

CODE OF CONDUCT

BOCONCEPT A/S 2010



1 GENERAL PRINCIPLES

1.1 Purpose and Aim

One of the BoConcept core values is respect. We want to show respect for our customers by delivering great design and quality at the right price. But not at any price. All BoConcept suppliers must follow a Code of Conduct in order to ensure that all BoConcept products are manufactured in a manner that respects the rights of their employees.

The purpose of the Code of Conduct is to ensure that BoConcept A/S suppliers operate in accordance with internationally recognised standards on human rights, labour and the environment. BoConcept A/S adheres to the principles of this code and expects the same of its suppliers. The content is based on relevant ILO (International Labour Organisation) and UN conventions.

The aim of the Code of Conduct is not to end our business with non-compliant suppliers, but to help our suppliers improve their social and environmental standards. BoConcept is therefore willing to work with suppliers to achieve compliance with this code. However, we will not conduct business with a supplier if compliance with the requirements of the code is deemed impossible. Nor will we conduct business with a supplier engaged in violations of fundamental human rights.

1.2 Scope of Application

This code applies to all BoConcept A/S's suppliers. The provisions of the code extend to all workers, regardless of their status or relationship with a supplier. The code therefore also applies to workers who are engaged informally, on short-term contracts, or on a part-time basis. The BoConcept suppliers are responsible for ensuring that its sub-suppliers observe the standards of this code.

2 LEGAL REQUIREMENTS

2.1 As a general rule, all vendors and manufacturers must follow their national laws. However, if the demands in this Code of Conduct represent a higher standard than the local legislation and other local regulations in the country in question prescribe, the conditions in this Code of Conduct will take precedence.

3 CONDITIONS OF EMPLOYMENT

3.1 Child Labour

BoConcept A/S will not conduct business with any supplier that makes use of child labour.

We define Child Labour as any work by a child younger than 15 years of age unless local laws in the country stipulate a higher minimum working age for work or mandatory schooling, in such a case the higher age will apply.

If however, local minimum age law is set at 14 years of age in accordance with developing countries (exception under ILO Conv. 138, Art. 2.4) then exceptionally, the lower age will apply.

In any case where a child is found working at any of the suppliers producing our products, rather than dismissing the child regardless, we will request the factory to seek and find a satisfactory solution taken into account the child's interest, towards bringing about an improvement in the child's personal situation.

In countries where the law permits apprenticeship programs for children between 12 and 15 years of age, we will accept that children of this age work - according to ILO Convention 33 - maximum seven hours of light work and schooling, providing that the factories prove that the work is clearly aimed at training, not interfering in the child's education. The child shall also be properly compensated.

We acknowledge 'UN Convention of the Rights of the Child', which clearly expresses that a person is a child until the age of 18. We strongly recommend our suppliers to make sure that employees in the age group of 15 to 18 years are treated as 'young workers', setting clear limits for working hours and overtime.

3.2 Forced labour

BoConcept A/S will not work with suppliers engaged in or supporting the use of forced labour (personnel who have not offered their labour voluntarily) or who suffer illegal restriction, by not being free to withdraw from the labour contract. Restriction means among others being required to lodge 'deposits' (not paid wages) or identity papers upon commencing employment with the supplier.

3.3 Disciplinary Practices

BoConcept A/S will refrain from doing business with suppliers engaged in the use of corporal punishment, mental or physical coercion or any other kind of abuse or humiliation of employees.

3.4 Discrimination

BoConcept A/S expects their suppliers to avoid engaging in any kind of discrimination on the grounds of gender, religion, race, political status or other distinguishing characteristics. The supplier shall hire personnel based on their working capabilities and skills.

3.5 Freedom of Association and Collective Bargaining

BoConcept A/S emphasizes the right to freedom of association and to bargain collectively in compliance with the local laws. In a situation where this right is restricted by law, the supplier will be encouraged to facilitate parallel means of independent and free association and bargaining.

3.6 Working hours and Compensation

BoConcept A/S will refrain from doing business with suppliers in which wages are not paid in compliance with local laws and meeting at least the legal minimum standards. BoConcept A/S encourages all their suppliers to pay salaries sufficient to meet the basic needs of their personnel and to provide extra discretionary income.

BoConcept A/S encourages factories not to have personnel working hours in excess to the legal country limits and that overtime work will be agreed voluntarily by the worker and that overtime will be properly remunerated. Personnel shall be allowed at least one free day every seven-day period.

3.7 Respect for cultural values

BoConcept A/S highly respects the different cultural values of each country. Therefore, BoConcept A/S does not impose western cultural values in the countries where the business is conducted. However, BoConcept A/S will inform the supplier if there is a conflict in ethical values.

4 WORKPLACE HEALTH AND SAFETY

4.1 Health and Safety Standards

BoConcept A/S emphasizes that our suppliers should provide a healthy working environment, including protection from fire, accidents and toxic substances.

Adequate health and safety policies and procedures should be established and followed.

The supplier shall ensure that if they provide dormitories and canteens for personnel, these are healthy, safe and in compliance with the local provision on the matter, meeting in any case the basic needs.

The suppliers shall establish and maintain emergency procedures to effectively prevent and address all health emergencies and industrial accidents affecting the surrounding community.

4.2 Sanitary Infrastructure

BoConcept A/S expects its suppliers to provide suitable, clean sanitary facilities and access to drinking water.

5 ENVIRONMENTAL PROTECTION

5.1 Management of environmental issues

BoConcept A/S expects the suppliers to work systematically to prevent, minimise and remedy adverse environmental impacts of its activities through a proactive approach and responsible management of its environmental aspects.

The supplier must demonstrate continuous improvements of the overall environmental performance related to significant environmental aspects.

All suppliers are expected to follow the environmental laws, regulations and demands described in the BoConcept Supplier Guideline.

6 MANAGEMENT RESPONSIBILITIES

6.1 Transmission to personnel

BoConcept A/S expects its suppliers to transmit this Code of Conduct and its content to the relevant personnel for complying. It is also expected that the supplier will monitor, that the relevant personnel working with production to BoConcept A/S, do comply with this Code of Conduct.

6.2 Corruption and Bribery

The supplier shall refrain from bribing, or using any other method, to unjustly influence business partners, public officials and/or the judiciary.

7 MONITORING AND ENFORCEMENT

7.1 Trust and Cooperation

BoConcept A/S expects and encourages all of its suppliers to respect these social standards. Suppliers should do their utmost to work towards their complete implementation.

7.2 Monitoring

To monitor and ensure the proper compliance with this Code of Conduct, BoConcept A/S reserves the right to conduct second party audits held by their own auditing team as well as third party audits.

7.3 Enforcement and Remediation

Where instances of non-compliance with the requirements of this code are identified, the supplier is expected to take corrective action to remedy the

deficiencies as well as taking measures to prevent similar problems from recurring in the future.

8 NON COMPLIANCE

8.1 BoConcept A/S has the right to consider the termination of the business relationship in cases of gross or repeated violations, failing to comply with these ethical standards or if the vendor does not take appropriate corrective measures in due time. In case of minor non-conformance, corrective measures should be taken within an agreed time limit.

We hereby confirm that we understand and fully agree to comply with the terms of the BoConcept A/S Code of Conduct.

Confirmed and signed by:

(Full name and title)

Date:

(Company name and stamp)