suppliers and to the information necessary for Tarkett. They shall be protected by a confidentiality obligation between Tarkett (or the third party mandated by Tarkett) and the Supplier.

Tarkett recognizes that compliance with any standard referred to in this Code of Conduct may require a process of gap analysis, corrective action planning, training for management and workers, capacity building and other measures. However, a lack of engagement from Suppliers in complying with this Code of Conduct with a proper corrective action plan give reason to terminate a Supplier’s business relationship with Tarkett.

Tarkett also strongly encourages the Suppliers to involve their own suppliers and partners in respecting the principles defined in this Code of Conduct, so that all together we ensure a continuous responsible value chain.

## Reporting breaches

We strongly encourage people to report any breach of this Code of Conduct to Tarkett, according to local and international labor and environmental standards or legislation, and more generally to business ethics regulations.

Tarkett implements whistleblowing platforms<sup>1</sup> to enable reporting of violations in total confidentiality and with a protection of whistleblowers. Violations can be reported through one of these channels:

- **You are based in the USA or in Canada or the violation you intend to report to Tarkett refers to an entity or activities of Tarkett in North America<sup>2</sup> or of Tarkett Sports in North America<sup>3</sup>** : you can use the « Ethics Hotline », accessible in English, French and Spanish, directly on the Tarkett’s public website [www.tarkett.com](http://www.tarkett.com), section “Contact Us – Ethics Hotline”.
- **You are based in any other country or the violation you intend to report to Tarkett refers to an entity or activities of Tarkett or Tarkett Sports in countries other than the USA or Canada**: you can use the “Compliance Hotline”, accessible from 103 countries in 52 languages, directly on the Tarkett’s public website [www.tarkett.com](http://www.tarkett.com), section “Contact Us – Compliance Hotline”.

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<sup>1</sup> Web based and phone intake systems.

<sup>2</sup> USA or Canada.

<sup>3</sup> USA or Canada.

## 1. Modern slavery: forced, bonded, indentured, prison labor and human trafficking

- 1.1 All work or service must be conducted on a voluntary basis, and not under threat of any penalty or sanctions.
- 1.2 The use of forced or compulsory labor in all its forms, (including prison labor, coercion or either direct threats of violence or subtle forms of compulsion) is prohibited.
- 1.3 Suppliers shall not require workers to make deposits/financial guarantees and shall not retain identity documents (such as passports, identity cards, etc.) nor withhold wages outside a valid contractual agreement.
- 1.4 Bonded labor is prohibited. Suppliers shall not use any form of bonded labor nor permit or encourage workers to incur debt through recruitment fees, fines, or other means.
- 1.5 Indentured labor is prohibited. Suppliers shall respect the right of workers to terminate their employment after reasonable notice. Suppliers shall respect the right of workers to leave the workplace after their shift.
- 1.6 Suppliers can neither arrange nor facilitate the travel of another person related to forced, bonded, indentured or prison labor. The offence can be committed even where the victim's consent to travel is based on the promise of a better job or life, this is considered human trafficking.

## 2. Child labor

- 2.1 Suppliers shall comply with (i) the national minimum age for employment or (ii) age of completion for compulsory education or (iii) any otherwise specified exceptions, and Suppliers shall not employ any person under the age of 15 years, whichever of these is the higher. If however local law sets the minimum age at 14 years in accordance with developing country exceptions under ILO Convention 138, this lower age may apply.
- 2.2 Suppliers shall not recruit child labor nor exploit children in any way. If children are found to be working directly or indirectly for the Suppliers, the latter shall seek a sensitive and satisfactory solution that puts the best interests of the child first.
- 2.3 Suppliers shall not employ young workers under 18 years of age at night, or in conditions which compromise their health, safety or moral integrity, and/or which harm their physical, mental, spiritual, moral or social development.

## 3. Freedom of association and effective recognition of the right to collective bargaining

- 3.1 Workers have the right to join or form trade unions of their own choosing and to bargain collectively, without prior authorization from the Suppliers' management. Suppliers shall neither interfere with, obstruct or prevent such legitimate activities, nor discriminate or penalize.
- 3.2 Where the right to freedom of association and collective bargaining is restricted or prohibited under law, Suppliers shall not hinder alternative forms of independent and free workers representation and negotiation, in accordance with international labor standards.

## 4. Discrimination, harassment and abuse

- 4.1 Suppliers shall respect all workers and offer them equal opportunities in terms of recruitment, compensation, access to training, promotion, termination or retirement.
- 4.2 Suppliers shall not engage in or tolerate bullying, harassment or abuse of any kind. They shall not engage in, support or tolerate discrimination in employment including recruitment, hiring, training, working conditions, job assignments, pay, benefits, promotions, discipline, termination or retirement on the basis of gender, age, religion, marital status, race, caste, social background, diseases, disability, pregnancy, ethnic and national origin, nationality, membership of worker organizations including unions, political affiliation, sexual orientation, or any other personal characteristics.

## 5. Health and safety

- 5.1 Suppliers shall provide safe and clean conditions in all work and residential facilities and shall follow a clear set of procedures regulating occupational health and safety.
- 5.2 Suppliers must take adequate steps to prevent accidents and injury to health arising out of, associated with, or occurring during the course of work, by mitigating, so far as is reasonably practicable, the causes of hazards inherent to the working environment. Appropriate and effective personal protective equipment shall be provided as needed.
- 5.3 Suppliers shall provide access to adequate medical assistance.
- 5.4 Suppliers shall provide all workers with access to clean toilet facilities and to drinkable water.
- 5.5 Suppliers shall provide adequate safeguards against fire, and shall ensure the strength, stability and safety of buildings and equipment.

## 6. Wages, benefits and terms of employment

- 6.1 Work performed must be on the basis of a recognized employment relationship.
- 6.2 Suppliers must compensate their workers by providing wages, overtime pay, benefits and paid leave, which respectively meet or exceed legal minimum and/or collective agreements.
- 6.3 Suppliers shall not make any deductions from wages which are unauthorized or not provided for by applicable laws and regulations.

## 7. Working hours

- 7.1 Suppliers shall set working hours that comply with applicable laws and regulations to ensure the health, safety and welfare of workers.

## 8. Business ethics

- 8.1 Conflicts of Interest: Suppliers are expected to report any situation to Tarkett that may appear to be a conflict of interest, and disclose any personal interest to Tarkett likely to interfere in the commercial relationship with Tarkett and might consequently influence their behaviors and decisions towards Tarkett.
- 8.2 Anti-bribery: Suppliers undertake to comply with all applicable laws and regulations governing the prevention and fight against corruption. In particular, Suppliers shall require that their directors, officers, agents, subcontractors, partners, affiliates and/or employees shall not commit any act or omission that would constitute a breach or an offence under anti-bribery laws. Any violation of anti-bribery rules will constitute a right for Tarkett to terminate the relationship with the Suppliers without compensation. Suppliers shall also indemnify and shall not render Tarkett liable for losses, costs, claims or damages linked to or resulting from their misconduct.
- 8.3 Due Diligence: Tarkett implements assessment procedures for its Suppliers ("Due Diligence") to evaluate the level of risk associated with its business relations. All checks carried out vary according to a range of criteria, such as (i) the geographical area in which Suppliers do business, (ii) potential interactions between business partners and public agents or (iii) the sector of activity concerned.
- 8.4 Records: Suppliers shall maintain transparent and up-to-date records to demonstrate compliance with applicable materials, services, governmental and industrial regulations as per applicable law. Traceable quality data should be available on request for a period as per applicable law.
- 8.5 Intellectual property: Suppliers shall promote fair competition including respect for intellectual and other property rights. In case of sub-contracting, sharing of confidential information should be made with the consent of Tarkett.

## 9. Conflict minerals

- 9.1 Suppliers using minerals such as tin, tungsten, tantalum and gold (3TG) must ensure they meet Responsible Sourcing Standards, set by the Organization of Economic Co-operation and Development (OECD) and that minerals are responsibly sourced from sustainable and conflict-free resources only.
- 9.2 Suppliers using any of the 3TG minerals must inform Tarkett about the origin of the source.

## 10. Forestry

All wood, boards and wood related products supplied to Tarkett should not come from:

- 10.1 Illegally harvested forests;
- 10.2 Forestry operations engaged in forest-related social conflicts;
- 10.3 Geographically identified Intact Natural Forests (INF) or high Conservation Value Forests, unless they are certified as sustainably managed;
- 10.4 Natural forests in the tropical and sub-tropical regions being converted to plantations or non-forest use;
- 10.5 Officially recognized and geographically identified commercial genetically modified (GM) tree plantations.

## 11. Environment

- 11.1 Suppliers must meet all local legal requirements related to water, energy use, transport, Green House Gas emissions, waste water effluent, emissions to air and ozone depleting substances, waste management, land, soil and groundwater protection and noise pollution.
- 11.2 Suppliers must keep relevant and up-to-date permits as required by applicable laws.
- 11.3 Even if not subject to legal requirements, Suppliers shall prevent environmental pollution, the latter being understood as pollution likely to spread widely from the site and have an impact which is very difficult or expensive to correct or mitigate. For example, a direct discharge of untreated wastewater from production processes, such as surface treatment, tanning, dyeing or printing processes, will fall within this scope.
- 11.4 Suppliers must have a site emergency plan in place with detailed guidelines/training in case of major incidents as well as an emergency communication plan for the local authorities, the emergency services and/or the local communities.

Additional Requirements defined in this section apply to raw materials and finished goods Suppliers. They are mandatory, but compliance can be achieved within a reasonable period of time after signature of this Code of Conduct.

## 12. Good materials

A key pillar of the Tarkett sustainability strategy is to offer products that are safe for both people and environment. Tarkett has chosen to design its products according to Cradle to Cradle® principles.

The Cradle to Cradle® design methodology performance of an environmental and health assessment of raw materials used in the finished product. This assessment is done according to the Cradle to Cradle® material assessment methodology<sup>4</sup>, by the Environmental Protection Encouragement Agency, EPEA<sup>5</sup> or an equivalent C2C assessor. The preliminary assessment is done based on the information available in the MSDS and TDS. If the information is insufficient for a conclusive assessment, Suppliers should collaborate further with Tarkett and the EPEA.

Raw material Suppliers are expected to achieve the following activities in a reasonable period of time (except for materials previously assessed for C2C Certifications):

- 12.1 Suppliers will review their products against Tarkett RSL<sup>6</sup> and will inform Tarkett where a substance listed in the RSL is identified (ask Tarkett RSL to your Tarkett local contact).
- 12.2 For new developments, Suppliers can consult Environmental & Health specifications for raw materials in order to have a guide for healthy material design principles.
- 12.3 When material assessment is not possible due to lack of relevant information in the MSDS and TDS about product composition to EPEA (under a NDA):
  - 12.3.1 EPEA performs the assessment and communicates it to Suppliers.
  - 12.3.2 EPEA communicates the final assessment to Tarkett.
- 12.4 Suppliers must inform Tarkett immediately of any change in the Material Safety Data Sheet or in the recipe for their product (in case of a C2C certification).

## 13. Bio-based materials

Suppliers of bio-based materials shall keep records of geographical location(s) of land used and of the land usage per ton for the product. Such records could be requested by Tarkett.

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<sup>4</sup> [https://www.c2ccertified.org/resources/detail/material\\_assessment\\_methodology](https://www.c2ccertified.org/resources/detail/material_assessment_methodology)

<sup>5</sup> <http://www.epea.com/>

<sup>6</sup> Restriction Substance List based in REACH and additional flooring specific prohibited substances.

## 14. Environmental Stewardship

### *Energy Use, Transport and Greenhouse Gases (GHG)*

- 14.1 Suppliers shall track energy consumption/calculation of GHG emissions, including fuel use for on-site transport.
- 14.2 Suppliers shall set targets for reductions of emissions and review these on annual basis.

Tarkett will request information from Suppliers on GHG at product level or share of renewable energy used for the manufacture of the material.

### *Water and wastewater monitoring*

- 14.3 Suppliers shall identify the source of the water used at the facility (water basin, watershed).
- 14.4 Water consumption efficiency targets shall be reviewed on an annual basis to drive continuous improvement.
- 14.5 Suppliers shall ensure they have either an on-site or an offsite water treatment system that improves wastewater quality.
- 14.6 Wastewater quality and volume improvement targets shall be reviewed on annual basis to drive continuous improvement.

Tarkett will request information from Suppliers about water consumption and product level as well as water and wastewater management in general.

### *Waste management*

- 14.7 Suppliers shall regularly check that waste contractors have appropriate permits.
- 14.8 Suppliers shall have inventory/management/storage/transportation procedures for hazardous waste streams.
- 14.9 Suppliers keep records for on-site and off-site waste disposal/treatment. They ensure there is no on-site waste burning/or uncontrolled waste landfilling.



# SUPPLIER'S ACKNOWLEDGEMENT

We, the undersigned hereby confirm that we have received and taken due note of the contents of this Code of Conduct for Suppliers published by Tarkett, and will respect and adhere to the said Code of Conduct when conducting business with Tarkett or put in place the proper action plan when relevant.

Name of Company

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Type of Supplier

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Name and Title

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Signature

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Company Stamp/Seal

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Company's Business Registration/Statutory ID/Code/Number

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Date & Place

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This document must be signed by an authorized representative of the Supplier & returned to Tarkett Purchasing contact