



NORDSTROM

PARTNER CODE  
OF CONDUCT

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## A Message from Erik & Pete Nordstrom

Since Nordstrom first opened its doors in 1901, we've been committed to operating with integrity. That means conducting business in a legal, ethical, and socially responsible way, taking accountability for the individual and collective impact of our operations, upholding human rights and environmental sustainability, and protecting the health, safety and wellbeing of our employees and the people who make our products.

In order for us to do this, we seek partners that share these commitments, and build relationships based on trust, transparency, and mutual accountability. Our Partner Code of Conduct supports these efforts by outlining the standards and expectations we hold for ourselves and our suppliers and serves as a consistent framework that we use to measure our efforts.

We're grateful for your efforts to adhere to these expectations, and we know that when we work together to uphold them, we create shared value for our businesses and for our stakeholders.

We appreciate your continued work to responsibly deliver products to Nordstrom and our customers, and we thank you for your partnership.



Erik & Pete Nordstrom



**Erik Nordstrom**  
CEO



**Pete Nordstrom**  
President & Chief Brand Officer

## Nordstrom Partner Code of Conduct

As a company, we believe the impact we have on our employees, customers and communities extends well beyond our operations. When we think about the value we offer to the world, we know that it's critical to protect human rights and the environment, give back to the communities we serve and create safe and fair workplaces for the people who make our products.

To achieve our goal of always providing the best-value product in the most equitable manner, we have established standards to ensure we partner with suppliers that share our commitment to quality products, responsible business principles, and quality community relationships.

# Compliance

## **PARTNER CODE OF CONDUCT**

Nordstrom's Partner Code of Conduct contains the minimum standards that must be met by all Suppliers – including agents, vendors, service providers, manufacturers, factories, warehouses, and subcontractors – that do business with Nordstrom, Inc., or any of its subsidiaries.

Suppliers must comply with the standards set out in this Partner Code of Conduct throughout their operations and entire supply chain. This means a Supplier is responsible for ensuring all of its suppliers or other entities that are part of its supply chain also comply with these standards. Suppliers must ensure they have effective policies, procedures, trainings, and record-keeping practices in place to ensure their compliance and the compliance of their supply chains.

Supplier contracts may contain more specific provisions addressing some of the same issues detailed in this Partner Code of Conduct. If there is any inconsistency between this Partner Code of Conduct and a provision of a particular Supplier contract, the more specific contract provision shall apply. Nordstrom will review and may terminate its relationship with any Supplier that it has reason to believe is not in compliance with the Partner Code of Conduct or contractual requirements.

## **LEGAL REQUIREMENTS**

Suppliers must comply with all applicable laws and regulations of the United States, Canada and the countries in which the Supplier does business, including the country of manufacture or exportation.

## **INTERNATIONAL STANDARDS & GUIDANCE**

Recognizing that Nordstrom Suppliers are global, this Partner Code of Conduct is based on internationally recognized standards and guidance. Suppliers must also comply with applicable sections of the

- [United Nations \(UN\) Guiding Principles on Business and Human Rights;](#)
- [Universal Declaration for Human Rights;](#)
- [International Labor Organization's \(ILO\) Fundamental Principles and Rights at Work and other relevant ILO conventions](#)
- [UN Convention on the Rights of the Child](#)

## **NORDSTROM POLICIES**

Suppliers must adhere to other Nordstrom policies that govern the relationship between Nordstrom and its Suppliers. This includes the Nordstrom Human Rights Commitment and other policies referenced in this Partner Code of Conduct.

In the case of any conflict between an applicable legal requirement, an internationally recognized standard or a Nordstrom policy, the highest standard shall apply.

# Ethical Business

## ANTI-CORRUPTION

Suppliers must comply with all applicable laws relating to bribery, money laundering, terrorist financing, and/or corruption. This includes the U.S. Foreign Corrupt Practices Act (FCPA) and the Corruption of Foreign Public Officials Act of Canada. Even if making a bribe seems to be an accepted local practice in a country, it is against the law and Suppliers are prohibited from engaging in this practice.

### Never Engage in Bribery

- Suppliers must not directly or indirectly offer or give money or anything of value to any representative of another company to secure an improper advantage.
- Suppliers must not directly or indirectly offer or give money or anything of value to any government official for the purposes of obtaining or retaining business or to secure an improper advantage.

“Government officials” include foreign and domestic government officials, political parties or their officials, candidates for political office, or organizations and their employees if the organization is owned in whole or in part by a government. Even if making a bribe seems to be an accepted local practice in a country, it is against the law and Suppliers are prohibited from engaging in this practice.

### Payment Transparency

- Suppliers must keep an accurate, written accounting of all payments relating to their engagement with Nordstrom.
- If requested, Suppliers must provide Nordstrom with a copy of this accounting or assist Nordstrom with any activities required by any government or agency.

## GLOBAL TRADE

Suppliers must comply with all applicable global trade laws and regulations, including U.S. and Canada Customs importing laws. Additionally, Suppliers must:

- Establish programs and maintain documentation to support country-of-origin production verification and preferential trade claims.
- Comply with international supply-chain security requirements and criteria under the U.S. Customs Trade Partnership Against Terrorism (CTPAT), Canada Partners in Protection (PIP), or Mutual Recognition Arrangements for comparable international Authorized Economic Operators (AEO).

## CONFLICTS OF INTEREST

Suppliers must not take any action or enter into any transactions with Nordstrom employees that could create or give the appearance of a conflict of interest. Suppliers must:

- Disclose to Nordstrom if it has a family or other close personal relationship with any Nordstrom employee who has influence over the Supplier’s engagement with Nordstrom.
- Not give Nordstrom employees gifts, unless they are of nominal value which is generally considered to be \$100 in a calendar year.
- Not give gifts of cash or cash equivalents (such as gift cards) to Nordstrom employees.

## PROTECT NORDSTROM INFORMATION

Suppliers may be given access to confidential Nordstrom information as part of their engagement with Nordstrom. All information about Nordstrom that is not public should be considered confidential information.

- Suppliers must have appropriate security controls in place to adequately protect Nordstrom’s confidential information and must not disclose it without Nordstrom’s prior written consent. This includes Nordstrom’s trademarks, logos and proprietary work, which may only be used to fulfill contracted services.
- Suppliers must not share with anyone at Nordstrom the confidential information of any other company if the Supplier is under a contractual or legal obligation not to share that information.

## NO CONFLICT MINERALS

Suppliers must comply with applicable laws and regulations relating to responsible sourcing, including the sourcing of tin, tantalum, tungsten or gold (“Conflict Minerals”) and diamonds.

- Suppliers must have effective due diligence in place to ensure any sourcing from the Democratic Republic of Congo or its adjoining countries do not have connections to armed conflict or human rights abuses. Suppliers must confirm the source of any tin, tantalum, tungsten or gold used in their products and provide this information to Nordstrom at its request. Suppliers must also satisfy any reporting requirements they have under U.S. law related to the use of these minerals in their products.
- Suppliers must comply with the Kimberley Process resolution, which requires that Suppliers guarantee that diamonds are conflict-free based on personal knowledge or a written guarantee provided by the Supplier and stated on all invoices.

Please refer to our [Conflict Mineral Policy](#) for more details.

## NO CULTURAL APPROPRIATION

Suppliers must not appropriate, plagiarize, steal or inappropriately use Cultural Expressions from underrepresented communities in their products, including any language or imagery used to promote the use of designs, patterns, forms, materials, words/names, or products.

“Cultural Expressions” are expressions that result from the creativity of individuals, groups or societies and that have cultural content. Please see the [Convention on the Protection and Promotion of the Diversity of Cultural Expressions](#) and Nordstrom’s Cultural Appropriation Policy for more information.

# Labor Standards

## **NO CHILD LABOR AND PROTECTIONS FOR YOUNG WORKERS**

Suppliers must have established procedures for age verification as part of their hiring process. Additionally, Suppliers must not:

- Employ anyone under the age of 15, under the minimum age as established by applicable local law, or under the age of completing compulsory education, whichever is older.
- Expose anyone under the age of 18 to any work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety, or morals of the young worker.
- Expose anyone under the age of 18 to hazardous work, as defined by ILO Convention 182 and any applicable national hazardous work lists. Please refer to ILO Conventions 138 and 182, and the UN Convention on the Rights of the Child for more information.

## **NO FORCED LABOR**

Suppliers must ensure that all workers work on a voluntary basis and are free from exploitation. Suppliers must not:

- Use involuntary labor of any kind, including prison labor; indentured labor; bonded labor; state-sponsored forced labor; labor obtained through human trafficking, coercion or slavery; labor defined as forced labor under any United States law; or labor defined as forced by the ILO forced labor indicators and accompanying guidance.
- Require workers to pay any fees or other payments to the Supplier or a third-party for the purpose of being hired or as a condition of employment or deduct or withhold such fees from wages or otherwise pass such fees on to workers.
- Withhold identity documents, financial guarantees or other valuable items as means to bind workers to employment.

Practices that restrict workers' freedom of movement or ability to voluntarily terminate employment are prohibited. Please refer to ILO Conventions 29 & 105 and [Nordstrom's Forced Labor Policy](#) for more information.

## **NO DISCRIMINATION**

Suppliers must not discriminate in any employment practices, including recruiting, hiring, compensation, discipline, termination, retirement, or promotion, on the basis of sex, race, color, national origin, social or ethnic origin, caste, union membership, religion, age, marital or partnership status, pregnancy, parental status, physical, mental, or sensory disability, political opinion, personal characteristics or beliefs, sexual orientation, gender identity or expression, or any other basis protected by local law. Please refer to ILO Conventions 100 & 111 for more information.

## **NO HARASSMENT & ABUSE**

Suppliers must treat every person with dignity and respect. Suppliers must not subject workers to corporal punishment, coercion, threats, physical, sexual, psychological, or verbal harassment, violence, or abuse. Suppliers must not use monetary fines as a disciplinary practice. Suppliers must maintain written disciplinary policies and procedures and records of disciplinary actions. Furthermore, people of all genders must be free to voice concerns to Suppliers, Nordstrom or Nordstrom-appointed staff without fear of retaliation by the Supplier. Please refer to ILO Convention 190 and UN Guiding Principles 29 & 31 for more information.

## **FAIR WAGES & BENEFITS**

Suppliers must pay all wages, overtime, and legally mandated benefits regularly, on time, with documentation and compliant wage statements in accordance with applicable laws. Suppliers must pay at least the minimum wage, the industry wage, or the wage negotiated in a collective agreement, whichever is higher. Suppliers must not deduct wages that are not provided for by applicable local law. Suppliers are encouraged to pay employees of all genders a wage that not only meets basic needs but also provides discretionary income. Please refer to ILO Conventions 95 & 131 for more information.

## **REASONABLE HOURS & OVERTIME**

A regular work week shall not exceed 48 hours. Work over 48 hours is considered overtime. Overtime work should be voluntary and compensated at the premium rate required by local law. If local law does not mandate premium rates for overtime, Suppliers must pay the internationally recognized premium rate.

Suppliers should not request overtime on a regular basis, outside of events or exceptional circumstances out of the control of the Supplier. Total working hours should not exceed the applicable legal limit or 60 hours per week, whichever is less. Suppliers must ensure their workers are not penalized, punished, or dismissed for refusing to work more than the regular work limits.

Workers should be allowed one day (24 hours) off in seven. Suppliers must keep accurate time records. Please refer to ILO Convention 14 and ILO Convention 30, Article 7.4 for more information.

## **ENSURE HEALTH & SAFETY**

Suppliers must provide safe, hygienic and healthy working conditions that comply with local laws, including health and safety standards related to building structures and facilities, electrical safety, fire safety, chemical safety, sanitation, emergency preparedness, first aid, personal protective equipment and other safety policies. Suppliers must not expose anyone to situations that are hazardous, unsafe or unhealthy, and must prevent and provide protection from accidents, injuries, and exposure to hazardous conditions and materials. Please refer to ILO Convention 187 for more information.

## **FREEDOM OF ASSOCIATION**

Suppliers must respect all workers' rights to freedom of association and collective bargaining. Suppliers must respect the right of workers to organize and engage in union activities, which includes not interfering with or restraining the exercise of their rights. Suppliers must not respond to organizing or union activities by threatening, interrogating or spying on workers or retaliating against them for exercising their rights. Any action taken to intimidate, coerce, or retaliate against workers for participation in a union or other representative organization is prohibited. Where the right to freedom of association or collective bargaining is restricted under local law, Suppliers must allow workers to engage in activities that provide similar means for independent and free association and bargaining. Please refer to ILO Conventions 87, 98, & 154 for more information.

# Environment Sustainability and Animal Welfare

## ENVIRONMENT

Suppliers must comply with all applicable environmental laws and regulations in the country where they do business, including all applicable regulations for storage, transportation and disposal of products.

- Suppliers should seek next best use alternatives to avoid the destruction of unsold goods or deadstock. Waste-to-energy programs are not an alternative, with the exception of products that pose a health or safety risk.
- Suppliers must have policies and procedures in place to manage, track, record and minimize environmental impacts to energy, air, emissions, waste, and water, and to safely store, prevent or mitigate releases of chemicals and hazardous materials.
- Suppliers must have an emergency plan that includes procedures for notifying authorities as required in case of accidental discharge or any other environmental emergency.

## Chemical Management

Suppliers must maintain a current Chemical Inventory that lists all chemicals used in the facility and the chemical supplier's name. They must:

- Ensure that the chemical and hazardous substance storage areas are maintained in an organized and safe manner, with clear and proper labeling of chemical containers.
- Segregate hazardous from non-hazardous materials and shall dispose of both types of materials in a safe and legal manner.

## PROTECT ANIMAL WELFARE

Suppliers must adhere to codes of practice that meet or exceed expectations that animals are treated ethically and responsibly, based on the internationally accepted "[Five Freedoms](#)" for animal welfare. Nordstrom does not sell products made with genuine animal fur or exotic animal skins. See our [Exotic Animal Skin and Fur Free Policy](#) for more information.

# Supporting Compliance

## **GRIEVANCE MECHANISM**

Suppliers must provide a method for workers to raise concerns to Supplier management without fear of retaliation. Suppliers are encouraged to ensure such concerns can be raised anonymously and/or confidentially if the worker so chooses. Suppliers must ensure that the grievance mechanism is accessible to all workers and must track and record employees' submissions and their resolution. See UN Guiding Principles 29 & 31 for more information.

## **INSPECTION**

Suppliers understand that Nordstrom reserves the right to audit or inspect Suppliers' practices or facilities to ensure compliance with this Partner Code of Conduct. Suppliers must be transparent, maintain accurate documentation on file and allow Nordstrom representatives and designated third-party monitors to engage in announced and unannounced monitoring activities, including confidential worker interviews to be conducted with all genders.

# Nordstrom Made Suppliers

Nordstrom Made Suppliers must adhere to the following additional provisions:

## **ENVIRONMENT**

Nordstrom Made Suppliers must not resell, donate, or destroy Nordstrom Made products without brand approval.

## **INSPECTION**

Nordstrom Made Suppliers agree that Nordstrom may conduct regular onsite inspections of all the Suppliers' factories, mills, warehouses or other subcontractors.

## **CHANGE OF CONTROL AND SUBCONTRACTING**

Nordstrom Made Suppliers must notify Nordstrom in writing if ownership, location, sale, purchase, or control of any facility that houses Nordstrom production changes. Any of the above changes requires the facility information to be updated and the facility to be audited before starting production. In addition, Nordstrom Made Suppliers must not subcontract any portion of the manufacturing process without the written approval of Nordstrom prior to starting production.

## Reporting Violations

Suppliers must immediately report to Nordstrom any violations of the Partner Code of Conduct. Suppliers who believe that a Nordstrom employee, or anyone working on Nordstrom's behalf, has engaged in illegal or otherwise improper conduct must also immediately report the matter to Nordstrom. Concerns should be reported by visiting or [www.npg.ethicspoint.com](http://www.npg.ethicspoint.com) or by calling toll-free 1.844.852.4175.