



CODE OF CONDUCT

Juli 2007

Maier Sports GmbH & Co. KG along with the brands Maier Sports, Gonso, and at.one, is a producer of functional sportswear. We take responsibility of our action as well as for our employees, regardless of location. Furthermore, we expect human right laws to be complied with. The people whose work contributes to our success may not be physically or mentally harmed by their work.

The following principles have been worked out to establish our position.

All suppliers and their subcontractors must comply with these principles.

1. Requirements

We expect our suppliers to abide by the laws and formalities of the manufacturing country. In case of conflicts, the statutory law of the given country always supersedes our guidelines. As soon as the supplier realizes any violation of those rights, it shall be noted. Our guidelines are supplemental to the law of the country.

2. Rights of the Employees

2.1. Basic rights

2.1.1 The employees who work for Maier Sports GmbH & Co. KG have certain basic rights: Slaves/bondslaves, prisoners, or illegal workers must not be employed for the production of goods for Maier Spots.

2.1.2. Foreign workers which are employed on contractual basis must not be forced against their will to an extension of the employment.

The employer has to pay all fees for the placement of the workers to the employment agency.

2.1.3. Maier Spots will in no circumstance accept suppliers or subcontractors who apply or accept corporal punishment, other forms of physical or mental discipline, or sexual harassment.

2.1.4. All employees must have the right to align with an union to carry on wage negotiations. Maier Spots will not accept disciplinary actions taken against employees who start or who have chosen to peacefully align with a legitimate union.



2.1.5. Employees must not be discriminated against according to race, sex, religion, ethnicity, handicap, sexual, or political orientation.
Employees with equal experience or qualification will receive equal wages for their work.

2.1.6. All employees have the right to work on contractual basis.

2.2 Working Hours and Wages

2.2.1. Wages must be paid punctually and regularly and should be an adequate compensation for the work.

The suppliers for Maier Sports GmbH & Co. KG should pay at least the minimum wage required by law.

2.2.2. The maximum weekly working hours must not exceed the amount of hours established by law. Overtime is only allowed on voluntary basis and is to be paid in accordance with the law.

2.2.3. Statutory break time and break facilities have to be provided.

2.2.4. All employees are entitled to statutory vacation/holiday. The taking of the vacation/holiday may not result in disadvantages for the employee.

2.2.5. Female employees who become pregnant have the right to maternity leave in accordance with the law.

2.2.6. No female worker employee may be dismissed due to pregnancy.

3. Child Labour

3.1. Requirements

The rights of children according to our guidelines are in line with article 32.1 of the UN convention. Maier Sports GmbH & Co. KG wants to protect children from exploitation and from any work which endangers their physical, mental or social development.



3.2. Who qualifies as a child?

Considering minimum age of children, all suppliers and subcontractors must adhere to the ILO principles (International Labour Organisation), Convention 138 of the respective country. Exception: Countries who have not signed the convention 138. In such a case, people employed by us must be at least 15 years old

3.3. Application of our guidelines concerning child labour

We don't accept child labour.

But we are aware that child labour is a fact and that it can't be abolished solely by orders and controls. Rather, the social situation and the fundamental conditions of the children must first be changed. Therefore, we strive to improve their general conditions together with manufacturers and organisations.

If we become aware of a breach of the laws against child labour, we will, with the supplier, try to find a suitable solution which will not imperil the future of the child.

However, such a solution should consider the overall situation of the child. In many cases, the child is the only wage earner in his or her family. Therefore, this is the reason why we will not ask the supplier to immediately dismiss a child, because this may threaten the child's future prospects. Most important to us is to improve the general situation of a child. If that means schooling for a child, then the supplier will have to pay the cost.

We will insist that the supplier will not employ children who do not meet the minimum age requirement.

3.4. Recommendation

A child is defined as any person less than 18 years old according to the UN convention. Therefore, we recommend that our suppliers treat their employees aged 15 to 18 according to their age with respect to working hours, overtime hours, and general working conditions.

4. Safety

4.1. Fire protection and building safety

The foremost priority is health and safety at the workplace. Dangerous machines or facilities and unsafe buildings are unacceptable.

Safety includes marked emergency exits on every floor of every factory. The exit doors must open outward from the factory.

The escape routes must be accessible at all times. Nothing may block exit doors at any time.

All employees must be informed about the safety devices such as emergency exits, fire extinguishers, first aid kits et cetera.



An evacuation plan has to be displayed and the operability of the fire alarm must be checked regularly. Fire drills must be practised periodically to ensure that employees know what to do in case of fire.

5. Factory working conditions

- 5.1. It is important for the welfare of the employees and the quality of the produced goods that the working environment is free of any pollution.
- 5.2. The working areas inside the plant may not reach extreme air temperatures. Reasonable ventilation must be provided and, if necessary, heating units or air conditioning must be installed.
- 5.3. Every workplace has to be properly lit with respect to its function.
- 5.4. Sanitary facilities must be clean and accessible for employees. Their number should be adjusted to the number of employees. Every factory floor must provide separate toilets for both women and men.

6. Residential buildings

All safety regulations (point 4 and 5) apply also to the residential buildings of the workers. Every employee must have his or her own bed. The individual living space must meet or exceed the statutory minimum. Separate sanitary facilities, showers or bedrooms must be provided for men and women. Functional fire detectors, fire extinguishers, and accessible emergency exits and regular fire drills are particularly important in such residential establishments.

7. Health and Environment Protection

Protection of the environment is becoming more and more important worldwide. Maier Sports GmbH & Co. KG expects responsible behavior from our suppliers. Our suppliers must abide by the respective laws to protect the environment.

Our guidelines state that dangerous chemical substances may not be used to produce our goods.



8. General Instructions

8.1. Use and disclosure of inside information

We strictly prohibit disclosure of protected information to persons within the company who should not have access to such information. Protected information is defined as any information that has not been publicly disclosed.

8.2. Confidential Information

We take extra care to keep our customer's trust and confidence. We therefore prohibit employees or suppliers from disclosing confidential or proprietary information outside the company which could be harmful to our clients, or to the company itself.

8.3. Ethical business practices / Sensitive transactions

It is our policy to prohibit employees from entering into sensitive transactions – business dealings generally considered to be either illegal, immoral, unethical or which reflect adversely on the integrity of the company. These transactions usually come in the form of bribes, kickbacks, gifts of significant value or payoffs made to favourably influence some decision affecting a company's business or for personal gain of an individual.

8.4. Commercial bribery

We prohibit employees and subcontractors of Maier Sports GmbH & Co. KG – from receiving, directly or indirectly, anything of value in return for using or agreeing to use his or her position for the benefit of that other person. Similarly, commercial bribes, kickbacks, donations and other payoffs and benefits paid to any customer are prohibited.

9. Control and Enforcement

9.1. The idea of trust and cooperation

Maier Sports GmbH & Co. KG expects all suppliers and their subcontractors to be compliant with our guidelines and to meet our standards.

We expect our employees, our suppliers and their subcontractors to fulfil their duties responsibly. We believe in the principle of cooperation and we are willing to find satisfactory answers to all problems in collaboration with our suppliers.

However, we will not compromise regarding safety and human rights.



9.2. All suppliers must inform Maier Sports GmbH & Co. KG where the goods for each order are being produced.

We reserve the right to make unannounced inspections by an independent third party, to assure that our Code of Conduct is being abided by.

9.3. Noncompliance

Maier Sports GmbH & Co. KG will cancel any collaboration with suppliers who violate these regulations, and who won't implement these rules within the period stipulated.

Repeated noncompliance with the guidelines will result in the cancellation of present orders and the cancellation without notice of any contract with the supplier.



Letter of Intent

We confirm that we have received the guidelines from Maier Sports GmbH & Co. KG and that we have noted the social and production guidelines stated therein.

We confirm that we are fully aware of all relevant laws in the country in which we produce goods. We confirm that these guidelines do not conflict with the country's law.

We agree to follow these guidelines and to pass them on to our subcontractors and to make sure that they, too, abide by these regulations.

We confirm that we agree to inspections by Maier Sports GmbH & Co. KG or an authorized independent third party. These inspections may take place unannounced at any plant of ours or of our subcontractors.

We will inform Maier Sports GmbH & Co. KG about the location of the plants where we produce the goods for Maier Sports GmbH & Co. KG.

We guarantee that we won't produce outside the specified plants.

Company Name: _____

Signatory / Printed Name: _____

Date, Signature: _____

Company Stamp

A large, empty rounded rectangular box with a thin black border, intended for a company stamp or seal.

This form must be signed by an authorized representative of the company and sent back to us by _____.



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YOUR COPY