

## Modern Slavery terms for use in supplier contracts<sup>1</sup>

### 1 Definitions

**Modern Slavery** includes exploitative practices such as human trafficking, slavery, slavery-like practices, servitude, forced labour, forced marriage, debt bondage, the worst forms of child labour, deceptive recruiting for labour services or any conduct within the meaning of the term 'modern slavery' in section 4 of the *Modern Slavery Act 2018* (Cth).

**Modern Slavery Laws** means:

- (1) the *Modern Slavery Act 2018* (Cth), *Modern Slavery Act 2015* (UK) or any other similar legislation that requires entities to report in relation to the modern slavery or human rights risk of their entity and/or their response to that risk; and
- (2) any other law, statute or regulation which prohibits Modern Slavery and is applicable or otherwise in force in the jurisdiction(s) in which the Supplier is registered or conducts business or in which activities relevant to the Contract are to be performed;

**Supplier Code of Conduct** means the AL-KO Supplier Code of Conduct.

### 2 Warranties

- 2.1 Having made reasonable enquiries, to the best of its knowledge, the Supplier warrants that it, and its employees, have not been or are the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of any Modern Slavery Laws.

### 3 Modern Slavery and Supplier Code of Conduct

3.1 The Supplier must:

- (1) comply with the Supplier Code of Conduct, as amended from time to time;
- (2) comply with applicable Modern Slavery Laws;
- (3) not, and must not permit its personnel (including suppliers and subcontractors) to engage in:
  - (a) Modern Slavery; or
  - (b) any activity, practice or conduct that constitutes an offence under Modern Slavery Laws;
- (4) promptly provide the Purchaser with all information and records reasonably requested by the Purchaser to assist the Purchaser in:
  - (a) complying with reporting obligations under Modern Slavery Laws; or
  - (b) undertaking due diligence on its supply chain, including by way of a questionnaire issued periodically;

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<sup>1</sup> Note: Insert the following terms under the relevant sections of the contract. AL-KO may wish to utilise existing defined terms eg "Contract", "Supplier" etc. These terms may need to be adjusted for high risk suppliers.

- (5) have in place, and maintain at all times, adequate procedures to identify, prevent, mitigate and account for modern slavery and other human rights impacts in their operations and supply chains;
- (6) ensure all personnel engaged:
  - (a) receive a contract in writing in a language understood by them;
  - (b) provide their labour of their own free will;
  - (c) have the right to work in the jurisdiction in which they work;
  - (d) are not required to make any payment to the Supplier or any other third party in exchange for their engagement;
  - (e) do not have their passport or other travel or identity documents retained or withheld by the Supplier or any other person on behalf of the Supplier;
  - (f) are aged 14 years of age or over and 18 or over if they undertake hazardous work;
  - (g) are paid at least the minimum wage and provided with all mandated benefits;
  - (h) are not required to work (including overtime) more than the maximum hours per week prescribed by law;
  - (i) are not subject to corporal punishment or mentally, physically, sexually or verbally abusive or inhumane treatment or cruel or abusive disciplinary practices in the workplace;
  - (j) are not subject to discrimination on any ground (including race, national or social origin, birth, age, disability, gender, sexual orientation, religion, union membership or political opinions); and
  - (k) can access a grievance mechanism to safely report any instances of Modern Slavery;
- (7) be registered and hold all requisite licences, permits, authorisations and registrations (howsoever described) required by any law (including but not limited to pursuant to any laws regulating labour hire in any way);
- (8) ensure that the terms of any arrangements entered into with subcontractors in connection with this Subcontract:
  - (a) include provisions that are at least as onerous as those set out in this clause; and
  - (b) permit termination of those arrangements where the Supplier reasonably believes there has been, or is likely to be, a breach by that subcontractor, or its personnel, of any applicable Modern Slavery Laws;
- (9) notify the Purchaser as soon as reasonably practicable if it becomes aware of any potential, suspected or actual instance of Modern Slavery in its operations or supply chain or breach by it or its personnel (including its subcontractors or suppliers) of any Modern Slavery Laws in connection with the Contract;

(10) co-operate in good faith with the Purchaser in investigating the circumstances relevant to any potential, suspected or actual breach of any Modern Slavery Laws, whether or not notification has been given under this clause.

3.2 If the Supplier is in breach of this clause, the Purchaser may require that the Supplier to undertake remedial action to rectify the breach, to the satisfaction of the Purchaser, and at the Supplier's own cost.