



BLACKWOODS ETHICAL SOURCING CODE OF CONDUCT

Blackwoods

Bullivants

TKD TOOL
KIT
DEPOT

NZ Safety Blackwoods

ETHICAL SOURCING CODE OF CONDUCT

Blackwoods and its businesses, including Tool Kit Depot, Bullivants and NZ Safety Blackwoods (referred to as 'Blackwoods'), is committed to sourcing products and services in an ethical and responsible manner, and considers the welfare of workers, their health and safety, business integrity and potential environmental impacts using the UN Guiding Principles on Business and Human Rights (UNGPs) as a framework for preventing and addressing associated risk. Blackwoods encourages suppliers to adopt behaviours, procedures and practices that go beyond the minimum requirements set out in this Ethical Sourcing Code of Conduct (the Code).

“Respecting and maintaining human rights within our operations and supply chain is integral to doing business with Blackwoods. At Blackwoods we are committed to procuring products in a responsible manner, respecting human rights and the environment.

We partner with our suppliers and service providers to improve their social and environmental practices so we can provide our customers with more conscious procurement choices.”

– Andrew Bray, Blackwoods CEO

Blackwoods respects human rights and is a proud signatory to the United Nations Global Compact (UNGC). Blackwoods actively promotes human rights and conducts its business in a manner consistent with The Ten Principles of the UN Global Compact.

Our ethical sourcing Code and program adheres to the following and principles:

- + United Nations (UN) Universal Declaration of Human Rights
 - + UN Guiding Principles on Business and Human Rights
 - + International Labour Organisation (ILO) Declaration on
 - + Fundamental Principles and Rights at Work
 - + Ethical Trade Initiative (ETI) Basecode
 - + UN Women's Empowerment Principles
 - + UN Convention on Migrant Workers
 - + UN Human Right to Water and Sanitation
 - + Children's Rights and Business Principles
 - + Global LGBTI Standards for Business
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Blackwoods is committed to providing open engagement with our suppliers on its Ethical Sourcing Code of Conduct and program supporting continuous improvement, including providing clear information on objectives, policies and highlighting human rights and environmental impacts as they arise. This Code of Conduct shall be read in conjunction with the Wesfarmers Ethical Sourcing and Human Rights Policy.

[Click for Wesfarmers Ethical Sourcing Policy](#)

For further questions regarding the Code of Conduct and Ethical Sourcing program please contact the Blackwoods Ethical Sourcing Team at ethicalsourcing@blackwoods.com.au

SCOPE & IMPLEMENTATION

1. Legal & Scope Requirements

- 1.1. Supplier must respect and comply with the Blackwoods Ethical Sourcing Code of Conduct (referred to as “the Code”) as set out in their supply arrangements with Blackwoods.
- 1.2. References in this Code to “supplier” include our service providers, agents, manufacturers, goods not for resale partners and subcontractors engaged by our trading partners.
- 1.3. Suppliers must comply with all local laws and regulations in the countries they operate. If local laws and regulations differ from this Code, suppliers must comply with the more stringent requirement.
- 1.4. Suppliers must procure (so far as is reasonably practicable) that its officers, workers, employees, agents, subcontractors, and any other person who supplies or performs services for or on behalf of the supplier in connection with the relevant supply arrangements with Blackwoods complies with the Code.

2. Code Implementation

- 2.1 Blackwoods verifies compliance with the Code and expects all suppliers to meet the standards set out in Blackwoods Ethical Sourcing Program - Supplier Requirements (Program).
- 2.2 Blackwoods shall be entitled at its discretion to require that a supplier undergo Blackwoods’ Risk Management Program (BRMP) or alternative assessment, onboarding to Supplier Ethical Data Exchange (Sedex) and/or conduct an annual independent ethical audit (preferably in accordance with SMETA methodology) conducted by an Association of Professional Social Compliance Auditors APSCA certified audit firm.

- 2.3 If any non-compliance with the code is identified, the supplier must take all necessary steps within the timeframe stipulated by Blackwoods to rectify the non-compliance. Blackwoods may, (but is not obliged to) verify that remedial actions taken by the supplier are appropriate to rectify any non-compliance with this Code. Refer to section 17 (Remediation).
- 2.4 Blackwoods at its discretion, may also request policies, procedures, records and/or an onsite visit to verify compliance with the Code and Program.
- 2.5 Upon request and in the form requested by Blackwoods, suppliers must disclose information about the supply chain through which it, or its approved subcontractors, manufacture the goods supplied under any Blackwoods order. Such information may relate to any tier in the supply chain.
- 2.6 In the event any supplier is unwilling or unable to comply with the minimum standards established in the Code or rectify any non-compliance within the stipulated timeframes, the trading agreement between Blackwoods and the supplier may be immediately suspended or terminated at Blackwoods’ discretion.
- 2.7 Should you need assistance as a supplier with identifying and mitigating human rights risks and due diligence program, Blackwoods team are contactable for support.
- 2.8 For support on the Code and any notification of breaches, contact ethicalsourcing@blackwoods.com.au
Bullivants team can be contacted via bullivantsqualityandcompliance@bullivants.com
NZ Safety Blackwoods team can be contacted via ethicalsourcing@nzsaftyblackwoods.co.nz



Blackwoods is committed to working with suppliers so that they can effectively implement the principles of this Code of Conduct, Blackwoods also engages in industry collaboration and mutual recognition.

Where Blackwoods considers that a supplier has an equivalent ethical sourcing Code and program in effect Blackwoods may, in its discretion, mutually recognise the supplier's approach.

Current Version: July 2026. Approved by Andrew Bray, Chief Executive Officer. This document is uncontrolled when printed.

LABOUR STANDARDS

3. Modern Slavery

- 3.1. Suppliers must comply with all anti-slavery and modern slavery laws and regulations relevant to their jurisdiction (including local, domestic, or international laws regarding labour, health, safety, and the environment) including any modern slavery reporting requirements.
- 3.2. Suppliers must have appropriate controls in place to avoid modern slavery practices in their operations and supply chains and must not knowingly deal with third parties who engage in modern slavery practices.
- 3.3. All suppliers must have in place and maintain adequate policies and procedures in relation to business ethics and compliance to avoid modern slavery practices and to enforce all relevant policies and procedures where appropriate. This includes policies for reporting to Blackwoods and investigating and remediating suspected or known modern slavery breaches.
- 3.4. If a supplier is convicted in relation to any practice that amounts to a modern slavery practice, or if a supplier is publicly named by any organisation alleging that the supplier has engaged in modern slavery practices, Blackwoods may immediately terminate or suspend its trading relationship with the supplier.
- 3.5. Suppliers must immediately notify the Blackwoods Ethical Sourcing Team (ethicalsourcing@blackwoods.com.au) upon becoming aware of any incident, complaint or allegation that the supplier, its officers, workers, employees, agents or any party or individual in its supply chain has engaged in modern slavery.

Section 3 & 4 References:

Modern Slavery - means any activity, practice or conduct that would constitute an offence in relation to slavery, forced labour, involuntary servitude, debt bondage, human trafficking, and other slavery-like exploitation as prohibited or defined as a modern slavery offence under all applicable anti-slavery and human trafficking laws, statutes and codes from time to time in force. For the avoidance of doubt, modern slavery includes any conditions or practices similar to those prohibited under applicable laws, statutes, regulations and codes.

Forced/Involuntary Labour – all work or service which is exacted from any person under the menace of any penalty and for which the said person has not offered themselves voluntarily - ILO Convention on Forced Labour, 1930 (No.29).

Bonded Labour – any form of work or service that is demanded as a means of repayment of an accumulated debt or loan, retention of identity papers or threats of denunciation to immigration authorities.

Modern Slavery Act 2018 (Cth)

ILO Convention No. 29 on Forced Labour

ILO Convention No. 105
on Abolition of Forced Labour

4. No Forced, Bonded, Involuntary Labour

- 4.1. Suppliers must not use forced labour, whether in the form of prison labour, indentured labour, bonded labour, debt servitude, state imposed forced labour or otherwise permit the trafficking in persons for the purpose of forced labour.
- 4.2. Employment must be freely chosen. Suppliers must ensure workers can terminate, by reasonable notice, their employment at any time without penalty, and freedom of movement is respected in accordance with national law or collective bargaining.
- 4.3. Workers must not be bound in debt to a supplier or institution resulting from inherited debt, wage advances or loans to cover recruitment or transport costs or from daily living or emergency expenses, such as medical costs.
- 4.4. Suppliers must not withhold and must not require a local or migrant worker to surrender personal identity documents. Suppliers must not restrict workers' access to their identity documents under any circumstances. Personal identity documents include but are not limited to passports, identity papers, travel documents, and other personal legal documents.

5. Child Labour

- 5.1. Suppliers must not use child labour. All suppliers must comply with the higher of the minimum legal working age of the country of employment or in accordance with ILO Convention 138.
- 5.2. Suppliers must be able to verify the age of all workers to ensure no child labour is used. Suppliers must have policies and procedures in place to support young workers.
- 5.3. Blackwoods reserves its right to terminate or suspend its trading relationship with any supplier using child labour. If Blackwoods elects not to terminate or suspend, the supplier must establish and implement appropriate remediation for such workers and introduce effective systems to prevent the use of child labour in the future.
- 5.4. Children and young persons between the ages of 16 and 18 years of age are considered young workers and must not engage in night work or work that is unsafe or hazardous. Suppliers shall ensure work is not economically exploitative or harmful to their physical, mental, spiritual, or moral wellbeing, social development or education and training.

Section 5 References:

[UN Universal Declaration on Human Rights, Worst Forms of Child Labour Convention, 1999 \(No. 182\)](#)

[Minimum Age Convention, 1973 \(No. 138\)](#)

[ILO Conventions on Core Labour Standard](#)

LABOUR STANDARDS

6. Employment and Recruitment

- 6.1. Whether they are employed directly by a supplier or through a third party, local and migrant workers must:
 - 6.1.1 be employed in accordance with relevant local laws including local immigration laws;
 - 6.1.2 receive entitlements as stipulated by local laws;
 - 6.1.3 not be employed by a supplier under labour-only contracting, sub-contracting, home-working arrangements, fixed term contracts or use apprenticeship schemes (where there is no genuine intent to impart skills, or provide regular employment), to avoid the supplier paying the entitlements referred to in section 6.1.2.
 - 6.1.4 be employed in accordance with the principles under this Code.
- 6.2. Suppliers must not use illegal labour and must verify the entitlements of the worker to work in the country of employment.
- 6.3. Suppliers must recruit responsibly, including by not engaging in deceptive recruiting practices or by passing on fees or recruitment charges to local or migrant workers. Any commission and other fees due to a third-party agent or contractor in connection with employment of a local or migrant worker must be paid by the employer/supplier.
- 6.4. Suppliers must accept The Employer Pays Principle which is a commitment to ensure that no worker pays for a job. The costs of recruitment should be paid by the employer and not by the worker. Blackwoods reserves its right to terminate or suspend its trading relationship with any supplier that has passed on recruitment fees and charges to workers. If Blackwoods elects not to terminate or suspend, suppliers must establish and implement appropriate remediation for such workers as outlined by Blackwoods and introduce effective systems to prevent the use of recruitment fees and charges in the future.
- 6.5. All workers must be provided with clear unambiguous information about their employment contract, including,
 - 6.5.1 clear and accurate description of the relevant employment conditions;
 - 6.5.2 accurate details of wages and entitlements, with all terms and conditions, such as hours, piece rate, overtime, pay, deductions, benefits, leave, disciplinary and grievance mechanisms clearly explained;
 - 6.5.3 written in the native language of the worker, including migrant workers. If a worker is illiterate, the contract for employment must be explained in their native language;
 - 6.5.4 contracts are to be signed by the employer and the worker with a fully signed copy provided to each worker for their records;
 - 6.5.5 employers/suppliers must ensure that the written contract of employment complies with all applicable local laws and regulations.

Section 6 References:

[Dhaka Principles for Migration with Dignity](#)

[International Labour Organisation the Employer Pays Principles](#)

7. Harassment and Harsh or Inhumane Treatment

- 7.1. Workers must be treated with dignity and respect by suppliers and other workers.
- 7.2. The threat of or actual physical abuse, discipline, sexual, or other harassment including verbal and non-verbal abuse or other forms of intimidation is prohibited.
- 7.3. Security practices or pat-downs of workers must be gender-appropriate and non-intrusive.

8. Discrimination

- 8.1. Suppliers must ensure there is no discrimination, including but not limited to hiring practices, compensation, access to training, promotion, termination, or retirement based on personal characteristics such as race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any personal beliefs or values.
- 8.2. Suppliers must ensure that they provide an environment where workers can perform duties without distress or interference caused by harassment or other inappropriate workplace behaviour.
- 8.3. Suppliers shall not require pregnancy or medical testing of workers as a condition of employment at any time before or after a jobseeker signs an employment agreement, except where required by law. In such cases, the results of pregnancy screens or medical tests must only be used for official purposes in accordance with the law.

Section 8 & 11 References:

Discrimination (Employment and Occupation) Convention, 1958 (No. 111)

Equal Remuneration Convention, 1951 (No. 100)

Freedom of Association and Protection of the Right to Organise Convention, 1948 (No. 87)

Right to Organise and Collective Bargaining Convention, 1949 (No. 98)

LABOUR STANDARDS

9. Wages and Benefits

- 9.1. Wages and benefits paid for a standard working week must at a minimum meet the higher of national or industry standards. In any event, wages should always meet basic needs and provide reasonable discretionary income and be paid to workers in a timely manner.
- 9.2. Before entering employment, all workers must be provided with clear unambiguous information about their employment conditions in respect to wages, including particulars of their wages for pay periods.
- 9.3. Deductions from wages for disciplinary measures are not permitted. All disciplinary measures must be recorded.
- 9.4. Workers must be granted and correctly compensated for any types of paid leave and social insurance to which they are legally entitled. Examples of such leave include annual leave, maternity, parental and sick leave. Suppliers must also cover the insurance requirements of workers consistent with local and national laws.
- 9.5. Outstanding payments upon termination are to be paid in full (or by no later than the next payroll date).

10. Working Hours

- 10.1 Including any overtime, workers must not work above the maximum hours per week or month as stipulated by local laws. Where local laws do not exist, working hours must not exceed a total of 72 hours in any 7-day period.
- 10.2 Workers must have at least one day off every 7 days or two days off in every 14-day period.
- 10.3 Overtime must be voluntary, must not be excessive or demanded on a regular basis and must be compensated at the premium rate as prescribed by local laws.
- 10.4 Record keeping on hours worked must be accurate, complete, and transparent at all times.

11. Freedom of Association

- 11.1 Suppliers acknowledge that workers have a right to freedom of association and to bargain collectively.
- 11.2 Workers have the right to join or form trade unions of their choosing and suppliers are required to adopt an open attitude towards the activities of trade unions and their activities.
- 11.3 Where the right to freedom of association and collective bargaining are restricted under local laws, suppliers must not hinder the development of alternative means of independent and free association and bargaining.

12. Safe Working Conditions and Accommodation

- 12.1. Suppliers must have a valid and current business license and other documents required to operate legally in accordance with local and national laws, including but not limited to building and fire safety certifications.
- 12.2. Suppliers must provide plant and systems of work and accommodation that are safe, hygienic and without risk to workers' health, including evidence of:
 - 12.2.1 safe fire, structural and electrical safety, plant, or systems of work and accommodation;
 - 12.2.2 adequate, unlocked, accessible, and clearly marked emergency exits;
- 12.3. Workers must receive adequate and regular safety training relevant to their role and training must be recorded.
- 12.4. Suppliers must provide workers with a safe and clean environment taking into consideration the industry and any specific hazards.
- 12.5. Personal Protective Equipment (PPE) must be supplied and worn by workers where required. Workers must be trained in the use of PPE. Safeguards on machinery must meet or exceed local or national laws.
- 12.6. Workers must always have access to clean toilet facilities, clean drinking water and (where appropriate) hygienic facilities for food storage and preparation.
- 12.7. Workers have the right to refuse to perform work that is unsafe or which is being performed in an unsafe environment.
- 12.8. Where suppliers provide worker accommodation, the standards set out in section 12 apply, including but not limited to providing a clean and safe environment that meets the basic needs of workers.

Section 12 References:

[ILO Convention 155 Occupational Safety and Health Convention](#)

[ISO 45001 Occupational Health and Safety](#)

RESPONSIBLE AND PREFERRED MATERIAL SOURCING AND ENVIRONMENTAL PRACTICES

13. Environment

- 13.1. Suppliers must comply with local and national environmental laws and regulations ensuring no impact on the health of the local environment and community.
- 13.2. Suppliers must ensure all required environmental permits, approvals and registrations are obtained, maintained, kept current and in alignment with operational and reporting requirements.
- 13.3. Suppliers must responsibly manage their air emissions, wastewater and solid waste generated from operations, industrial processes, and sanitation facilities by ensuring they are monitored, controlled, and treated as required prior to discharge or disposal.
- 13.4. Hazardous substances including chemicals must be safely handled during movement, storage, use, recycling or reuse and disposal.
- 13.5. Suppliers must manage their waste, wastewater, and pollutants responsibly and seek to improve environmental performance, including by ensuring that workers and communities' access to water is not negatively impacted by the supplier's operations.
- 13.6. Suppliers must use reasonable endeavours to comply with international standards on environmental protection.



Section 13 References:

[The Rio Declaration on Environment and Development \(UN 1992\)](#)

[The Johannesburg UN World Summit on Sustainable Development \(UN 2002\)](#)

[ISO 14001:2015 Environmental Management system](#)

[FAO Voluntary Guidelines on Governance of Land and Land Tenure](#)

14. Responsible and Preferred Material Sourcing

- 14.1. Suppliers must comply with local and national environmental laws and regulations, ensuring no impact on the health of the local environment and community.
- 14.2. Suppliers must use reasonable endeavours to comply with international standards on environmental protection such as ISO 14001 Environmental Management Systems and related standards.
- 14.3. For paper and timber products (for resale, excluding packaging materials): Suppliers must provide Forest Stewardship Council (FSC), Programme for Endorsement of Forest Certification Scheme (PEFC), or otherwise agreed chain of custody documentation for the source of pulp, paper, timber used in products sold to Blackwoods. Supplier must also comply with relevant local and national laws relating to Illegal Logging.
- 14.4. Responsible Sourcing of Minerals: Blackwoods supports the Responsible Minerals Initiative (RMI) and is committed to responsible sourcing of minerals. Suppliers are expected to undergo due diligence within their supply chain using methodologies aligned to Responsible Minerals Assurance Process (RMAP) or equivalent. Suppliers will not be approved if they cannot demonstrate source of supply and/or are sourcing raw materials originating from areas of armed conflict, associated with forced labour and environmental degradation.
- 14.5. Asbestos: All suppliers warrant that such products are free from asbestos (in other words, that such products have no asbestos content).
- 14.6. Restriction and Banned Substances: Blackwoods requires suppliers to comply with European Union (EU) Registration, Evaluation, Authorisation and Restriction of Chemical Substances (REACH) regulations set for restricted and banned substances of high concern and demonstrate responsible management of chemicals and hazardous substances. Suppliers shall prohibit the use of hazardous substances listed in Zero Discharge of Hazardous Substances - Manufacturing Restricted Substances List (ZDHC MRSL).
- 14.7. Sandblasting: The use of sandblasting as a treatment on any of our products is banned.
- 14.8. Suppliers must ensure that all cotton fibre and cotton-derived materials are sourced responsibly. Suppliers to confirm, if requested by Blackwoods, that they and their sub-contractors do not (knowingly) source cotton fibre or other products that are manufactured or produced from areas generally recognised to have high risks of state-sponsored forced labour. Blackwoods encourage suppliers to source cotton that is independently certified to a credible standard.
- 14.9 Suppliers must design and supply packaging that complies with Australia's legislation and National Targets and work towards transition to a circular economy. Suppliers shall reference Sustainable Packaging Guidelines or equivalent best practice standards.
- 14.10 Animal Welfare: Suppliers must ensure that animals used in the course of producing goods or services are treated in accordance with the "Five Freedoms for Animal Welfare", as defined by the Royal Society for the Prevention of Cruelty to Animals ('RSPCA'). Mulesing - In circumstances where mulesing is necessary for the long-term welfare of the animal, it is to be performed in a manner that minimises the impact of the procedure. Suppliers are encouraged to reference the Leather Working Group.
- 14.11. Recycled Content: Where a supplier claims a product includes recycled content Blackwoods requires that the product and raw material is independently certified to a credible standard. Current accepted recycled standards and verification includes Global Recycled Standard (GRS) or Recycled Claim Standard (RCS), Chain of custody evidence including declaration of supply chain, transaction certificates, invoices and scope certificate and use of Branded recycled fibre certificate. Example includes Econyl® by Aquafil and Repreve® by Unifi.
- 14.12 Conscious Procurement Choice (CPC) Program Products & claims must be submitted to Blackwoods for internal assessment and approval, providing third party evidence where required and must meet all relevant legal and regulatory requirements. Inclusion in the CPC is ultimately at the discretion of Blackwoods. Blackwoods has the right to exclude any particular product from any of the CPC categories if it is not satisfied that relevant criteria or documentation has been met.

INTEGRITY & MANAGEMENT SYSTEMS

15. Business Integrity

- 15.1. Suppliers must at all times comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and improper payments including but not limited to the Criminal Code Act 1995 (Cth) (Australia), the Foreign Corrupt Practices Act 1977 (United States), and the Bribery Act 2010 (United Kingdom) (“Relevant Requirements”).
- 15.2. Suppliers must not engage in unethical conduct in any dealings in violation of the Relevant Requirements, including but not limited to:
- 15.2.1 dishonest, fraudulent, corrupt, or illegal conduct;
 - 15.2.2 giving or receiving unlawful or improper payments in cash or in kind, including bribes, favours, inappropriate gifts, secret commissions, facilitation payments or kickbacks;
 - 15.2.3 falsifying documents and other unacceptable or unethical behaviour, including abuse of authority, threats, intimidation, or harassment.
- 15.3 Suppliers will be responsible for the observance and performance of the Relevant Requirements by all persons performing services or providing goods in connection with the relevant supply arrangements on behalf of the supplier or acting under the supplier’s supervision or control.
- 15.4 Suppliers must immediately notify the Blackwoods Ethical Sourcing Team (ethicalsourcing@blackwoods.com.au) if any of the matters set out in section 15.2 arise in connection with the performance of the relevant supply arrangements.

Section 15 References:

[Criminal Code Act 1995 \(Cth\) \(Australia\)](#)

[Foreign Corrupt Practices Act 1977 \(United States\)](#)

[Bribery Act 2010 \(United Kingdom\)](#)

16. Subcontracting and Supply Chain

- 16.1. Unless previously approved by Blackwoods in writing, a supplier must not outsource the performance of its contractual obligations (whether in full or in part) to a third party. Any approved subcontracting arrangements must be documented and available for review by Blackwoods or by an independent auditor, including but not limited to information confirming the subcontractor’s name and location(s). Blackwoods considers subcontracting to mean:
- 16.1.1 sites contracted by Blackwoods’ direct suppliers to produce product for resale, packed in the resale unit, or produced in bulk for resale packing elsewhere, or received in bulk final form for resale packing.
 - 16.1.2 sites that significantly contribute to the manufacture of the product.
 - 16.1.3 sites that apply branding to product.
 - 16.1.4 service providers contracted by the supplier to deliver any service (including off-site storage of product) on behalf of and in substitution of the supplier.
 - 16.1.5 sites moving production capacity to another site or worker’s home.
- 16.2. Suppliers must have adequate policies and procedures in place for properly managing subcontracting to ensure that subcontractors operate in accordance with applicable laws and regulations and this Code.



17. Transparency, Management Systems, Documentation and Policies

- 17.1. Suppliers must ensure appropriate documentation, evidence, processes, and systems are in place and continually developed to ensure effective ethical management practices and transparency to Blackwoods and its affiliated audit partners (“Auditor”).
- 17.2. Suppliers must allow Auditors full access to its facility premises, workers, and records.
- 17.3. Suppliers must not interfere with Auditors during the worker interview process.
- 17.4. Suppliers must not “coach” workers to provide false or misleading responses to questions during interviews.
- 17.5. Suppliers must not “hide” workers and premises (e.g. dormitories, warehouses).
- 17.6. Suppliers must provide complete and accurate documents related to payroll, time attendance, and production records for the previous 12 months at the minimum, or longer if requested.



18. Remediation

- 18.1 If a supplier fails to meet the minimum standards of this Code and, if Blackwoods elects not to terminate or suspend the trading relationship, the supplier must take all necessary steps to remediate its non-compliance with the Code within the timeframes agreed by Blackwoods.
- 18.2 Remediation may be performed by the supplier in direct consultation with Blackwoods or in collaboration with Blackwoods’ third-party affiliates.
- 18.3 Blackwoods may verify that remedial actions taken by the supplier are appropriate to rectify any non-compliance with this Code.
- 18.4 Blackwoods reserves the right, at its absolute discretion, to terminate its supply arrangements with the supplier and all current purchase orders, if a supplier is unable or unwilling to comply with this Code and is found to have committed critical breach(es) or is otherwise found to have critical breach(es) in its supply chain, including but not limited to:
 - 18.4.1 Forced, Bonded or Involuntary Labour;
 - 18.4.2 Child Labour;
 - 18.4.3 Bribery;
 - 18.4.4 Active, systemic discrimination, harassment, or inhumane treatment;
 - 18.4.5 Unauthorised subcontracting;
 - 18.4.6 Poor data transparency;
 - 18.4.7 Knowingly breaching applicable legislation;
 - or
 - 18.4.8 High risk health and safety hazards such as locked exits or structural damage.

REMEDIATION & GRIEVANCE MECHANISM

19 Grievance Mechanism

- 19.1 Blackwoods supports workers to safely raise concerns where they observe or suspect adverse impacts on human rights or the environment.
- 19.2 All concerns raised are assessed as a part of Blackwoods' remediation process to determine how they should be investigated and remediated.
- 19.3 Suppliers must ensure there is no retribution against workers who raise grievances or wish to participate in forums set out in section 11 (Freedom of Association).
- 19.4 Concerns can be raised confidentially and anonymously via our Your Voice Worker Helpline or directly to the Blackwoods Ethical Sourcing Team at ethicalsourcing@blackwoods.com.au

20 Whistleblower Reporting

Blackwoods encourages suppliers, including its suppliers' personnel and other eligible whistleblowers to report all instances of suspected unethical, illegal, fraudulent or undesirable conduct in the supply of products or services to Blackwoods in accordance with its Whistleblower Policy, a copy of which is located [here](#).

A report may be made via the Speak Up Service: a free external hotline and reporting service independently monitored by Deloitte.

Speak Up reporting options are:

- by phone: 1800 176 386
- by email: SpeakUp@deloitte.com.au
- web-based access: www.SpeakUp.deloitte.com.au
- by post: **Speak Up**
Reply Paid 12628
A'Beckett Street
Melbourne VIC 8006

For New Zealand Safety Blackwoods:

A copy of NZ Safety Blackwoods Whistleblower Policy is located [here](#).

A report may be made via the Speak Up Service: a free external hotline and reporting service independently monitored by Deloitte.

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- web-based access: www.SpeakUp.deloitte.com.au
- by post: **Speak Up**
Freepost 256853
PO Box 90553
Victoria Street
Auckland 1142
New Zealand

Reports may be made anonymously. Any details which may identify you (such as your name or contact details) will only be provided to the Company if you consent to those details being shared with the Company.

Your Voice Worker Helpline:

Phone: +86 18923637879 (Intl)

Email: yourvoice@qima.com

WeChat Access: YourVoice_Helpline

WhatsApp: YourVoice_Helpline

WeChat Access



WhatsApp

