



EC DECLARATION OF CONFORMITY

EC-KONFORMITÄT SERKLÄRUNG

CERTIFICATE NO MODULE B/ ZERTIFIKATNUMMER: 150-21-01-R04
CERTIFICATE NO MODULE C2/ ZERTIFIKATNUMMER: 150-21-01-R04-02-R01

Manufacturer / Herstellerfirma: MUSK MEDİKAL TEKSTİL PLASTİK SAN.VE TİC. LTD. ŞTİ.
Address / Adresse: Baspınar, 1. OSB 83105 Nolu Cd. No: 24 Şehitkamil/GAZİANTEP/TURKEY
Web: www.muskmedikal.com Mail: info@muskmedikal.com

Product Description / Produktbezeichnung: Filtering Half Mask (Halbmaske filtern)

Filtre Grade / Filterklasse: FFP2 NR

Type- ModelName/Typ -Modellname: MUSK021

Trade Mark / Marke: MUSK

Product Colors/Produktionsfarben: White, Black, Navy Blue, Grey, Pink, Turquoise, Green, Purple, Orange, Lilac, Cream, Yellow, Burgundy, Tan, Clover (Pattern), Star (Pattern), Underwater (Pattern), Dinosaur (Pattern) / Weiß, Schwarz, Marineblau, Grau, Pink, Türkis, Grün, Lila, Orange, Flieder, Creme, Gelb, Burgund, Tan, Klee (Muster), Stern (Muster), Dinosaurier (Muster)

Product Dimensions / Produkt Größe: 112mm x 130mm Without Strap (Ohne Gummi)

Personal Protective Equipment Regulation: (Regulation (EU) 2016/425)

Verordnung Über Persönliche Schutzausrüstung: (Verordnung (EU) 2016/425)

Test Standard/s: EN 149:2001 +A1:2009 Respiratory Protective Devices (Atemschutzgeräte)

Notified Body/Bestätigte Einrichtung: MNA LABORATUVARLARI SAN.TİC.LTD. ŞTİ.

Küçükkalköy Mahallesi. Yenidoğan Cad. No:21 Ataşehir/ İstanbul/ TÜRKİYE

Our product which specified above / Unser produkt, das oben angegeben,

We declare that we produce in accordance with the personal protective equipment (PPE) regulation (2016/425/EU) and the laws, regulations and administrative provisions of the member state. *Wir erklären, dass wir in Übereinstimmung mit der Verordnung über persönliche Schutzausrüstung (PSA) (2016/425 EU) und den Gesetzen, Vorschriften und Verwaltungsbestimmungen der Mitgliedstaaten produzieren.*

This declaration was first published on 24.01.2022 and the reference will remain valid as long as there are no significant changes in harmonized standards and factory manufacturing conditions. For detailed information about the product, see the technical file. *(Diese Erklärung, wurde erstmals am 24.01.2022 veröffentlicht und die Referenz bleibt gültig, solange sich keine wesentlichen Änderungen der harmonisierten Normen und der Herstellungsbedingungen im Werk ergeben. Detaillierte Informationen zum Produkt finden Sie in der technischen Datei.*



GENERAL MANAGER
HAUPTGESCHAFTSFÜHRER
Selahattin KUTLA R



MUSK MEDİKAL
S.P.İ.S ve TİC.LTD.ŞTİ

Baspınar OSB Bölge 83105 Nolu Cad
No.24 Şehitkamil/GAZİANTEP
Sahinbey V.D. 6241299773-Tic Sicil No.5895



mna
LABORATUVARLARI

Notified Body Number: 2841

AB Tip İnceleme Sertifikası EU Type-Examination Certificate

Belge No / Certificate No : 150-21-01-R04
**Belgelendirme Tarihi - Bir Sonraki Belge Tarihi /
Certification Date / Certificate Validity Date** : 06.04.2022-08.02.2026
Belge Geçerlilik Tarihi / Document Validity Period : 5 yıl / 5 years
**Firma Unvanı ve Adresi /
Company Name and Address** :MUSK MEDİKAL TEKS. PLS. SAN. ve TİC. LTD. ŞTİ
1.Organize San. Böl. 83105 Nolu Cad. No:24 Şehitkamil /
GAZİANTEP

Ürün Adı /Modeller / Product Name / Models : MUSK021
Direktifi / Directive : 2016/425 REGULATION
Modülü/Kategori / Module / Category : B MODÜLÜ/ KATEGORİ III
MODULE B / CATEGORY III

**Teknik Değerlendirme Rapor No/
Technical Evaluation Report No** : MNA 150-21-01-R04

Ürün Tipi / Product Type:

- EN 149:2001+ A1:2009 Solunumla ilgili koruyucu cihazlar - Parçacıklara karşı koruma amaçlı filtreli yarım maskeler/ Respiratory protective devices - Filtering half masks to protect against particles

Ürünün Malzeme Bilgisi / Product Material Information: MUSK021 model ürünleri kumaş, elastik kayış, burun klipsi ve filtre katmanı kullanılarak imal edilmiştir./ MUSK021 model products are manufactured using fabric, elastic strap, nose clip, filter layer.

Revizyon nedeni/ Reason for revision: Brick, Toffee, Elephant, Red, Cement, Sand, Sky, Old Rose renkleri maske rengine eklendi. / Brick, Toffee, Elephant, Red, Cement, Sand, Sky, Old Rose colors have been added to mask colors.

Volkan AKIN
06.04.2022

Karar Verici / Approver

Okan AKEL
06.04.2022

Şirket Müdürü / General manager



MNA Laboratuvarları San. Tic.Ltd .Şti

Adres: Küçükbakkalköy Mahallesi Yenidoğan Cad.No:21 Ataşehir/ İstanbul

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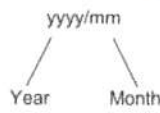

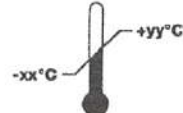

ATTACHMENTS (150-21-01-R04)

To certify the PPE product at Category III level, C2 or D module is accompanied by applying one of the conformity assessment methods along with the EU Type Examination (Module B).

Model : MUSK021

PPE SPECIFICATION	PERFORMANCE LEVELS
Classification	FFP2
Reusable / Single Shift Use	NR

PPE produced as a single unit to fit an individual user, all the necessary instructions for manufacturing such PPE on the basis of the approved basic model:

MARKING					
MANUFACTURER: MUSK MEDİKAL TEKS. PLS. SAN. ve TİC. LTD. ŞTİ					
PPE TYPE:					
- EN 149:2001+ A1:2009 Respiratory protective devices - Filtering half masks to protect against particles					
MODEL: MUSK021					
PRODUCT SIZE: Standard and small					
PICTOGRAM AND PERFORMANCE LEVELS:					
EN 149:2001+ A1:2009 FFP2 NR					
					
NB 2841		Or Condition of Storage			

MNA LABORATORIES SAN. TIC. LTD. ŞTİ declares that the above-mentioned product meets the requirements of the directive according to the EU Directive 2016/425, the safety of the product is covered by the conditions and use specified in this certificate and in the technical file.

ATTACHMENTS (150-21-01-R04)

ATTACHMENTS (150-21-01-R04)



ATTACHMENTS (150-21-01-R04)

ATTACHMENTS (150-21-01-R04)



ATTACHMENTS (150-21-01-R04)



ATTACHMENTS (150-21-01-R04)**DOCUMENTS IN THE TECHNICAL FILE**

- Basic Health Safety Requirements
- Risk Assessment
- Test Reports
- Technical Report

Report No :150-21-01-R04

Report Date :06.04.2022

Application No :150-21-01

1. COMPANY INFORMATION:

MUSK MEDİKAL TEKS. PLS. SAN. ve TİC. LTD. ŞTİ

1.Organize San. Böl. 83105 Nolu Cad. No:24 Şehitkamil/ GAZİANTEP

Tel: 0342 502 36 46

Fax: 0342 502 77 44

E-mail: info@muskmedikal.com

2. PPE INFORMATION:

Disposable and non-sterile half mask made of particulate protection filter material.

3. PPE TYPE IDENTIFICATION

EN 149:2001+A1:2009 Respiratory protective devices – Filtering half masks to protect against particles - Requirements, testing, marking

4. PPE PICTURES







MUSK021(White, Black, Navy Blue, Grey, Pink, Turquoise, Green, Purple, Orange, Lilac, Cream, Yellow, Burgundy, Tan, Brick, Toffee, Elephant, Red, Cement, Sand, Sky, Old Rose, Clover, Star, Underwater) (Standard Sizes)







MUSK021 (White, Black, Navy Blue, Grey, Pink, Turquoise, Green, Purple, Orange, Lilac, Cream, Yellow, Burgundy, Tan, Brick, Toffee, Elephant, Red, Cement, Sand, Sky, Old Rose, Clover, Star, Underwater)
(Small Sizes)

5. PPE DIMENSIONS:

MUSK021 model has been found to be produced using standard and small sizes.

6. PPE PRODUCT MATERIAL INFORMATION:

The product is made of elastic strap, nonwoven fabric on the outer and inner layers and filter material on the middle layer.

7. ESSENTIAL HEALTH AND SAFETY REQUIREMENTS

- A visual inspection was made according to EN 149:2001 +A1:2009 for ergonomics.
- Protection levels and degrees are defined by the manufacturer.
- Suitable construction materials were determined by visual inspection according to EN 149:2001 +A1:2009.
- Respiratory protective dimensions are evaluated according to EN 149:2001 +A1:2009.
- Conditioning EN 149:2001 +A1:2009 part 8.3, Penetration EN 149:2001 +A1:2009 part 8.11 (EN 13274-7), Application performance EN 149:2001 +A1:2009 part 8.4, Inward leakage EN 149:2001 +A1:2009 part 8.5, Flammability EN 149:2001 +A1:2009 part 8.6, The carbon dioxide content of the inhaled air EN 149:2001 +A1:2009 part 8.7, Inhalation resistance EN 149:2001 +A1:2009 part 8.9, Exhalation resistance EN 149:2001 +A1:2009 part 8.9 has been tested and evaluated.

8. ANALYSIS AND EVALUATIONS:

EN 149:2001 +A1:2009

TESTS	PARAMETER	PERFORMANCE LEVELS			RESULTS	PERFORMANCE LEVELS	EVALUATION
		FFP1	FFP2	FFP3			
Visual inspection	Shall also the marking and the information supplied by the manufacturer				Appropriate	-	PASS
Banned Azo Dyes	< 30 mg/kg				< 5 mg/kg (White, Black, Navy Blue, Grey, Pink, Turquoise, Green, Purple, Orange, Lilac, Cream, Yellow, Burgundy, Tan, Brick, Toffee, Elephant, Red, Cement, Sand, Sky, Old Rose, Clover, Star, Underwater)	< 30 mg/kg	PASS
Packaging	Particle filtering half mask shall be offered for sale packaged in such a way that they are protected against mechanical damage and contamination before use.				Appropriate	-	PASS
Material	When conditioned in accordance 8.3.1 & 8.3.2 the particle filter half mask shall not collapse.				Appropriate	-	PASS
Cleaning and disinfecting	After cleaning and disinfecting the re-usable particle filtering half mask shall satisfy the penetration requirement of the relevant class.				Not applicable	-	Not applicable
Practical performance	No negative comments should be made by the test subject regarding any of the criteria evaluated.				Appropriate	-	PASS
Finish of parts	Parts of the device likely to come into contact with the wearer shall have no sharp edge or burrs.				Appropriate	-	PASS
Total inward leakage	At least 46 out of the 50 individual exercise result	≤25	≤11	≤5	See the table below	FFP2	PASS
	At least 8 out of the 10 individual wearer arithmetic means	≤22	≤8	≤2	See the table below	FFP2	PASS

Total Inward Leakage (%)						
	Exercise 1	Exercise 2	Exercise 3	Exercise 4	Exercise 5	Average
Subject 1 (As received)	6,3	6,5	7,1	5,6	7,1	6,5
Subject 2 (As received)	7,0	6,4	7,0	6,7	7,1	6,8
Subject 3 (As received)	7,1	7,3	7,2	4,4	7,4	6,7
Subject 4 (As received)	6,8	4,6	7,0	7,6	7,0	6,6
Subject 5 (As received)	5,5	4,6	7,2	6,2	7,3	6,2
Subject 6 (After temperature conditioning)	6,5	4,5	7,1	7,1	6,6	6,4
Subject 7 (After temperature conditioning)	6,8	7,1	6,8	7,3	6,8	7,0
Subject 8 (After temperature conditioning)	6,8	7,0	6,7	4,5	6,6	6,3
Subject 9 (After temperature conditioning)	6,9	6,7	7,0	4,3	6,8	6,3
Subject 10 (After temperature conditioning)	7,2	6,2	5,6	5,3	6,3	6,1

Subject facial dimensions

Subject	Face Length (mm)	Face Width (mm)	Face Depth (mm)	Mouth Width (mm)
1	133	132	132	65
2	125	144	116	67
3	126	135	124	75
4	123	133	134	74
5	117	135	122	73
6	122	142	133	66
7	113	132	114	75
8	135	123	123	65
9	122	135	133	74
10	135	142	125	83

TESTS	PARAMETER	PERFORMANCE LEVELS			RESULTS	PERFORMANCE LEVELS	EVALUATION
		FFP1	FFP2	FFP3			
Penetration of filter material	Sodium chloride, 95 L/min %, max	% 20	% 6	% 1	See the table below	FFP2	PASS
	Paraffin oil, 95 L/min %, max	% 20	% 6	% 1	See the table below	FFP2	PASS

Penetration of filter material	Sodium Chloride (%)	Paraffin Oil (%)
As received	3,3	3,6
As received	3,4	3,6

As received	3,5	3,7
After the simulated wearing treatment	3,4	3,7
After the simulated wearing treatment	3,3	3,8
After the simulated wearing treatment	3,5	3,8
Mechanical strength and temperature conditioning (120 mg)	3,8	4,3
Mechanical strength and temperature conditioning (120 mg)	3,9	4,2
Mechanical strength and temperature conditioning (120 mg)	3,9	4,2

TESTS	PARAMETER	PERFORMANCE LEVELS			RESULTS	PERFORMANCE LEVELS	EVALUATION
		FFP1	FFP2	FFP3			
Compatibility with skin	Materials shall not be known to be likely to cause irritation or any other adverse effect to health				Appropriate	-	PASS
Flammibility	Mask shall not burn or not to continue to burn for more than 5 s				Flame not seen	-	PASS
Carbondioxide content of the inhalation air	Shall not exceed an average of % 1				0,63 0,72 0,76	-	PASS
Head harness	It can be donned and removed easily				Appropriate	-	PASS
Field of vision	The field of vision shall acceptable in practical performance test.				Appropriate	-	PASS
Exhalation valve(s)	It shall withstand axially a tensile force of 10 N apply for 10 s. If fitted, shall continue to operate correctly after a continuous exhalation flow of 300 L/min over a period of 30 s.				Not applicable	-	Not applicable
Breathing Resistance	Inhalation 30L/min	0,6 mbar	0,7 mbar	1 mbar	See the table below	FFP2	PASS
	Inhalation 95L/min	2,1 mbar	2,4 mbar	3 mbar	See the table below	FFP2	PASS
	Exhalation 160L/min	3 mbar	3 mbar	3 mbar	See the table below	FFP2	PASS

Breathing Resistance (mbar)	Inhalation 30L/min	Inhalation 95L/min
As received	0,2	1,4
As received	0,2	1,4
As received	0,2	1,4
After temperature conditioning	0,2	1,3
After temperature conditioning	0,3	1,3
After temperature conditioning	0,2	1,3
After the simulated wearing treatment	0,2	1,4
After the simulated wearing treatment	0,3	1,4
After the simulated wearing treatment	0,3	1,4

Breathing Resistance 160L/min (mbar)	Facing directly ahead	Facing vertically upwards	Facing vertically downwards	Lying on the left side	Lying on the right side

As received	2,7	2,7	2,7	2,7	2,6
As received	2,7	2,7	2,7	2,7	2,6
As received	2,7	2,7	2,7	2,7	2,6
After temperature conditioning	2,7	2,7	2,6	2,6	2,7
After temperature conditioning	2,7	2,7	2,6	2,6	2,7
After temperature conditioning	2,7	2,7	2,6	2,6	2,7
After the simulated wearing treatment	2,6	2,7	2,7	2,7	2,7
After the simulated wearing treatment	2,6	2,7	2,7	2,7	2,7
After the simulated wearing treatment	2,6	2,7	2,7	2,7	2,7

TESTS	PARAMETER	PERFORMANCE LEVELS			RESULTS	PERFORMANCE LEVELS	EVALUATION
		FFP1	FFP2	FFP3			
Clogging	After clogging the inhalation resistances shall not exceed. (valved)	4 mbar	5 mbar	7 mbar	Not applicable	-	Not applicable
	The exhalation resistance shall not exceed 3 mbar at 160 L/ min continuous flow. (valved)				Not applicable	-	Not applicable
	After clogging the inhalation and exhalation resistances shall not exceed. (valveless)	3 mbar	4 mbar	5 mbar	Not applicable	-	Not applicable
Demountable part	All demountable parts (if fitted) shall be readily connected and secured were possible by hand.				Not applicable	-	Not applicable
Part 9 Marking	The packaging information shall be clearly and durably marked on the smallest commercially available packaging or legible through it if the packaging is transparent.				Appropriate	-	PASS

9. DECISION PROPOSAL

Analysis and examinations MUSK021 model coded personal protective equipment; Respiratory Protective Devices EN 149:2001 +A1:2009- Filtered Half Masks for Protection Against Particles - Properties, Experiments and Marking standards are evaluated. It is recommended to be certified at the performance levels specified as a result of technical evaluations.

10. ATTACHMENTS

- Basic Health Safety Requirements
- Risk Assessment
- Test Reports (M-2021-00045, M-2021-01621, M-2022-0317)
- User Instruction

Reason for revision : Brick, Toffee, Elephant, Red, Cement, Sand, Sky, Old Rose colors have been added to mask color.

CONTROLLER : VOLKAN AKIN

SIGNATURE :

DATE : 06.04.2022



Rapor Numarası : M-2022-0317	Tarih : 2022-04-04 10:55:25	Sayfa : 1 / 3	Rev:
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Analizin Amacı	: Özel İstek
Numuneyi Gönd. Kuruluş	: MUSK MEDİKAL TEKSTİL PLASTİK SAN. VE TİC. LTD. ŞTİ.
Adres	: Basınar 1 OSB. 83105 Nolu Cd. No:24 Şehitkamil Gaziantep
Numune Kabul Tarihi	: 2022-03-31 11:32:08
Analiz Tarihi	: 2022-04-04 10:30:14
Numune Miktarı	: 150 Adet
Numune Tanımı	: MUSK021
Diğer Bilgiler	: KIRMIZI, MAVİ, KAHVERENGİ, KREM, TABA, AÇIK GRİ, KOYU GRİ, BEJ.

Yasaklı Azo Boyar Maddelerin Tayini *

Yapılan Analizler	Analiz Sonucu	Limit Değer	Method	Değerlendirme	Fiziksel Durum
Yasaklı Azo Boyar Maddelerin Tayini	Check the table for results.	< 30 mg/kg	EN ISO 14362-1 / EN ISO 17234-1	PASS	-

CAS No	Substances
92-67-1	4-aminobiphenyl
92-87-5	Benzidine
95-69-2	4-chloro-o-toluidine
91-59-8	2-naphthylamine
97-56-3	o-aminoazotoluene
99-55-8	5-nitro-o-toluidine
106-47-8	4-chloroaniline
615-05-4	2,4-diaminoanisole
101-77-9	4,4-methylenedianiline
91-94-1	3,3-dichlorobenzidine
119-90-4	3,3-dimethoxybenzidine
119-93-7	3,3-dimethylbenzidine
838-88-0	4,4-methylenediotoluidine
120-71-8	p-cresidine
101-14-4	2,2-dichloro-4,4-methylene-dianiline
101-80-4	4,4-oxydianiline
139-65-1	4,4-thiodianiline
95-53-4	o-toluidine
95-80-7	2,4-diaminotoluene

MNA LABORATUVARI ANALİZ RAPORU

Rapor Numarası : M-2022-0317	Tarih : 2022-04-04 10:55:25	Sayfa : 3 / 3	Rev:
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Deney laboratuvarı olarak faaliyet gösteren MNA Laboratuvarları, TÜRKAK 'tan AB-1183-T ile TS_EN_ISO/IEC_17025:2017 standardına göre akredite edilmiştir. Türk Akreditasyon Kurumu (TÜRKAK) deney raporlarının tanınırlığı konusunda Avrupa Akreditasyon Birliği (EA) ile çok taraflı anlaşma ve Uluslararası Laboratuvar Akreditasyon Birliği (ILAC) ile karşılıklı tanıma antlaşmasını imzalamıştır.

*Analiz akreditasyon kapsamındadır.

Not :

- 1.Bu analiz raporunun hiçbir bölümü tek başına veya ayrı ayrı kullanılamaz ve laboratuvarın yazılı izni olmadan kısmen kopyalanıp çoğaltılamaz, üçüncü şahıslara ve reklam aracı olarak kullanılamaz.
- 2.Analiz sonuçları, MNA Laboratuvarları' na firma/kurum/şahıs tarafından gönderilen ve analiz edilen numune için geçerlidir. Bütünü temsil etmeyebilir.
- 3.İmzasız ve Mühürsüz raporlar geçersizdir.
- 4.Bu analiz raporu adli-idari işlemlerde ve reklam amacıyla kullanılamaz.
- 5.Sonuçlar numunenin teslim alındığı hali için geçerlidir.
- 6.Karar kuralı belirlenmiş bir spesifikasyona uygunluğu belirtirken, ölçüm belirsizliğinin nasıl hesaba katılacağını belirleyen kuraldır. TLM-052 Karar Kuralı Uygulama talimatına göre müşteri ile mutabık kalınarak seçilen karar kuralı gerekli olması durumunda uygulanacaktır.
- 7.Limit Değerleri analiz metotlarından alınarak belirlenmiştir.
- 8.Müşteri tarafından sağlanan bilgiler sonuçların geçerliliğini etkilemesi durumunda, laboratuvar sorumlu değildir.
- 9.Deney ve/veya ölçüm sonuçları, genişletilmiş ölçüm belirsizlikleri (olması halinde) ve deney metotları bu raporun tamamlayıcı kısmı olan takip eden sayfalarda verilmektedir.
- 10.Su geçirmezlik Tayini Hidrostatik Basınç Tayini TS ISO 811(Hidrostatik Basınç Tayini Cihazı E/N:53) Analizi, Dikiş Kopma Dayanımı EN ISO 13935-2 (Mukavemet Test Cihazı E/N:50) Analizi ve sıvı kimyasal geçirmeye dayanım TS EN 659-A1 Madde 3.18 (Sıvı Kimyasal Geçirme Cihazı E/N:107) analizi şartlandırma odasında gerçekleştirilmekte olup ortam şartları için ISO 139 MADDE 3.2 koşulları (23 ± 2° C sıcaklık ve %50 ± 4 bağıl nem) uygulanır.

Selin Gergin

Numune Kabul ve Raporlama Sorumlusu

2022-04-04 10:55:17



VOLKAN AKIN
Laboratuvar Müdürü
2022-04-04 10:51:35



Erhan Üstünel

Laboratuvar Sorumlusu

2022-04-04 10:50:38





mna
LABORATUVARLARI

Notified Body Number: 2841

**CONFORMITY TO TYPE BASED ON INTERNAL PRODUCTION CONTROL PLUS SUPERVISED
PRODUCT CHECKS AT RANDOM INTERVALS (MODULE C2)**

**MODÜL C2 - ÜRETİMİN DÂHİLÎ KONTROLÜ VE ÜRÜNÜN RASTGELE
ARALIKLARLA DENETİMLİ MUAYENESİNE DAYALI TİPE UYGUNLUK**

Belge No / Certificate No : 150-21-01-R04-02-R01
**Belgelendirme Tarihi - Bir Sonraki Belge Tarihi /
Certification Date / Certificate Validity Date** : 24.05.2022-17.05.2023
Belge Geçerlilik Tarihi / Document Validity Period : 1 yıl / 1 years
**Firma Unvanı ve Adresi /
Company Name and Address** : MUSK MEDİKAL TEKS. PLS. SAN. ve TİC.
LTD. ŞTİ
1.Organize San. Böl. 83105 Nolu Cad. No:24
Şehitkamil / GAZİANTEP
Marka / Model / Brand / Model : MUSK021
Direktifi / Directive : 2016/425 REGULATION
Modülü/Kategori / Module / Category : C2 MODÜLÜ/ KATEGORİ III
MODULE C2 / CATEGORY III
**Teknik Değerlendirme Rapor No/
Technical Evaluation Report No** : MNA 150-21-01-R04-02-R01

Ürün Tipi / Product Type:

- EN 149:2001+ A1:2009 Solunumla ilgili koruyucu cihazlar - Parçacıklara karşı koruma amaçlı filtrelili yarım maskele/ Respiratory protective devices - Filtering half masks to protect against particles

Ürünün Malzeme Bilgisi / Product Material Information: MUSK021 model ürünleri kumaş, elastik kayış, burun klipsi ve filtre katmanı kullanılarak imal edilmiştir./ MUSK021 model products are manufactured using fabric, elastic strap, nose clip, filter layer.

Revizyon Nedeni / Reason for Revision : Teknik değerlendirme rapor no revize edilmiştir. / Technical evaluation report no has been revised.

Volkan AKIN

24.05.2022

Karar Verici / Approver

Okan AKEL

24.05.2022

Şirket Müdürü / General Manager



Notified Body Number: 2841

Report No : 150-21-01-R04-02-R01

Report Date : 24.05.2022

Application No : 150-21-01-R04-02-R01

1. COMPANY INFORMATION:

MUSK MEDİKAL TEKS. PLS. SAN. ve TİC. LTD. ŞTİ

1.Organize San. Böl. 83105 Nolu Cad. No:24 Şehitkamil/ GAZİANTEP

Tel: 0342 502 36 46

Fax: 0342 502 77 44

E-mail: info@muskmedikal.com

2. PPE INFORMATION:

Disposable and non-sterile half mask made of particulate protection filter material.

3. PPE TYPE IDENTIFICATION

EN 149:2001+A1:2009 Respiratory protective devices – Filtering half masks to protect against particles - Requirements, testing, marking

4. PPE PICTURES



**CONFORMITY TO TYPE BASED ON INTERNAL
PRODUCTION CONTROL PLUS SUPERVISED PRODUCT
CHECK AT RANDOM INTERVALS
(MODULE C2, ANNEX VII) (150-21-01-R04-02-R01)**



**CONFORMITY TO TYPE BASED ON INTERNAL
PRODUCTION CONTROL PLUS SUPERVISED PRODUCT
CHECK AT RANDOM INTERVALS
(MODULE C2, ANNEX VII) (150-21-01-R04-02-R01)**



MUSK021(White; Black, Navy Blue, Grey, Pink, Turquoise, Green, Purple, Orange, Lilac, Cream, Yellow, Burgundy, Tan, Brick, Toffee, Elephant, Red, Cement, Sand, Sky, Old Rose, Clover, Star, Underwater) (Standard Sizes)



**CONFORMITY TO TYPE BASED ON INTERNAL
PRODUCTION CONTROL PLUS SUPERVISED PRODUCT
CHECK AT RANDOM INTERVALS
(MODULE C2, ANNEX VII) (150-21-01-R04-02-R01)**



**CONFORMITY TO TYPE BASED ON INTERNAL
PRODUCTION CONTROL PLUS SUPERVISED PRODUCT
CHECK AT RANDOM INTERVALS
(MODULE C2, ANNEX VII) (150-21-01-R04-02-R01)**



MUSK021 (White, Black, Navy Blue, Grey, Pink, Turquoise, Green, Purple, Orange, Lilac, Cream, Yellow, Burgundy, Tan, Brick, Toffee, Elephant, Red, Cement, Sand, Sky, Old Rose, Clover, Star, Underwater)
(Small Sizes)

5. PPE DIMENSIONS:

MUSK021 model has been found to be produced using standard and small size.

**CONFORMITY TO TYPE BASED ON INTERNAL
PRODUCTION CONTROL PLUS SUPERVISED PRODUCT
CHECK AT RANDOM INTERVALS
(MODULE C2, ANNEX VII) (150-21-01-R04-02-R01)**

6. PPE PRODUCT MATERIAL INFORMATION:

The mask is made of elastic strap, nonwoven fabric on the outer and inner layers and filter material on the middle layer.

7. ESSENTIAL HEALTH AND SAFETY REQUIREMENTS

- A visual inspection was made according to EN 149:2001 +A1:2009 for ergonomics.
- Protection levels and degrees are defined by the manufacturer.
- Suitable construction materials were determined by visual inspection according to EN 149:2001 +A1:2009.

8. ANALYSIS EVALUATION AND MARKING:

EN 149:2001 +A1:2009

TESTS	PARAMETER	PERFORMANCE LEVELS			RESULTS	PERFORMANCE LEVELS	EVALUATION
		FFP1	FFP2	FFP3			
Part 7.3 Visual inspection	Shall also the marking and the information supplied by the manufacturer				Appropriate	-	PASS
Banned Azo Dyes	< 30 mg/kg				< 5 mg/ kg	-	PASS
Part 7.4 Packaging	Particle filtering half mask shall be offered for sale packaged in such a way that they are protected against mechanical damage and contamination before use.				Appropriate	-	PASS
Part 7.5 Material	When conditioned in accordance 8.3.1 & 8.3.2 the particle filter half mask shall not collapse.				Appropriate	-	PASS
Part 7.6 Cleaning and disinfecting	After cleaning and disinfecting the re-usable particle filtering half mask shall satisfy the penetration requirement of the relevant class.				Not applicable	-	Not applicable
Part 7.7 Practical performance	No negative comments should be made by the test subject regarding any of the criteria evaluated.				Appropriate	-	PASS
Part 7.8 Finish of parts	Parts of the device likely to come into contact with the wearer shall have no sharp edge or burrs.				Appropriate	-	PASS

TESTS	PARAMETER	PERFORMANCE LEVELS			RESULTS	PERFORMANCE LEVELS	EVALUATION
		FFP1	FFP2	FFP3			
Part 7.9.1 Total inward leakage	At least 46 out of the 50 individual exercise result	≤25	≤11	≤5	See the table below	FFP2	PASS
	At least 8 out of the 10 individual wearer arithmetic means	≤22	≤8	≤2	See the table below	FFP2	PASS

**CONFORMITY TO TYPE BASED ON INTERNAL
PRODUCTION CONTROL PLUS SUPERVISED PRODUCT
CHECK AT RANDOM INTERVALS
(MODULE C2, ANNEX VII) (150-21-01-R04-02-R01)**

Notified Body Number: 2841

Total Inward Leakage (%)						
	Exercise 1	Exercise 2	Exercise 3	Exercise 4	Exercise 5	Average
Subject 1 (As received)	5,1	7,0	6,8	7,6	6,2	6,5
Subject 2 (As received)	6,9	6,4	7,4	9,4	7,4	7,5
Subject 3 (As received)	6,6	6,1	7,2	10,1	8,1	7,6
Subject 4 (As received)	7,7	8,1	6,0	9,5	9,7	8,2
Subject 5 (As received)	7,9	5,1	7,2	9,4	7,4	7,4
Subject 6 (After temperature conditioning)	7,3	7,7	4,9	9,9	9,1	7,8
Subject 7 (After temperature conditioning)	7,5	8,3	7,1	7,3	9,4	7,9
Subject 8 (After temperature conditioning)	6,8	7,1	8,3	7,2	8,1	7,5
Subject 9 (After temperature conditioning)	6,7	6,9	6,8	7,3	8,7	7,3
Subject 10 (After temperature conditioning)	7,5	6,7	6,5	8,8	6,8	7,3

Subject facial dimensions

Subject	Face Length (mm)	Face Width (mm)	Face Depth (mm)	Mouth Width (mm)
1	120	145	105	61
2	128	155	112	68
3	110	128	105	55
4	123	140	133	57
5	116	128	99	58
6	120	130	91	56
7	138	151	119	65
8	110	130	96	55
9	120	131	85	58
10	135	142	125	83

TESTS	PARAMETER	PERFORMANCE LEVELS			RESULTS	PERFORMANCE LEVELS	EVALUATION
		FFP1	FFP2	FFP3			
Part 7.9.2 Penetration of filter material	Sodium chloride, 95 L/min % , max	% 20	% 6	% 1	See the table below	FFP2	PASS
	Paraffin oil, 95 L/min % , max	% 20	% 6	% 1	See the table below	FFP2	PASS

Penetration of filter material	Sodium Chloride (%)	Paraffin Oil (%)
As received	1,8	2,0
As received	1,7	1,9
As received	1,7	2,0
After the simulated wearing treatment	1,8	1,8
After the simulated wearing treatment	1,8	2,0
After the simulated wearing treatment	1,8	1,9

**CONFORMITY TO TYPE BASED ON INTERNAL
PRODUCTION CONTROL PLUS SUPERVISED PRODUCT
CHECK AT RANDOM INTERVALS**

Notified Body Number: 2841

(MODULE C2, ANNEX VII) (150-21-01-R04-02-R01)

Mechanical strength and temperature conditioning (120mg)	2,5	2,8
Mechanical strength and temperature conditioning (120mg)	2,4	2,8
Mechanical strength and temperature conditioning (120mg)	2,5	2,9

TESTS	PARAMETER	PERFORMANCE LEVELS			RESULTS	PERFORMANCE LEVELS	EVALUATION
		FFP1	FFP2	FFP3			
Part 7.10 Compatibility with skin	Materials shall not be known to be likely to cause irritation or any other adverse effect to health				Appropriate	-	PASS
Part 7.11 Flammibility	Mask shall not burn or not to continue to burn for more than 5 s				Flame not seen	-	PASS
Part 7.12 Carbondioxide content of the inhalation air	Shall not exceed an average of % 1				0,77 0,71 0,79	-	PASS
Part 7.13 Head harness	It can be donned and removed easily				Appropriate	-	PASS
Part 7.14 Field of vision	The field of vision shall acceptable in practical performance test.				Appropriate	-	PASS
Part 7.15 Exhalation valve(s)	It shall withstand axially a tensile force of 10 N apply for 10 s. If fitted, shall continue to operate correctly after a continuous exhalation flow of 300 L/min over a period of 30 s.				Not applicable	-	Not applicable

TESTS	PARAMETER	PERFORMANCE LEVELS			RESULTS	PERFORMANCE LEVELS	EVALUATION
		FFP1	FFP2	FFP3			
Part 7.16 Breathing Resistance	Inhalation 30L/min	0,6 mbar	0,7 mbar	1,0 mbar	See the table below	FFP2	PASS
	Inhalation 95L/min	2,1 mbar	2,4 mbar	3,0 mbar	See the table below	FFP2	PASS
	Exhalation 160L/min	3,0 mbar	3,0 mbar	3,0 mbar	See the table below	FFP2	PASS

Breathing Resistance (mbar)	Inhalation 30L/min	Inhalation 95L/min
As received	0,5	1,7
As received	0,5	1,7
As received	0,5	1,8
After temperature conditioning	0,4	1,6
After temperature conditioning	0,3	1,7
After temperature conditioning	0,3	1,6
After the simulated wearing treatment	0,5	1,6
After the simulated wearing treatment	0,4	1,7
After the simulated wearing treatment	0,4	1,7

**CONFORMITY TO TYPE BASED ON INTERNAL
PRODUCTION CONTROL PLUS SUPERVISED PRODUCT
CHECK AT RANDOM INTERVALS**

Notified Body Number: 2841

(MODULE C2, ANNEX VII) (150-21-01-R04-02-R01)

Breathing Resistance 160L/min (mbar)	Facing directly ahead	Facing vertically upwards	Facing vertically downwards	Lying on the left side	Lying on the right side
As received	2,8	2,8	2,7	2,7	2,7
As received	2,7	2,8	2,7	2,7	2,8
As received	2,8	2,8	2,8	2,8	2,8
After temperature conditioning	2,6	2,7	2,6	2,7	2,7
After temperature conditioning	2,7	2,7	2,6	2,7	2,7
After temperature conditioning	2,6	2,6	2,6	2,6	2,7
After the simulated wearing treatment	2,8	2,7	2,7	2,7	2,8
After the simulated wearing treatment	2,8	2,8	2,8	2,8	2,8
After the simulated wearing treatment	2,7	2,7	2,7	2,7	2,7

TESTS	PARAMETER	PERFORMANCE LEVELS			RESULTS	PERFORMANCE LEVELS	EVALUATION
		FFP1	FFP2	FFP3			
Part 7.17 Clogging	After clogging the inhalation resistances shall not exceed. (valved)	4 mbar	5 mbar	7 mbar	Not applicable	-	Not applicable
	The exhalation resistance shall not exceed 3 mbar at 160 L/ min continuous flow. (valved)				Not applicable	-	Not applicable
	After clogging the inhalation and exhalation resistances shall not exceed. (valveless)	3 mbar	4 mbar	5 mbar	Not applicable	-	Not applicable
Part 7.18 Demountable part	All demountable parts (if fitted) shall be readily connected and secured were possible by hand.				Not applicable	-	Not applicable
Part 9 Marking	The packaging information shall be clearly and durably marked on the smallest commercially available packaging or legible through it if the packaging is transparent.				Appropriate	-	PASS

9. DECISION

Analysis and examinations MUSK021 model coded personal protective equipment; Respiratory Protective Devices EN 149:2001 +A1:2009- Filtered Half Masks for Protection Against Particles - Properties, Experiments and Marking standards are evaluated. The homogeneity of the production was monitored at the performance levels determined as a result of the technical evaluations made within the scope of MODULE C2.



Notified Body Number: 2841

**CONFORMITY TO TYPE BASED ON INTERNAL
PRODUCTION CONTROL PLUS SUPERVISED PRODUCT
CHECK AT RANDOM INTERVALS
(MODULE C2, ANNEX VII) (150-21-01-R04-02-R01)**

10. ATTACHMENTS

- Basic Health Safety Requirements
- Risk Assessment
- Test Reports (M-2022-0436, M-2022-0437)
- User Instruction

Reason for Revision : Technical evaluation report no has been revised.

CONTROLLER : VOLKAN AKIN

SIGNATURE :

DATE : 24.05.2022

MNA LABORATORY ANALYSIS REPORT

AB-1183-T

M-2022-0437

05-22

Report Nu. : M-2022-0437	Date : 2022-05-24 13:27:50	Page : 1 / 3	Rev:
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Purpose of Analysis	: Special request
Sample Send Org.	: MUSK MEDİKAL TEKSTİL PLASTİK SAN. VE TİC. LTD. ŞTİ.
Address	: Baspınar 1 OSB. 83105 Nolu Cd. No:24 Şehitkamil Gaziantep
Sample Acceptance Date	: 2022-05-13 10:01:49
Analysis Date	: 2022-05-13 11:31:41
Sample Quantity	: 80 Pieces
Sample Description	: MUSK021
Other informations	:

Banned Azo Dyes *

Tests	Analysis result	Limit Value	Method	Evaluation	Physical Condition
Banned Azo Dyes	Check the table for results.	< 30 mg/kg	EN ISO 14362-1 / EN ISO 17234-1	PASS	-

CAS No	Substances
92-67-1	4-aminobiphenyl
92-87-5	Benzidine
95-69-2	4-chloro-o-toluidine
91-59-8	2-naphthylamine
97-56-3	o-aminoazotoluene
99-55-8	5-nitro-o-toluidine
106-47-8	4-chloroaniline
615-05-4	2,4-diaminoanisole
101-77-9	4,4-methylenedianiline
91-94-1	3,3-dichlorobenzidine
119-90-4	3,3-dimethoxybenzidine
119-93-7	3,3-dimethylbenzidine
838-88-0	4,4-methylenediotoluidine
120-71-8	p-cresidine
101-14-4	2,2-dichloro-4,4-methylene-dianiline
101-80-4	4,4-oxydianiline
139-65-1	4,4-thiodianiline
95-53-4	o-toluidine
95-80-7	2,4-diaminotoluene

**MNA LABORATORY
ANALYSIS REPORT**

AB-1183-T

M-2022-0437

05-22

Report Nu. : M-2022-0437	Date : 2022-05-24 13:27:50	Page : 2 / 3	Rev:
137-17-7	2,4,5-trimethylaniline		
90-04-0	o-anisidine		
60-09-3	4-aminoazobenzene		

Part of Sample	Results(mg/kg)
Color1+Color2+Color3	<5
color4+color5+color6	<5
color7+color8+color9	<5
color10+color11+color12	<5
color13+color14+color15	<5
color16+color17+color18	<5
color19+color20+color21	<5

MNA LABORATORY ANALYSIS REPORT

Report Nu. : M-2022-0437	Date : 2022-05-24 13:27:50	Page : 3 / 3	Rev:
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Operating as a test laboratory, MNA Laboratories is accredited by TÜRKAK according to AB-1183-T and TS EN ISO/IEC 17025:2017 standards has been done. A multilateral agreement with the European Accreditation Association (EA) on the recognition of the Turkish Accreditation Agency (TÜRKAK) test reports and It has signed a mutual recognition agreement with the International Laboratory Accreditation Association (ILAC).

*The analysis is within the scope of accreditation.

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3. Unsigned and Unsealed reports are invalid.
4. This analysis report cannot be used in judicial-administrative proceedings and for advertising purposes.
5. Results are valid for the sample received.
6. A decision rule is a rule that determines how measurement uncertainty is to be taken into account when specifying compliance with a specified specification. TLM-052 Decision Rule According to the implementation instruction, the decision rule chosen in agreement with the customer will be applied if necessary.
7. Limit Values are determined by taking from analysis methods.
8. The laboratory is not responsible if the information provided by the CUSTOMER affects the validity of the results.
9. Test and / or measurement results, expanded measurement uncertainties (if any) and test methods are given in the following pages, which are the supplementary part of this certificate.
10. Water Repellency Determination Hydrostatic Pressure Determination T S ISO 811 (Hydrostatic Pressure Tester E / N: 53) Analysis, Seam Strength EN ISO 13965-2 (Strength Test Device E / N: 50) Analysis and resistance to liquid chemical permeation TS EN 659 -A1 Part 3.18 (Liquid Chemical Transfer Device E / N: 107) Analysis is carried out in the conditioning room and ISO 139 PART 3.2 conditions (23 ± 2 ° C temperature and $50 \pm 4\%$ relative humidity) are applied for ambient conditions.

Selin Gergin

Sample Acceptance and Reporting Officer

2022-05-24 11:57:58

Erhan Üstünel

Laboratuvar Sorumlusu

2022-05-24 13:27:43



VOLKAN AKIN
Laboratuvar Müdürü
2022-05-24 13:21:34



MNA LABORATORY ANALYSIS REPORT

Report Nu. : M-2022-0436	Date : 2022-05-24 13:27:29	Page : 1 / 5	Rev:
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Purpose of Analysis	: Special request
Sample Send Org.	: MUSK MEDİKAL TEKSTİL PLASTİK SAN. VE TİC. LTD. ŞTİ.
Address	: Baspınar 1 OSB. 83105 Nolu Cd. No:24 Şehitkamil Gaziantep
Sample Acceptance Date	: 2022-05-13 10:01:01
Analysis Date	: 2022-05-13 11:31:47
Sample Quantity	: 80 Pieces
Sample Description	: MUSK021
Other informations	:

Penetration Of Filter Material

Tests	Analysis result	Limit Value	Method	Evaluation	Physical Condition
Penetration Of Filter Material	Check the table for results.	FFP1 \leq 20 FFP2 \leq 6 FFP3 \leq 1	EN 149+A1 Part 8.11, EN 13274-7	PASS(FFP2)	-

	Sodium Chloride (%)	Paraffin Oil (%)
As received 1	1,8	2,0
As received 2	1,7	1,9
As received 3	1,7	2,0
After the simulated wearing treatment 1	1,8	1,8
After the simulated wearing treatment 2	1,8	2,0
After the simulated wearing treatment 3	1,8	1,9
Mechanical strength and temperature conditioning (120 mg) 1	2,5	2,8
Mechanical strength and temperature conditioning (120 mg) 2	2,4	2,8
Mechanical strength and temperature conditioning (120 mg) 3	2,5	2,9

Carbon Dioxide Content Of The Inhalation Air

Tests	Analysis result	Limit Value	Method	Evaluation	Physical Condition
Carbon Dioxide Content Of The Inhalation Air	Check the table for results.	Maximum %1	EN 149+A1 Part 8.7	PASS(FFP2)	-

MNA LABORATORY ANALYSIS REPORT

Report Nu. : M-2022-0436	Date : 2022-05-24 13:27:29	Page : 2 / 5	Rev:
--------------------------	----------------------------	--------------	------

	CO2 (%)
Sample 1	0,77
Sample 2	0,71
Sample 3	0,79

Breathing Resistance

Tests	Analysis result	Limit Value	Method	Evaluation	Physical Condition
Breathing Resistance	Check the table for results.	Check the table for limits	EN 149+A1 Part 8.9	PASS(FFP2)	-

Classification	30 L/min max basınç (mbar)	95 L/min max basınç (mbar)	160 L/min max basınç (mbar)
FFP1	0,6	2,1	3,0
FFP2	0,7	2,4	3,0
FFP3	1,0	3,0	3,0

Inhalation	30 L/min	95 L/min
As received 1	0,5	1,7
As received 2	0,5	1,7
As received 3	0,5	1,8
After temperature conditioning 1	0,4	1,6
After temperature conditioning 2	0,3	1,7
After temperature conditioning 3	0,3	1,6
After the simulated wearing treatment 1	0,5	1,6
After the simulated wearing treatment 2	0,4	1,7
After the simulated wearing treatment 3	0,4	1,7
After the flow conditioning 1	-	-
After the flow conditioning 2	-	-
After the flow conditioning 3	-	-

Exhalation 160L/min	Facing directly ahead	Facing vertically upwards	Facing vertically downwards	Lying on the left side	Lying on the right side
As received 1	2,8	2,8	2,7	2,7	2,7
As received 2	2,7	2,8	2,7	2,7	2,8

MNA LABORATORY ANALYSIS REPORT

Report Nu. : M-2022-0436	Date : 2022-05-24 13:27:29	Page : 3 / 5	Rev:
--------------------------	----------------------------	--------------	------

As received 3	2,8	2,8	2,8	2,8	2,8
After temperature conditioning 1	2,6	2,7	2,6	2,7	2,7
After temperature conditioning 2	2,7	2,7	2,6	2,7	2,7
After temperature conditioning 3	2,6	2,6	2,6	2,6	2,7
After the simulated wearing treatment 1	2,8	2,7	2,7	2,7	2,8
After the simulated wearing treatment 2	2,8	2,8	2,8	2,8	2,8
After the simulated wearing treatment 3	2,7	2,7	2,7	2,7	2,7
After the flow conditioning 1	-	-	-	-	-
After the flow conditioning 2	-	-	-	-	-
After the flow conditioning 3	-	-	-	-	-

Total Inward Leakage

Tests	Analysis result	Limit Value	Method	Evaluation	Physical Condition
Total Inward Leakage	Check the table for results.	Check the table for limits	EN 149+A1 Part 8.5	PASS(FFP2)	-

	At least 46 out of the 50 individual exercise result shall be not greater than	At least 8 out of the 10 individual wearer arithmetic means shall be not greater than
FFP1	≤25	≤22
FFP2	≤11	≤8
FFP3	≤5	≤2

	Exercise 1	Exercise 2	Exercise 3	Exercise 4	Exercise 5	Average
Subject 1 (As received)	5,1	7,1	6,8	7,6	6,2	6,5
Subject 2 (As received)	6,9	6,4	7,4	9,4	7,4	7,5
Subject 3 (As received)	6,6	6,1	7,2	10,1	8,1	7,6
Subject 4 (As received)	7,7	8,1	6,0	9,5	9,7	8,2

**MNA LABORATORY
ANALYSIS REPORT**

Report Nu. : M-2022-0436	Date : 2022-05-24 13:27:29	Page : 4 / 5	Rev:
--------------------------	----------------------------	--------------	------

Subject 5 (As received)	7,9	5,1	7,2	9,4	7,4	7,4
Subject 6 (After temperature conditioning)	7,3	7,7	4,9	9,9	9,1	7,8
Subject 7 (After temperature conditioning)	7,5	8,3	7,1	7,3	9,4	7,9
Subject 8 (After temperature conditioning)	6,8	7,1	8,3	7,2	8,1	7,5
Subject 9 (After temperature conditioning)	6,7	6,9	6,8	7,3	8,7	7,3
Subject 10 (After temperature conditioning)	7,5	6,7	6,5	8,8	6,8	7,3

Flammability

Tests	Analysis result	Limit Value	Method	Evaluation	Physical Condition
Flammability	Flame not seen.	Shall not burn for more than 5 sec after removal from the flame	EN 13274-4	PASS(FFP2)	-

MNA LABORATORY ANALYSIS REPORT

Report Nu. : M-2022-0436	Date : 2022-05-24 13:27:29	Page : 5 / 5	Rev:
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*The analysis is within the scope of accreditation.

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3. Unsigned and Unsealed reports are invalid.
4. This analysis report cannot be used in judicial-administrative proceedings and for advertising purposes.
5. Results are valid for the sample received.
6. A decision rule is a rule that determines how measurement uncertainty is to be taken into account when specifying compliance with a specified specification. TLM-052 Decision Rule According to the implementation instruction, the decision rule chosen in agreement with the customer will be applied if necessary.
7. Limit Values are determined by taking from analysis methods.
8. The laboratory is not responsible if the information provided by the CUSTOMER affects the validity of the results.
9. Test and / or measurement results, expanded measurement uncertainties (if any) and test methods are given in the following pages, which are the supplementary part of this certificate.
10. Water Repellency Determination Hydrostatic Pressure Determination T S ISO 811 (Hydrostatic Pressure Tester E / N: 53) Analysis, Seam Strength EN ISO 13965-2 (Strength Test Device E / N: 50) Analysis and resistance to liquid chemical permeation TS EN 659 -A1 Part 3.18 (Liquid Chemical Transfer Device E / N: 107) Analysis is carried out in the conditioning room and ISO 139 PART 3.2 conditions (23 ± 2 ° C temperature and $50 \pm 4\%$ relative humidity) are applied for ambient conditions.

Selin Gergin

Sample Acceptance and Reporting Officer

2022-05-24 13:22:50

Erhan Üstünel

Laboratuvar Sorumlusu

2022-05-24 13:27:19



VOLKAN AKIN
Laboratuvar Müdürü
2022-05-24 13:21:49



MUSK MEDIKAL TEKSTIL PLASTIK SANAYI

TEST REPORT

SCOPE OF WORK

Test conducted according to the request by applicant for:

1. Protective Devices - Filtering Half Masks

REPORT NUMBER

SINH21800053-2

ISSUE DATE

23-Mar-2021

[REVISED DATE]

N/A

PAGES

24

DOCUMENT CONTROL NUMBER

GFT-OP-10h Non-SAC (8-July-2020)

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The sample referred to in this report was conducted on specific items only, at our client's request.

TEST REPORT

Issued: 22-Mar-2021

Intertek Report No. SINH21800053-2

Company: Musk Medikal Tekstil Plastik Sanayi
Ve Ticaret Limited Sirketi
1 Organize Sanayi Bolgesi
83105 Nolu Cad. No: 24, 27620
Sehitkamil/Gaziantep, Turkey

Contact: Murat Kutlar
Email: murat@zeugmainternational.com

Subject: Protective Devices - Filtering Half Mask Test of FFP2 Mask

Dear Mr. Murat,

This test report for FFP Mask represents the results of our evaluation of the below referenced product(s) to the requirements contained in the following standards:

TEST METHODS AND STANDARDS

1. Protective Devices-Filtering Half Mask (EN 149:2001+A1:2009)

The test was performed by an approved subcontractor laboratory which is part of the Intertek Group.

SAMPLE #	SAMPLE RECEIVED	STYLE #	COLOR	CONDITION
1	FFP2 Mask Product Registration Number: 2163-PPE- 851/01	MUSK001 (Manufacturer: Musk Medikal Tekstil Plastik Sanayi ve Ticaret Limited Sirketi)	White	Original

TESTED: 20-Feb-2021 to 08-Mar-2021

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TEST REPORT



Figure 1. FFP2 Mask - MUSK001

TEST REPORT**SUMMARY**

EN 149:2001+A1:2009		
No.	Test Item	Conclusion
1	Visual inspection	Pass
2	Material	Pass#
3	Cleaning and disinfection	N/A
4	Practical performance	Pass
5	Finish of parts	Pass
6	Total inward leakage	Pass
7	Penetration of filter material	Pass
8	Compatibility with skin	Pass
9	Flammability	Pass
10	Carbon dioxide content	Pass
11	Head harness	Pass
12	Field of vision	Pass
13	Exhalation valve	N/A
14	Exhalation valve flow	N/A
15	Exhalation valve pull	N/A
16	Breathing resistance	Pass
17	Clogging test	N/A
18	Demountable parts	N/A

Note:

Pass: Complied with the requirement

N/A : Not applicable

N/C: Not conducted

Fail : Failed

#: Based on the Declaration of Conformity provided by client.

All the tests were carried out at ambient temperature of 16-32°C, unless otherwise specified.

TEST REPORT

TEST RESULTS

1. Protective Devices – Filtering Half Masks

(EN 149-2001+A1:2009)

Test Item	Test Requirements	Test Clause	Results	Verdict	
Clause	Requirements				
Visual inspection*	7.3	8.2	Mask appearance should be clean, shape intact, the surface must not be damaged, stains.	Pass	Pass
			Masks and boxes are marked with easy-to-identify and well-marked.	Pass	
			Information supplied by the manufacturer shall accompany every smallest commercially available package.	Pass	
			Information supplied by the manufacturer shall be at least in the official language(s) of the country of destination.	Pass	
			The information supplied by the manufacturer shall contain all information necessary for trained and qualified persons on application/limitations; the meaning of any colour coding; checks prior to use; donning, fitting; use; maintenance (e.g. cleaning, disinfecting), if applicable; storage; the meaning of any symbols/pictograms used; of the equipment.	Pass	
			The information shall be clear and comprehensible. If helpful, illustrations, part numbers, marking shall be added.	Pass	
			Warning shall be given against problems likely to be encountered, for example: fit of particle filtering half mask (check prior to use); it is unlikely that the requirements for leakage will be achieved if facial hair passes under the face seal; air quality (contaminants, oxygen deficiency); use of equipment in explosive atmosphere.	Pass	
			The information shall provide recommendations as to when the particle filtering half mask shall be discarded.	Pass	
			For devices marked "NR", a warning shall be given that the particle filtering half mask shall not be used for more than one shift.	Pass	

TEST REPORT

	7.4	The following information shall be clearly and durably marked on the smallest commercially available packaging or legible through it if the packaging is transparent.		-	
		The name, trademark or other means of identification of the manufacturer or supplier.		Pass	
		Type-identifying marking.		Pass	
		Classification: The appropriate class (FFP1, FFP2 or FFP3) followed by a single space and then: "NR" if the particle filtering half mask is limited to single shift use only. Example: FFP3 NR, or "R" if the particle filtering half mask is re-usable. Example: FFP2 R D.		Pass	
		The number and year of publication of this European Standard.		Pass	
		At least the year of end of shelf life. The end of shelf life may be informed by a pictogram as shown in Figure 12a, where yyyy/mm indicates the year and month.		Pass	
		The sentence 'see information supplied by the manufacturer', at least in the official language(s) of the country of destination, or by using the pictogram as shown in Figure 12b.		Pass	
		The manufacturer's recommended conditions of storage (at least the temperature and humidity) or equivalent pictogram, as shown in Figures 12c and 12d.		Pass	
		The packaging of those particle filtering half masks passing the dolomite clogging test shall be additionally marked with the letter "D". This letter shall follow the classification marking preceded by a single space. Example FFP2 R D.		Pass	

TEST REPORT

	7.5	After undergoing the conditioning described in 8.3.1 none of the particle filtering half masks shall have suffered mechanical failure of the facepiece or straps.		Pass	
		When conditioned in accordance with 8.3.1 and 8.3.2 the particle filtering half mask shall not collapse.		Pass	
	7.6	If the particle filtering half mask is designed to be re-usable, the materials used shall withstand the cleaning and disinfecting agents and procedures to be specified by the manufacturer.		N/A	
	7.15	A particle filtering half mask may have one or more exhalation valve(s), which shall function correctly in all orientations.		N/A	
		If an exhalation valve is provided it shall be protected against or be resistant to dirt and mechanical damage and may be shrouded or may include any other device that may be necessary for the particle filtering half mask to comply with 7.9.		N/A	
7.18	All demountable parts (if fitted) shall be readily connected and secured, where possible by hand.	N/A			
Material#*	7.5	Materials used shall be suitable to withstand handling and wear over the period for which the particle filtering half mask is designed to be used.	8.2	Pass	Pass#
		After undergoing the conditioning described in 8.3.1 none of the particle filtering half masks shall have suffered mechanical failure of the facepiece or straps.		Pass	
		When conditioned in accordance with 8.3.1 and 8.3.2 the particle filtering half mask shall not collapse.		Pass	
		Any material from the filter media released by the air flow through the filter shall not constitute a hazard or nuisance for the wearer.		Pass	
Cleaning and disinfection*	7.6	If the particle filtering half mask is designed to be re-usable, the materials used shall withstand the cleaning and disinfecting agents and procedures to be specified by the manufacturer.	Manufacturer's information	-	N/A
		With reference to 7.9.2, after cleaning and disinfecting the re-usable particle filtering half mask shall satisfy the penetration requirement of the relevant class.	8.11	-	N/A

TEST REPORT

Practical Performance*	7.7	The particle filtering half mask shall undergo Practical performance tests under realistic conditions. These general tests serve the purpose of checking the equipment for imperfections that cannot be determined by the tests described elsewhere in this standard.	8.4	See Annex 1	Pass									
		Where practical performance tests show the apparatus has imperfections related to wearer's acceptance, the test house shall provide full details of those parts of the practical performance tests which revealed these imperfections.												
Finish of parts	7.8	Parts of the device likely to come into contact with the wearer shall have no sharp edges or burrs.	8.2	-	Pass									
Total inward leakage	7.9.1	The laboratory tests shall indicate that the particle filtering half mask can be used by the wearer to protect with high probability against the potential hazard to be expected. The total inward leakage consists of three components: face seal leakage, exhalation valve leakage (if exhalation valve fitted) and filter penetration.	8.5	See Annex 2	Pass									
		For particle filtering half masks fitted in accordance with the manufacturer's information, at least 46 out of the 50 individual exercise results (i.e. 10 subjects x 5 exercises) for total inward leakage shall be not greater than 25 % for FFP1 11 % for FFP2 5 % for FFP3 and, in addition, at least 8 out of the 10 individual wearer arithmetic means for the total inward leakage shall be not greater than 22 % for FFP1 8 % for FFP2 2 % for FFP3												
Penetration of filter material*	7.9.2	The penetration of the filter of the particle filtering half mask shall meet the requirements of Table 1.	8.11	See Annex 7	Pass									
		<p style="text-align: center;">Table 1 Penetration of filter material</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Classification</th> <th colspan="2">Maximum penetration of test aerosol</th> </tr> <tr> <th>Sodium chloride test 95L/min %, max.</th> <th>Paraffin oil test 95L/min %, max.</th> </tr> </thead> <tbody> <tr> <td>FFP1</td> <td style="text-align: center;">20</td> <td style="text-align: center;">20</td> </tr> <tr> <td>FFP2</td> <td style="text-align: center;">6</td> <td style="text-align: center;">6</td> </tr> <tr> <td>FFP3</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>				Classification	Maximum penetration of test aerosol		Sodium chloride test 95L/min %, max.	Paraffin oil test 95L/min %, max.	FFP1	20	20	FFP2
Classification	Maximum penetration of test aerosol													
	Sodium chloride test 95L/min %, max.	Paraffin oil test 95L/min %, max.												
FFP1	20	20												
FFP2	6	6												
FFP3	1	1												

TEST REPORT

Compatibility with skin*	7.10	Materials that may come into contact with the wearer's skin shall not be known to be likely to cause irritation or any other adverse effect to health.	8.4, 8.5	See Annex 3	Pass
Flammability	7.11	The material used shall not present a danger for the wearer and shall not be of highly flammable nature. When tested, the particle filtering half mask shall not burn or not to continue to burn for more than 5 s after removal from the flame.	8.6	See Annex 4 Pass	Pass
Carbon dioxide content	7.12	The carbon dioxide content of the inhalation air (dead space) shall not exceed an average of 1.0 % (by volume).	8.7	See Annex 5	Pass
Head harness*	7.13	The head harness shall be designed so that the particle filtering half mask can be donned and removed easily.	8.4, 8.5	-	Pass
		The head harness shall be adjustable or self-adjusting and shall be sufficiently robust to hold the particle filtering half mask firmly in position and be capable of maintaining total inward leakage requirements for the device.			Pass
Field of vision*	7.14	The field of vision is acceptable if determined so in practical performance tests.	8.4	See Annex 1	Pass
Exhalation valve*	7.15	A particle filtering half mask may have one or more exhalation valve(s), which shall function correctly in all orientations. If an exhalation valve is provided it shall be protected against or be resistant to dirt and mechanical damage and may be shrouded or may include any other device that may be necessary for the particle filtering half mask to comply with 7.9.	8.5, 8.2	-	N/A
Exhalation valve flow*	7.15	Exhalation valve(s), if fitted, shall continue to operate correctly after a continuous exhalation flow of 300 l/min over a period of 30 s.	8.3.4, 8.2	-	N/A
Exhalation valve pull*	7.15	When the exhalation valve housing is attached to the faceblank, it shall withstand axially a tensile force of 10 N applied for 10 s.	8.8, 8.2	-	N/A

TEST REPORT

Breathing resistance	7.16	The breathing resistances apply to valved and valveless particle filtering half masks and shall meet the requirements of Table 2.	8.9	See Annex 6	Pass																	
		<p style="text-align: center;">Table 2 Breathing resistance</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th rowspan="3">Classification</th> <th colspan="3">Maximum permitted resistance(mbar)</th> </tr> <tr> <th colspan="2">Inhalation</th> <th>exhalation</th> </tr> <tr> <th>30L/min</th> <th>95L/min</th> <th>160L/min</th> </tr> </thead> <tbody> <tr> <td>FFP1</td> <td>0.6</td> <td>2.1</td> <td>3.0</td> </tr> <tr> <td>FFP2</td> <td>0.7</td> <td>2.4</td> <td>3.0</td> </tr> <tr> <td>FFP3</td> <td>1.0</td> <td>3.0</td> <td>3.0</td> </tr> </tbody> </table>				Classification	Maximum permitted resistance(mbar)			Inhalation		exhalation	30L/min	95L/min	160L/min	FFP1	0.6	2.1	3.0	FFP2	0.7	2.4
Classification	Maximum permitted resistance(mbar)																					
	Inhalation		exhalation																			
	30L/min	95L/min	160L/min																			
FFP1	0.6	2.1	3.0																			
FFP2	0.7	2.4	3.0																			
FFP3	1.0	3.0	3.0																			
Clogging test*	7.17	For single shift use devices, the clogging test is an optional test. For re-usable devices the test is mandatory. Devices designed to be resistant to clogging, shown by a slow increase of breathing resistance when loaded with dust, shall be subjected to the treatment described in 8.10. The specified breathing resistances shall not be exceeded before the required dust load of 833 mg·h/m ³ is reached.	8.10	-	N/A																	
		<p>Valved particle filtering half masks After clogging the inhalation resistances shall not exceed -FFP1: 4 mbar -FFP2: 5 mbar -FFP3: 7 mbar at 95 l/min continuous flow; The exhalation resistance shall not exceed 3 mbar at 160 l/min continuous flow.</p>																				
		<p>Valveless particle filtering half masks After clogging the inhalation and exhalation resistances shall not exceed -FFP1: 3 mbar -FFP2: 4 mbar -FFP3: 5 mbar at 95 l/min continuous flow.</p>																				
		All types (valved and valveless) of particle filtering half masks claimed to meet the clogging requirement shall also meet the requirements given in 7.9.2, for the Penetration test according to EN 13274-7, after the clogging treatment.	8.10	-	N/A																	
Demountable parts*	7.18	All demountable parts (if fitted) shall be readily connected and secured, where possible by hand.	8.2	-	N/A																	

Remark:

* This test item is subcontracted to a CNAS-accredited organization with Registration No.: L7673.

#: Based on the Declaration of Conformity provided by client.

TEST REPORT

Annex 1 (Clause 8.4 Practical Performance)

Practical Performance				
Temperature: 21.5 °C, Humidity: 39%		Result		Verdict
Item	Content	#1	#2	
Walking test	Head harness comfort	Comfortable to wear	Comfortable to wear	Pass
	Security of fastenings	Secure	Secure	
	Field of vision	Wide vision	Wide vision	
	Other comments	No other discomfort	No other discomfort	
Work simulation test	Head harness comfort	Comfortable to wear	Comfortable to wear	Pass
	Security of fastenings	Secure	Secure	
	Field of vision	Wide vision	Wide vision	
	Other comments	No other discomfort	No other discomfort	

Remark:
 Walking test:
 The subjects wearing normal working clothes and wearing the particle filtering half mask shall walk at a regular rate of 6 km/h on a level course. The tests were continuous, without removal of the particle filtering half mask, for a period of 10 min.
 Work simulation test:
 a) walking on the level with headroom of (1,3 ± 0,2) m for 5 min;
 b) crawling on the level with headroom of (0,70 ± 0,05) m for 5 min;
 c) filling a small basket with chippings or other suitable material from a hopper which stands 1,5 m high and has an opening at the bottom to allow the contents to be shoveled out and a further opening at the top where the basket full of chippings is returned.
 The subject shall stoop or kneel as he wishes and fill the basket with chippings. He shall then lift the basket and empty the contents back into the hopper. This shall be done 20 times in 10 min.

TEST REPORT

Annex 2 (Clause 8.5 Leakage)

Total inward leakage							
Subjects		TIL _{exercise} (%)					TIL _{wearer} (%)
		1)	2)	3)	4)	5)	
A.R.	#1	6.6	6.7	5.9	7.4	6.0	6.5
	#2	6.8	8.2	7.1	6.7	5.5	6.8
	#3	6.1	8.6	9.5	6.5	5.4	7.2
	#4	4.8	7.8	7.7	5.6	6.0	6.4
	#5	6.1	10.6	9.7	9.6	6.6	8.5
T.C.	#6	4.5	6.0	6.9	5.4	5.7	5.7
	#7	8.4	9.3	10.3	8.1	6.0	8.4
	#8	5.7	6.5	6.9	9.2	5.9	6.9
	#9	5.4	5.3	5.4	7.0	4.7	5.6
	#10	4.4	5.5	5.7	14.7	7.0	7.4

Remark:

- 1) walking for 2 min without head movement or talking;
- 2) turning head from side to side (approx. 15 times), as if inspecting the walls of a tunnel for 2 min;
- 3) moving the head up and down (approx. 15 times), as if inspecting the roof and floor for 2 min;
- 4) reciting the alphabet or an agreed text out loud as if communicating with a colleague for 2 min;
- 5) walking for 2 min without head movement or talking.

Item	Requirement	Result	Verdict
Individual exercise (TIL _{exercise} ≤ 11%)	≥ 46	49	Pass
Individual Wearer (TIL _{wearer} ≤ 8%)	≥ 8	8	Pass

TEST REPORT

Annex 3 (Clause 8.5 Compatibility with Skin in Leakage Test)

Compatibility with skin					
Subjects		Comments reported by the wearer			
		Fit	Comfort	Odor	Burr
A.R.	#1	YES	YES	No	No
	#2	YES	YES	No	No
	#3	YES	YES	No	No
	#4	YES	YES	No	No
	#5	YES	YES	No	No
T.C.	#6	YES	YES	No	No
	#7	YES	YES	No	No
	#8	YES	YES	No	No
	#9	YES	YES	No	No
	#10	YES	YES	No	No
<p>Remark: Fit: Ask each test subject 'Does the mask fit?' Comfort: Ask each test subject 'Is the mask comfortable to wear?' Odor: Ask each test subject 'Is there any peculiar smell when wearing masks?' Burr: Ask each test subject 'Is there burr in the mask?' Irritation and any other adverse effect to health were declared by the applicant.</p>					

TEST REPORT

Annex 4 (Clause 8.6 Flammability)

Flammability					
Sample No.		Unit	Requirement	Result	Verdict
A.R.	#1	s	Not burn or not to continue to burn for more than 5s	0	Pass
	#2			0	Pass
T.C.	#3			0	Pass
	#4			0	Pass
Remark: "0" means not burn.					

TEST REPORT**Annex 5 (Clause 8.7 Carbon Dioxide Content of the Inhalation Air)**

Carbon dioxide content					
Sample No.		Unit	Requirement	Result	Verdict
A.R.	#1	%	-	0.9	-
	#2		-	0.9	-
	#3		-	0.9	-
	Average		≤1.0	0.9	Pass

TEST REPORT

Annex 6 (Clause 8.9 Breathing Resistance)

Breathing resistance						
Sample No.			Unit	Requirement	Result	Verdict
A.R.	#1	Inhalation (30L/min)	mbar	≤0.7	0.5	Pass
	#2	Inhalation (95L/min)		≤2.4	1.5	Pass
	#3	Exhalation (160L/min)		≤3.0	2.3	Pass
S.W.	#4	Inhalation (30L/min)		≤0.7	0.5	Pass
	#5	Inhalation (95L/min)		≤2.4	1.5	Pass
	#6	Exhalation (160L/min)		≤3.0	2.2	Pass
T.C.	#7	Inhalation (30L/min)		≤0.7	0.5	Pass
	#8	Inhalation (95L/min)		≤2.4	1.5	Pass
	#9	Exhalation (160L/min)		≤3.0	2.1	Pass

Remark:

Exhalation resistance were measured with the dummy head successively placed in 5 defined positions:

- facing directly ahead
- facing vertically upwards
- facing vertically downwards
- lying on the left side
- lying on the right side

TEST REPORT

Annex 7 (Clause 8.11 Penetration of Filter Material)

Penetration of filter material							
Aerosol	Sample No.		Unit	Requirement	Result		Verdict
					After 3min	Exposure	
Sodium chloride	A.R.	#1	%	FFP2≤6	1.13	-	Pass
		#2			1.41	-	
		#3			1.31	-	
	S.W.	#4			1.40	-	
		#5			1.46	-	
		#6			1.40	-	
	M.S.+T.C.	#7			2.27	2.27	
		#8			1.96	1.96	
		#9			1.86	1.86	
Paraffin oil	A.R.	#1	%	FFP2≤6	0.00	-	Pass
		#2			0.00	-	
		#3			0.00	-	
	S.W.	#4			2.70	-	
		#5			2.75	-	
		#6			2.85	-	
	M.S.+T.C.	#7			2.80	2.80	
		#8			2.43	2.43	
		#9			2.37	2.37	

TEST REPORT

Annex 8

Summary of requirements and test				
Title	Requirement clause	No. of samples	Conditioning	Test clause
Visual inspection	7.3, 7.4, 7.5, 7.6, 7.15, 7.18	All	-	8.2
Material	7.5	6	S.W. (3) T.C (3)	8.2
Cleaning and disinfection	7.6	5	A.R. (5)	Manufacturer's information
Practical performance	7.7	2	A.R. (2)	8.4
Total inward leakage	7.9.1	10	A.R. (5), T.C. (5)	8.5
Penetration of filter material	7.9.2	9 (for each aerosol)	A.R. (3), S.W. (3), (M.S. + T.C. + C.D.) (3)	8.11
Compatibility with skin	7.10	10	A.R. (5), T.C. (5)	8.4, 8.5
Flammability	7.11	4	A.R. (2), T.C. (2)	8.6
Carbon dioxide content	7.12	3	A.R. (3)	8.7
Head harness	7.13	10	A.R. (5), T.C. (5)	8.4, 8.5

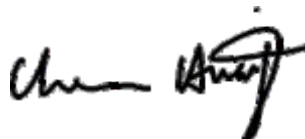
TEST REPORT

Field of vision	7.14	2	A.R. (2)	8.4
Exhalation valve	7.15	10	A.R. (5), T.C. (5)	8.5, 8.2
Exhalation valve flow	7.15	3	A.R. (1), T.C. (2)	8.3.4, 8.2
Exhalation valve pull	7.15	3	A.R. (1), M.S. (1), T.C. (1)	8.8, 8.2
Breathing resistance (valved devices)	7.16	12	A.R. (3), S.W. (3), T.C. (3), F.C. (3)	8.9
Breathing resistance (valveless devices)	7.16	9	A.R. (3), S.W. (3), T.C. (3)	8.9
Clogging test (optional for FFP1 + FFP2 + FF P3 single shift use devices only)	7.17	3	A.R. (1), T.C. (2)	8.10
Demountable parts	7.18	All	A.R.	8.2
<p>Remark:</p> <p>Abbreviations:</p> <p>A.R. As received</p> <p>M.S Mechanical strength</p> <p>S.W. Simulated wearing treatment</p> <p>T.C. Temperature conditioned</p> <p>F.C. Flow conditioned</p> <p>C.D. Cleaning and Disinfecting, if applicable</p>				

TEST REPORT



Joice Anne Bengzon Pena
Laboratory Executive



Dr. Chen Huayi
Assistant General Manager

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End of Test Report

TEST REPORT

This Report is issued based on following conditions:

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2. This report shall not be reproduced except in full without prior authorization from Intertek Testing Services Singapore Pte Ltd.
3. The services are provided subject to terms and condition of the company, which can be furnished upon request.
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REPORT REVISIONS

Date/ Proj#	Project Handler/ Reviewer	Description of Change
		None

TEST REPORT

INTERTEK TERMS AND CONDITIONS

These terms and conditions, together with any proposal, estimate or fee quote, form the agreement between you (the Client) and the Intertek entity (Intertek) providing the services contemplated therein.

1. INTERPRETATION

- 1.1 In this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:
- (a) **Affiliate** shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;
 - (b) **Agreement** means this agreement entered into between Intertek and the Client;
 - (c) **Charges** shall have the meaning given in Clause 5.3;
 - (d) **Confidential Information** means all information in whatever form or manner presented which: (a) is disclosed pursuant to, or in the course of the provision of Services pursuant to, this Agreement; and (b) (i) is disclosed in writing, electronically, visually, orally or otherwise howsoever and is marked, stamped or identified by any means as confidential by the disclosing party at the time of such disclosure; and/or (ii) is information, howsoever disclosed, which would reasonably be considered to be confidential by the receiving party.
 - (e) **Intellectual Property Right(s)** means copyrights, trademarks, patents, patent applications (including the right to apply for a patent), service marks, design rights trade secrets and other rights (whether registered or unregistered), howsoever existing;
- Report(s)** shall mean any memoranda, laboratory data, calculations, measurements, estimates, notes, certificates and other material prepared by the Supplier in the course of providing the Services to the Customer, together with status summaries or any other communication in any form describing the results of any work or services performed;
- (f) **Services** means the services set out in any relevant Intertek Proposal, any relevant Client purchase order, or any relevant Intertek invoice, as applicable, and may comprise or include the provision by Intertek of a Report;
 - (g) **Proposal** means the description of our Services, and an estimate of our Charges, if applicable, provided to the Client by Intertek;
- 1.2 The headings in this Agreement do not affect its interpretation.
- ### 2. THE SERVICES
- 2.1 Intertek shall provide the Services to the Client in accordance with the terms of this Agreement which is expressly incorporated into any Proposal Intertek has made and submitted to the Client.
- 2.2 In the event of any inconsistency between the terms of this Agreement and the Proposal, the terms of the Proposal shall take precedence.
- 2.3 The Services provided by Intertek under this Agreement and any Report shall be only for the Client's use and benefit.
- 2.4 The Client acknowledges and agrees that if in providing the Services Intertek is obliged to deliver a Report to a third party, Intertek shall be deemed irrevocably authorised to deliver such Report to the applicable third party. For the purposes of this clause an obligation shall arise on the instructions of the Client, or where, in the reasonable opinion of Intertek, it is implicit from the circumstances, trade, custom, usage or practice.
- 2.5 The Client acknowledges and agrees that any Services provided and/or Reports produced by Intertek are done so within the limits of the scope of work agreed with the Client in relation to the Proposal and pursuant to the Client's specific instructions or, in the absence of such instructions, in accordance with any relevant trade custom, usage or practice. The Client further agrees and acknowledges that the Services are not necessarily designed or intended to address all matters of quality, safety, performance or condition of any product, material, services, systems or processes tested, inspected or certified and the scope of work does not necessarily reflect all standards which may apply to product, material, services, systems or process tested, inspected or certified. The Client understands that reliance on any Reports issued by Intertek is limited to the facts and representations set out in the Reports which represent Intertek's review and/or analysis of facts, information, documents, samples and/or other materials in existence at the time of the performance of the Services only.
- 2.6 Client is responsible for acting as it sees fit on the basis of such Report. Neither Intertek nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such Report.
- 2.7 In agreeing to provide the Services pursuant to this Agreement, Intertek does not abridge, abrogate or undertake to discharge any duty or obligation of the Client to any other person or any duty or obligation of any person to the Client.
- ### 3. INTERTEK'S WARRANTIES
- 3.1 Intertek warrants exclusively to the Client:
- (a) that it has the power and authority to enter into this Agreement and that it will comply with relevant legislations and regulations in force as at the date of this Agreement in relation to the provision of the Services;
 - (b) that the Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by other companies providing like services under similar circumstances;
 - (c) that it will take reasonable steps to ensure that whilst on the Client's premises its personnel comply with any health and safety rules and regulations and other reasonable security requirements made known to Intertek by the Client in accordance with Clause 4.3(f);
 - (d) that the Reports produced in relation to the Services will not infringe any legal rights (including Intellectual Property Rights) of any third party. This warranty shall not apply where the infringement is directly or indirectly caused by Intertek's reliance on any information, samples or other related documents provided to Intertek by the Client (or any of its agents or representatives).
- 3.2 In the event of a breach of the warranty set out in Clause 3.1 (b), Intertek shall, at its own expense, perform services of the type originally performed as may be reasonably required to correct any defect in Intertek's performance.
- 3.3 Intertek makes no other warranties, express or implied. All other warranties, conditions and other terms implied by statute or common law (including but not limited to any implied warranties of merchantability and fitness for purpose) are, to the fullest extent permitted by law, excluded from this Agreement. No performance, deliverable, oral or other information or advice provided by Intertek (including its agents, sub-contractors, employees or other representatives) will create a warranty or otherwise increase the scope of any warranty provided.
- ### 4. CLIENT WARRANTIES AND OBLIGATIONS
- 4.1 The Client represents and warrants:
- (a) that it has the power and authority to enter into this Agreement and procure the provision of the Services for itself;
 - (b) that it is securing the provision of the Services hereunder for its own account and not as an agent or broker, or in any other representative capacity, for any other person or entity;
 - (c) that any information, samples and related documents it (or any of its agents or representatives) supplies to Intertek (including its agents, sub-contractors and employees) is, true, accurate representative, complete and is not misleading in any respect. The Client further acknowledges that Intertek will rely on such information, samples or other related documents and materials provided by the Client (without any duty to confirm or verify the accuracy or completeness thereof) in order to provide the Services;
 - (d) that any samples provided by the Client to Intertek will be shipped pre-paid and will be collected or disposed of by the Client (at the Client's cost) within thirty (30) days after testing unless alternative arrangements are made by the Client. In the event that such samples are not collected or disposed of by the Client within the required thirty (30) days period, Intertek reserves the right to destroy the samples, at the Client's cost; and

- (e) that any information, samples or other related documents (including without limitation certificates and reports) provided by the Client to Intertek will not, in any circumstances, infringe any legal rights (including Intellectual Property Rights) of any third party.
- 4.2 In the event that the Services provided relate to any third party, the Client shall cause any such third party to acknowledge and agree to the provisions in this Agreement and the Proposal prior to and as a condition precedent to such third party receiving any Reports or the benefit of any Services.
- 4.3 The Client further agrees:
- (a) to co-operate with Intertek in all matters relating to the Services and appoint a manager in relation to the Services who shall be duly authorised to provide instructions to Intertek on behalf of the Client and to bind the Client contractually as required;
 - (b) to provide Intertek (including its agents, sub-contractors and employees), at its own expense, any and all samples, information, material or other documentation necessary for the execution of the Services in a timely manner sufficient to enable Intertek to provide the Services in accordance with this Agreement. The Client acknowledges that any samples provided may become damaged or be destroyed in the course of testing as part of the necessary testing process and undertakes to hold Intertek harmless from any and all responsibility for such alteration, damage or destruction; that it is responsible for providing the samples/equipment to be tested together, where appropriate, with any specified additional items, including but not limited to connecting pieces, fuse-links, etc;
 - (d) to provide Intertek (including its agents, sub-contractors and employees) with access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided;
 - (f) prior to Intertek attending any premises for the performance of the Services, to inform Intertek of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided;
 - (g) to notify Intertek promptly of any risk, safety issues or incidents in respect of any item delivered by the Client, or any process or systems used at its premises or otherwise necessary for the provision of the Services;
 - (h) to inform Intertek in advance of any applicable import/ export restrictions that may apply to the Services to be provided, including any instances where any products, information or technology may be exported/ imported to or from a country that is restricted or banned from such transaction;
 - (i) in the event of the issuance of a certificate, to inform and advise Intertek immediately of any changes during the term of the certificate which may have a material impact on the accuracy of the certification;
 - (j) to obtain and maintain all necessary licenses and consents in order to comply with relevant legislation and regulation in relation to the Services;
 - (k) that it will not use any Reports issued by Intertek pursuant to this Agreement in a misleading manner and that it will only distribute such Reports in their entirety;
 - (l) in no event, will the contents of any Reports or any extracts, excerpts or parts of any Reports be distributed or published without the prior written consent of Intertek (such consent not to be unreasonably withheld) in each instance; and
 - (m) that any and all advertising and promotional materials or any statements made by the Client will not give a false or misleading impression to any third party concerning the services provided by Intertek.
- 4.4 Intertek shall be neither in breach of this Agreement nor liable to the Client for any breach of this Agreement if and to the extent that its breach is a direct result of a failure by the Client to comply with its obligations as set out in this Clause 4. The Client also acknowledges that the impact of any failure by the Client to perform its obligations set out herein on the provision of the Services by Intertek will not affect the Client's obligations under this Agreement for payment of the Charges pursuant to Clause 5 below.
- ### 5. CHARGES, INVOICING AND PAYMENT
- 5.1 The parties agree that the Services are provided on the terms and subject to the conditions set out or referred to in this Agreement, and that this Agreement shall take precedence over any terms and conditions which the Client has provided or may in the future provide to Intertek, whether in a purchase order or any other document.
- 5.2 Upon submission of samples or any other testing material or commencement of the Services, from the Client to Intertek shall be deemed to be conclusive evidence of the Client's acceptance of this Agreement.
- 5.3 The Client shall pay Intertek the charges as set out in any proposal or otherwise agreed in writing (the Charges).
- 5.4 If pricing factors, such as salaries and/or rates are subject to change between the conclusion date of the Contract and the completion date of the Contract, Intertek has the right to adjust the Charges accordingly.
- 5.5 The Charges are expressed exclusive of any applicable taxes. The Client shall pay any applicable taxes on the Charges at the rate and in the manner prescribed by law, within thirty (30) days of the issue by Intertek of a valid invoice
- 5.6 The Client agrees that it will reimburse Intertek for any expenses incurred by Intertek relating to the provision of the Services and is wholly responsible for any freight or customs clearance fees relating to any testing samples.
- 5.7 The Charges represent the total fees to be paid by the Client for the Services pursuant to this Agreement. Any additional work performed by Intertek will be charged on a time and material basis.
- 5.8 Intertek will issue an electronic invoice to the Client each month as the Services progress. An electronic invoice may be sent by email and will be deemed to have been delivered to the Client upon receipt of such email. Intertek is under no obligation to fulfil any request by the Client for a paper copy to be sent by post. Any invoice sent by post will include a £25 administration fee and the paper invoice must be paid by the Client within the credit terms referred to in 5.9 above.
- 5.9 If Intertek believes that the Client's financial position and/or payment performance justifies such action, Intertek has the right to demand that the Client immediately furnish security or additional security in a form to be determined by Intertek and/or make an advance payment. If the Client fails to furnish the desired security, Intertek has the right, without prejudice to its other rights, to immediately suspend the further execution of all or any part of the Services, and any Charges for any part of the Services which has already been performed shall become immediately due and payable.
- 5.10 If the Client fails to pay within the period referred to in 5.3 above, it is in default of its payment obligation and this Agreement after having been reminded by Intertek at least once that payment is due within a reasonable period. In that case, the Client is liable to pay interest on the credit balance with effect from the date on which the payment became due until the date of payment. The interest rate applied is deemed to be the Bank of England base rate plus 5%. In addition, all collection costs incurred after the Client's default, both judicial and extrajudicial, are for the Client's account. The extrajudicial costs are set at an amount equal to least 10% of the principal plus interest, without prejudice to Intertek's right to collect the actual extrajudicial costs in excess of this amount. The judicial costs comprise all costs incurred by Intertek, even if they exceed the Bank of England base rate.
- 5.11 If the Client objects to the contents of the invoice, details of the objection must be raised with Intertek within seven (7) days of receipt of electronic invoice, otherwise the invoice will be deemed to have been accepted. Any such objections do not exempt the Client from its obligation to pay within the period referred to in 5.9 above.
- 5.12 Any request by the Client for certain information to be included in or appended to the invoice must be made at the time of setting out the Proposal. A later request by the Client for changes to the agreed format of the invoice or supplementary information will not discharge the Client from its obligation to pay within the period referred to in 5.9 above. Intertek reserves the right to charge a £25 administration fee per invoice for issuing additional copies of invoices or amending invoice detail, format or structure from that agreed in the Proposal. Intertek maintains the right to reject such an invoicing amendment



TEST REPORT



- request and such a rejection by Intertek of the Client's request will not exempt the Client from its obligation to pay within the period referred to in 5.9 above.
- 5.13 If actions by the Client delay completion of the Services, Intertek has the right to invoice the Client for the cost of all Services provided to date. In such a scenario the Client agrees to pay this invoice within thirty (30) days of the invoice date.
- 6. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION**
- 6.1 All Intellectual Property Rights belonging to a party prior to entry into this Agreement shall remain vested in that party..
- 6.2 Any use by the Client (or its Affiliates) of the name "Intertek" or any of Intertek's trademarks or brand names for any marketing, media or publication purposes must be prior approved in writing by Intertek. Intertek reserves the right to terminate this Agreement immediately as a result of any such unauthorised use.
- 6.3 In the event of provision of certification services, Client agrees and acknowledges that the use of certification marks may be subject to national and international laws and regulations.
- 6.4 All Intellectual Property Rights in any Reports, document, graphs, charts, photographs or any other material (in whatever medium) produced by Intertek pursuant to this Agreement shall belong to Intertek. The Client shall have the right to use any such Reports, document, graphs, charts, photographs or other material for the purposes of this Agreement.
- 6.5 The Client agrees and acknowledges that Intertek retains any and all proprietary rights in concepts, ideas and inventions that may arise during the preparation or provision of any Report (including any deliverables provided by Intertek to the Client) and the provision of the Services to the Client.
- 6.6 Both parties shall observe all statutory provisions with regard to data protection including but not limited to the provisions of the General Data Protection Regulation 2016/679 ("GDPR") and shall comply with all applicable requirements of the GDPR.
- 7. CONFIDENTIALITY**
- 7.1 Where a party (the **Receiving Party**) obtains Confidential Information of the other party (the **Disclosing Party**) in connection with this Agreement (whether before or after the date of this Agreement) it shall, subject to Clauses 7.2 to 7.4:
- (a) keep that Confidential Information confidential, by applying the standard of care that it uses for its own Confidential Information;
- (b) use that Confidential Information only for the purposes of performing obligations under this Agreement; and
- (c) not disclose that Confidential Information to any third party without the prior written consent of the Disclosing Party.
- 7.2 The Receiving Party may disclose the Disclosing Party's Confidential Information on a "need to know" basis:
- (a) to any legal advisers and statutory auditors that it has engaged for itself;
- (b) to any regulator having regulatory or supervisory authority over its business;
- (c) to any director, officer or employee of the Receiving Party provided that, in each case, the Receiving Party has first advised that person of the obligations under Clause 7.1 and ensured that the person is bound by obligations of confidence in respect of the Confidential Information no less onerous than those set out in this Clause 7; and
- (d) where the Receiving Party is Intertek, to any of its subsidiaries, Affiliates or subcontractors.
- 7.3 The provisions of Clauses 7.1 and 7.2 shall not apply to any Confidential Information which:
- (a) was already in the possession of the Receiving Party prior to its receipt from the Disclosing Party without restriction on its use or disclosure;
- (b) is or becomes public knowledge other than by breach of this Clause 6.6;
- (c) is received by the Receiving Party from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
- (d) is independently developed by the Receiving Party without access to the relevant Confidential Information.
- 7.4 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law, any regulatory authority or the rules of any stock exchange on which the Receiving Party is listed, provided that the Receiving Party has given the Disclosing Party prompt written notice of the requirement to disclose and where possible given the Disclosing Party a reasonable opportunity to prevent the disclosure through appropriate legal means.
- 7.5 Each party shall ensure the compliance by its employees, agents and representatives (which, in the case of Intertek, includes procuring the same from any sub-contractors) with its obligations under this Clause 7.
- 7.6 No licence of any Intellectual Property Rights is given in respect of any Confidential Information solely by the disclosure of such Confidential Information by the Disclosing Party.
- 7.7 With respect to archival storage, the Client acknowledges that Intertek may retain in its archive for the period required by its quality and assurance processes, or by the testing and certification rules of the relevant accreditation body, all materials necessary to document the Services provided.
- 8. AMENDMENT**
- 8.1 No amendment to this Agreement shall be effective unless it is in writing, expressly stated to amend this Agreement and signed by an authorised signatory of each party.
- 9. FORCE MAJEURE**
- 9.1 Neither party shall be liable to the other for any delay in performing or failure to perform any obligation under this Agreement to the extent that such delay or failure to perform is a result of:
- (a) war (whether declared or not), civil war, riots, revolution, acts of terrorism, military action, sabotage and/or piracy;
- (b) natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning; explosions and fires;
- (c) strikes and labour disputes, other than by any one or more employees of the affected party or of any supplier or agent of the affected party; or
- (d) failures of utilities companies such as providers of telecommunication, internet, gas or electricity services.
- 9.2 For the avoidance of doubt, where the affected party is Intertek any failure or delay caused by failure or delay on the part of a subcontractor shall only be a Force Majeure Event (as defined below) where the subcontractor is affected by one of the events described above.
- 9.3 A party whose performance is affected by an event described in Clause 9.1 (a **Force Majeure Event**) shall:
- (a) promptly notify the other party in writing of the Force Majeure Event and the cause and the likely duration of any consequential delay or non-performance of its obligations;
- (b) use all reasonable endeavours to avoid or mitigate the effect of the Force Majeure Event and continue to perform or resume performance of its affected obligations as soon as reasonably possible; and
- (c) continue to provide Services that remain unaffected by the Force Majeure Event.
- 9.4 If the Force Majeure Event continues for more than sixty (60) days after the day on which it started, each party may terminate this Agreement by giving at least ten (10) days' written notice to the other party.
- 10. LIMITATIONS AND EXCLUSIONS OF LIABILITY**
- 10.1 neither party excludes or limits liability to the other party:
- (a) for death or personal injury resulting from the negligence of that party or its directors, officers, employees, agents or sub-contractors; or
- (b) for its own fraud (or that of its directors, officers, employees, agents or sub-contractors).
- 10.2 SUBJECT TO CLAUSE 10.1, THE MAXIMUM AGGREGATE LIABILITY OF INTERTEK IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR ANY BREACH OF THIS AGREEMENT OR ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THE SERVICES TO BE PROVIDED IN ACCORDANCE WITH THIS AGREEMENT SHALL BE THE TOTAL VALUE OF CHARGES UNDER THIS AGREEMENT.
- 10.3 INTERTEK SHALL NOT BE LIABLE TO THE CLIENT IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR ANY:
- (a) LOSS OF PROFITS;
- (b) LOSS OF SALES OR BUSINESS;
- (c) LOSS OF OPPORTUNITY (INCLUDING WITHOUT LIMITATION IN RELATION TO THIRD PARTY AGREEMENTS OR CONTRACTS);
- (d) LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION;
- (e) LOSS OF ANTICIPATED SAVINGS;
- (f) COST OR EXPENSES INCURRED IN RELATION TO MAKING A PRODUCT RECALL;
- (g) LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION; OR
- (h) ANY INDIRECT, CONSEQUENTIAL LOSS, PUNITIVE OR SPECIAL LOSS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).
- 10.4 ANY CLAIM BY THE CLIENT AGAINST INTERTEK (ALWAYS SUBJECT TO THE PROVISIONS OF THIS CLAUSE 10) MUST BE MADE WITHIN NINETY (90) DAYS AFTER THE CLIENT BECOMES AWARE OF ANY CIRCUMSTANCES GIVING RISE TO ANY SUCH CLAIM. FAILURE TO GIVE SUCH NOTICE OF CLAIM WITHIN NINETY (90) DAYS SHALL CONSTITUTE A BAR OR IRREVOCABLE WAIVER TO ANY CLAIM, EITHER DIRECTLY OR INDIRECTLY, IN CONTRACT, TORT OR OTHERWISE IN CONNECTION WITH THE PROVISION OF SERVICES UNDER THIS AGREEMENT.
- 11. INDEMNITY**
- 11.1 The Client shall indemnify and hold harmless Intertek, its officers, employees, agents, Affiliates, contractors and sub-contractors from and against any and all claims, suits, liabilities (including costs of litigation and attorney's fees) arising, directly or indirectly, out of or in connection with:
- (a) any claims or suits by any governmental authority or others for any actual or asserted failure of the Client to comply with any law, ordinance, regulation, rule or order of any governmental or judicial authority;
- (b) claims or suits for personal injuries, loss of or damage to property, economic loss, and loss of or damage to Intellectual Property Rights incurred by or occurring to any person or entity and arising in connection with or related to the Services provided hereunder by Intertek, its officers, employees, agents, representatives, contractors and sub-contractors;
- (c) the breach or alleged breach by the Client of any of its obligations set out in Clause 4 above;
- (d) any claims made by any third party for loss, damage or expense of whatsoever nature and howsoever arising relating to the performance, purported performance or non-performance of any Services to the extent that the aggregate of any such claims relating to any one Service exceeds the limit of liability set out in Clause 10 above;
- (e) any claims or suits arising as a result of any misuse or unauthorised use of any Reports issued by Intertek or any Intellectual Property Rights belonging to Intertek (including trade marks) pursuant to this Agreement; and
- (f) any claims arising out of or relating to any third party's use of or reliance on any Reports or any reports, analyses, conclusions of the Client (or any third party to whom the Client has provided the Reports) based in whole or in part on the Reports, if applicable.
- 11.2 The obligations set out in this Clause 11 shall survive termination of this Agreement.
- 12. INSURANCE POLICIES**
- 12.1 Each party shall be responsible for the arrangement and costs of its own company insurance which includes, without limitation, professional indemnity, employer's liability, motor insurance and property insurance.
- 12.2 Intertek expressly disclaims any liability to the Client as an insurer or guarantor.
- 12.3 The Client acknowledges that although Intertek maintains employer's liability insurance, such insurance does not cover any employees of the Client or any third parties who may be involved in the provision of the Services. If the Services are to be performed at premises belonging to the Client or third parties, Intertek's employer's liability insurance does not provide cover for non-Intertek employees.
- 13. TERMINATION**
- 13.1 This Agreement shall commence upon the first day on which the Services are commenced and shall continue, unless terminated earlier in accordance with this Clause 13, until the Services have been provided.
- 13.2 This Agreement may be terminated by:
- (a) either party if the other continues in material breach of any obligation imposed upon it hereunder for more than thirty (30) days after written notice has been dispatched by that Party by recorded delivery or courier requesting the other to remedy such breach;
- (b) Intertek on written notice to the Client in the event that the Client fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or
- (c) either party on written notice to the other in the event that the other makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the other or the other ceases, or threatens to cease, to carry on business.
- 13.3 In the event of termination of the Agreement for any reason and without prejudice to any other rights or remedies the parties may have, the Client shall pay Intertek for all Services performed up to the date of termination. This obligation shall survive termination or expiration of this Agreement.
- 13.4 Any termination or expiration of the Agreement shall not affect the accrued rights and obligations of the parties nor shall it affect any provision which is expressly or by implication intended to come into force or continue in force on or after such termination or expiration.
- 14. ASSIGNMENT AND SUB-CONTRACTING**
- 14.1 Intertek reserves the right to delegate the performance of its obligations hereunder and the provision of the Services to one or more of its Affiliates and/ or sub-contractors when necessary. Intertek may also assign this Agreement to any company within the Intertek group on notice to the Client.
- 15. GOVERNING LAW AND DISPUTE RESOLUTION**
- 15.1 This Agreement and the Proposal shall be governed by English law. The parties agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or claim arising out of or in connection with this Agreement (including any non-contractual claim relating to the provision of the Services in accordance with this Agreement).
- 16. MISCELLANEOUS**
- Severability**
- 16.1 If any provision of this Agreement is or becomes invalid, illegal or unenforceable, such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if this Agreement had been executed without the invalid illegal or unenforceable provision. If the invalidity, illegality or unenforceability is so fundamental that it prevents the accomplishment of the purpose of this Agreement, Intertek and the Client shall immediately commence good faith negotiations to agree an alternative arrangement.
- No partnership or agency**
- 16.2 Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a partnership, association, joint venture or other co-operative entity between the parties or constitute any party the partner, agent or legal representative of the other.
- Waivers**
- 16.3 Subject to Clause 10.4 above, the failure of any party to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled, shall not constitute a waiver

TEST REPORT



and shall not cause a diminution of the obligations established by this Agreement. A waiver of any breach shall not constitute a waiver of any subsequent breach.

16.4 No waiver of any right or remedy under this Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing.

Whole Agreement

16.5 This Agreement and the Proposal contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements, arrangements and understandings between the parties relating to those transactions or that subject matter. No purchase order, statement or other similar document will add to or vary the terms of this Agreement.

16.6 Each party acknowledges that in entering into this Agreement it has not relied on any representation, warranty, collateral contract or other assurance (except those set out or referred to in this Agreement)

made by or on behalf of any other party before the acceptance or signature of this Agreement. Each party waives all rights and remedies that, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

16.7 Nothing in this Agreement limits or excludes any liability for fraudulent misrepresentation.

Third Party Rights

16.8 A person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.

Further Assurance

16.9 Each party shall, at the cost and request of any other party, execute and deliver such instruments and documents and take such other actions in each case as may be reasonably requested from time to time in order to give full effect to its obligations under this Agreement.



CERTIFICATE

**Musk Medikal Teks. Pls. San. ve Tic. Ltd.
Şti.**

**1. Organize San. Böl. 83105 Nolu Cad. No: 24 Şehitkamil
Gaziantep Turkey**

The above-mentioned organization implements and maintains a management system in the following scope, and its compliance with the standard has been approved by KingCert.

ISO 9001:2015

Quality Management System

**Scope : Production of Respiratory Equipment, Medical Masks and Gas Masks
for Protective Purposes (Except the Therapeutic Ones)
IAF/EA Code: 23**

This certificate is valid during above mentioned company perform the requirements of ISO 9001:2015 standard and fulfill all responsibilities to KingCert.

Certificate Publication Date : 06.12.2021

Cert. Last Issue Date : 06.12.2021

Cert. Expiry Date : 05.12.2022

Cert. Period Exp. Date : 05.12.2024

Certificate Number : I1590058083Q

King Cert International Certification Ltd.
Director



ACCREDITED
Management Systems
Certification Body
MSCB-196



King Cert International
Certification Ltd.

Manastirski Livadi, Str. Lavski
Rid 19, Sofia Bulgaria
info@KingCert.com

FR.25. / 01.09.2016 / 04.06.2019 / 02

Hereby, King Cert International Certification Ltd., certifies that the above stated company have the appropriate management system according to the requirements of the above standards. This certificate is valid for three years as long as the system effectively maintained and surveillance audits are carried out. The validity of the certificate can be checked through www.KingCert.com. The certificate is property of King Cert International Certification Ltd. and shall be returned if so requested.



SERTİFİKA

**Musk Medikal Tekst. Pls. San. ve Tic. Ltd.
Şti.**

**1. Organize San. Böl. 83105 Nolu Cad. No: 24 Şehitkamil
Gaziantep Türkiye**

Yukarıda adı geçen kuruluş, aşağıda belirtilen kapsamda bir yönetim sistemini uygulamakta ve sürdürmekte olup ilgili standarda uygunluğu KingCert tarafından onaylanmıştır.

ISO 9001:2015

Kalite Yönetim Sistemi

**Kapsam : Koruyucu Amaçlı Solunum Ekipmanları, Medikal Maskeler ve Gaz
Maskelerinin İmalatı (Tedavi Edici Olanlar Hariç)
IAF/EA Kodu: 23**

Bu sertifika, yukarıda ünvanı bulunan kuruluşun ISO 9001:2015 standardının gerekliliklerini yerine getirdiği ve KingCert' e karşı olan tüm sorumluluklarını taşıdığı sürece yukarıda belirtilen kapsamda geçerlidir.

Sertifika Yayın Tarihi : 06.12.2021

Sert. Son Basım Tarihi : 06.12.2021

Sert. Geçerlilik Tarihi : 05.12.2022

Sert. Periyodu Bitiş Tar. : 05.12.2024

Sertifika No : 11590058083Q



ACCREDITED
Management Systems
Certification Body
MSCB-196



King Cert International Certification Ltd.
Director

King Cert International
Certification Ltd.

Manastirski Livadi, Str. Lavski
Rid 19, Sofia Bulgaria
info@KingCert.com

FR.25. / 01.09.2016 / 04.06.2019 / 02

King Cert International Certification Ltd., bu sertifikada adı geçen kuruluşun yukarıdaki standardın şartlarına uygun bir yönetim sistemine sahip olduğunu belgeler. Sistem etkin bir şekilde sürdürüldükçe ve gözetim denetimleri her yıl yapıldığı müddetçe bu sertifika üç yıl boyunca geçerlidir. Sertifika'nın geçerliliği www.KingCert.com internet sayfasından kontrol edilebilir. Bu sertifikanın mülkiyet hakkı King Cert International Certification Ltd.'ye aittir ve istenildiğinde iade edilmelidir.



CERTIFICATE

TÜRCERT Certification Body
with this document.

MUSK MEDİKAL TEKSTİL PLASTİK SANAYİ VE TİCARET LİMİTED ŞİRKETİ

1.ORGANİZE SANAYİ BÖLGESİ 83105 NOLU CAD. NO:24 ŞEHİTKAMİL, GAZİANTEP / TÜRKİYE

of the manufacturer

« PROTECTIVE RESPIRATORY EQUIPMENT, MEDICAL MASKS AND
MANUFACTURING OF GAS MASKS »

effective medical devices quality management system
and guarantees that you put in to apply.

MDQMS2021120710 with the nr. examination report;

TS EN ISO 13485 : 2016

This certification has been completed according to TURCERT
audit and certification procedures and is valid until surveillance
audit **07.12.2022**

Certificate Registration Nr : 2021120710

Date of Issue : 07.12.2021

Certificate Validity Date : 07.12.2022



Türcert A.Ş.
Certification on Behalf



51902430608 (MDQMS)

TÜRCERT TEKNİK KONTROL ve BELGELENDİRME ANONİM ŞİRKETİ
Adres: Merkez Mah. Dr. Sadık Ahmet Cad. No:38/44 A Güngören - İstanbul - Turkey
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Belge Geçerlilik Sorgulama

Certificate





CERTIFICATE

TÜRCERT Sertifikasyon Merkezi
iş bu belge ile

MUSK MEDİKAL TEKSTİL PLASTİK SANAYİ VE TİCARET LİMİTED ŞİRKETİ

1.ORGANİZE SANAYİ BÖLGESİ 83105 NOLU CAD. NO:24 ŞEHİTKAMİL , GAZİANTEP / TÜRKİYE

şirketinin

«KORUYUCU AMAÇLI SOLUNUM EKİPMANLARI, MEDİKAL MASKELER
VE GAZ MASKELERİNİN İMALATI»

belirlenen standardın uygulanması konusunda bir **Tıbbi Cihazlar Kalite Yönetim Sistemi** yürürlüğe koyduğunu ve uygulamakta olduğunu taahhüt eder.

MDQMS2021120710 Sayılı rapordaki inceleme ile

TS EN ISO 13485 : 2016

şartlarının sağlanmış olduğu kanıtlanmıştır, iş bu sertifika yıllık ara denetimlerinin yapılması kaydıyla **07.12.2022** tarihine kadar geçerlidir.

Sertifika Kayıt No : 2021120710

Sertifika Yayın Tarihi : 07.12.2021

Sertifika Geçerlilik Tarihi : 07.12.2022



Belgelendirme Bölümü Adına



51902430608 (MDQMS)



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Belge Geçerlilik Sorgulama



Sedex Members Ethical Trade Audit Report

Version 6.1



Audit Details				
Sedex Company Reference: <i>(only available on Sedex System)</i>	ZC: 417324944	Sedex Site Reference: <i>(only available on Sedex System)</i>	ZS: 417325649	
Business name (Company name):	MUSK MEDIKAL TEKSTIL PLASTIK SANAYI VE TICARET LTD. STI.			
Site name:	MUSK MEDIKAL TEKSTIL PLASTIK SANAYI VE TICARET LTD. STI.			
Site address: <i>(Please include full address)</i>	Baspinar Osb Mah, O.S.B. 1. Bolge 83105 Nolu Cad. No:24 Sehitkamil - Gaziantep	Country:	Turkey	
Site contact and job title:	Mr. Sercan Zorbakir – CSR Manager			
Site phone:	+903425023646	Site e-mail:	insankaynaklari@muskmedikal.com	
SMETA Audit Pillars:	<input checked="" type="checkbox"/> Labour Standards	<input checked="" type="checkbox"/> Health & Safety (plus Environment 2-Pillar)	<input checked="" type="checkbox"/> Environment 4-pillar	<input checked="" type="checkbox"/> Business Ethics
Date of Audit:	03 rd - 04 th February 2022			

Audit Company Name & Logo:	Report Owner (payer): <i>(If paid for by the customer of the site please remove for Sedex upload)</i>
SCS Global	MUSK MEDIKAL TEKSTIL PLASTIK SANAYI VE TICARET LTD. STI.

Audit Conducted By					
Affiliate Audit Company	<input checked="" type="checkbox"/>	Purchaser	<input type="checkbox"/>	Retailer	<input type="checkbox"/>
Brand owner	<input type="checkbox"/>	NGO	<input type="checkbox"/>	Trade Union	<input type="checkbox"/>
Multi-stakeholder	<input type="checkbox"/>	Combined Audit (select all that apply)			

Audit Content:

(1) A SMETA audit was conducted which included some or all of Labour Standards, Health & Safety, Environment and Business Ethics. The SMETA Best Practice Version 6.1 was applied. The scope of workers included all types at the site e.g. direct employees, agency workers, workers employed by service providers and workers provided by other contractors. Any deviations from the SMETA Methodology are stated (with reasons for deviation) in the SMETA Declaration.

(2) The audit scope was against the following reference documents

2-Pillar SMETA Audit

- ETI Base Code
- SMETA Additions
 - Universal rights covering UNGP
 - Management systems and code implementation,
 - Responsible Recruitment
 - Entitlement to Work & Immigration,
 - Sub-Contracting and Home working,

4-Pillar SMETA

- 2-Pillar requirements plus
- Additional Pillar assessment of Environment
- Additional Pillar assessment of Business Ethics
- The Customer's Supplier Code (Appendix 1)

(3) Where appropriate non-compliances were raised against the ETI code / SMETA Additions & local law and recorded as non-compliances on both the audit report, CAPR and on Sedex.

(4) Any Non-Compliance against customer code shall not be uploaded to Sedex. However, in the CAPR these 'Variances in compliance between ETI code / SMETA Additions/ local law and customer code' shall be noted in the observations section of the CAPR.

SMETA Declaration

I declare that the audit underpinning the following report was conducted in accordance with SMETA Best Practice Guidance and SMETA Measurement Criteria.

- (1) Where appropriate non-compliances were raised against the ETI code / SMETA Additions & local law and recorded as non-compliances on both the audit report, CAPR and on Sedex.
- (2) Any Non-Compliance against customer code alone shall not be uploaded to Sedex. However, in the CAPR these 'Variances in compliance between ETI code / SMETA Additions/ local law and customer code' shall be noted in the observations section of the CAPR.

Any exceptions to this must be recorded here (e.g., different sample size):

Auditor Team (s) (please list all including all interviewers):

Lead auditor: M. YILMAZ APSCA number: 21702299

Lead auditor APSCA status: RA

Auditor: -

Interviewers: M. YILMAZ APSCA number: 21702299

Report writer: M. YILMAZ

Report reviewer: SNOWY YANG

Date of declaration: 03rd - 04th February 2022

Note: The focus of this ethical audit is on the ETI Base Code and local law. The additional elements will not be audited in such depth or scope, but the audit process will still highlight any specific issues.

This report provides a summary of the findings and other applicable information found/gathered during the social audit conducted on the above date only and does not officially confirm or certify compliance with any legal regulations or industry standards. The social audit process requires that information be gathered and considered from records review, worker interviews, management interviews and visual observation. More information is gathered during the social audit process than is provided here. The audit process is a sampling exercise only and does not guarantee that the audited site prior, during or post-audit, are in full compliance with the Code being audited against. The provisions of this Code constitute minimum and not maximum standards and this Code should not be used to prevent companies from exceeding these standards. Companies applying this Code are expected to comply with national and other applicable laws and where the provisions of law and this Code address the same subject, to apply that provision which affords the greater protection. The ownership of this report remains with the party who has paid for the audit. Release permission must be provided by the owner prior to release to any third parties.

Summary of Findings

Issue <i>(please click on the issue title to go direct to the appropriate audit results by clause) Note to auditor, please ensure that when issuing the audit report, hyperlinks are retained.</i>	Area of Non-Conformity <i>(Only check box when there is a non-conformity, and only in the box/es where the non-conformity can be found)</i>				Record the number of issues by line*:			Findings <i>(note to auditor, summarise in as few words as possible NCs, Obs and GE)</i>
	ETI Base Code	Local Law	Additional Elements	Customer Code	NC	Obs	GE	
0A Universal Rights covering UNGP			<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	• None
0B Management systems and code implementation		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	• None
1. Freely chosen Employment	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	0	0	0	• None
2. Freedom of Association	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	0	0	0	• None
3. Safety and Hygienic Conditions	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	1	0	0	• None
4. Child Labour	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	0	0	0	• None
5. Living Wages and Benefits	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	0	0	4	GE-1: Free food, water and tea are provided to the employees. GE-2: Free transportation service is provided to the workers GE-3: New Year celebration is organized with all employees at the end of year. GE-4: Minimum wage is increased extra %15 for all employees even who did not complete the year workers before minimum wage regulation from government.

6	<u>Working Hours</u>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	0	0	0	• None
7	<u>Discrimination</u>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	0	0	0	• None
8	<u>Regular Employment</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	• None
8A	<u>Sub-Contracting and Homeworking</u>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	• None
9	<u>Harsh or Inhumane Treatment</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	• None
10A	<u>Entitlement to Work</u>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	• None
10B2	<u>Environment 2-Pillar</u>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	• None
10B4	<u>Environment 4-Pillar</u>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	• None
10C	<u>Business Ethics</u>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0	0	0	• None

General observations and summary of the site:

The factory was established in 2020. The building structure is concrete. The product manufactured at this site is breathing equipment and gas masks products. Regular working hours of administration and production section employees were from Monday to Friday, from 7:00 a.m. to 5:00 p.m. with a 15 minutes' tea breaks at 10:00 a.m. and 4:00 p.m. respectively, and 30 mins meal break at 12:00 p.m. Saturdays and Sundays were granted as weekly rest day.

Auditor arrived to the facility at 09:30 am on 03.02.2022 and held an opening meeting according to the ETI Base Code. The facility management was present in the meeting and showed a positive attitude to the audit process. Opening and closing meeting was held with Mr. Sercan Zorbakir – CSR Responsible who is responsible for social compliance management systems in the factory. During the audit, factory management provided documentation for the audit, allowed site tour and worker interviews. Based on auditor's audit assessment, there is no non-compliance was noted during this audit and factory fulfils the requirements of ETI Base Code and local laws. The following Good Example has been noted as a result of this audit.

The details of number of employees for the facility is as below:

Pregnant: 0
 Maternity Leave: 0
 Disabled : 0

Young employees : 0
Youngest employee is 18 years old.

Payment Period for factory employee: Monthly
Payment Day: Normal Wages are paid on 7th of each month.

Good Examples:

- GE-1: Free food, water and tea are provided to the employees.
- GE-2: Free transportation service is provided to the workers
- GE-3: New Year celebration is organized with all employees at the end of year.
- GE-4: Minimum wage is increased extra %15 for all employees even who did not complete the year workers before minimum wage regulation from government.

**Please note the table above records the total number of Non-compliances (NC), Observations (Obs) and Good Examples (GE). This gives the reviewer an indication of problem areas but does not detail severities of each issue – Reviewers need to check audit results by clause.*

Site Details

Site Details											
A: Company Name:	MUSK MEDIKAL TEKSTIL PLASTIK SANAYI VE TICARET LTD. STI.										
B: Site name:	MUSK MEDIKAL TEKSTIL PLASTIK SANAYI VE TICARET LTD. STI.										
C: GPS location: (If available)	GPS Address: 37°08'51.3"N 37°17'18.1"E	Latitude: 37.147588 Longitude: 37.288367									
D: Applicable business and other legally required licence numbers and documents, for example, business license number, liability insurance, any other required government inspections	Business Register: # 758810-21/07/2010										
E: Products/Activities at site, for example, garment manufacture, electricals, toys, grower, cutting, sewing, packing etc	breathing equipment and gas masks										
F: Site description: (Include size, location, and age of site. Also, include structure and number of buildings)	<p>The audited factory was established in 2020 and located current address. All processes were done in the factory. No outsource subcontracter used by the factory. The facility occupies 1 storey building. The floor wise description of the factory was as follows:</p> <table border="1"> <thead> <tr> <th>Production Building no</th> <th>Description</th> <th>Remark, if any</th> </tr> </thead> <tbody> <tr> <td>Ground Floor</td> <td>Production Section and administration section</td> <td>NONE</td> </tr> <tr> <td>Is this a shared building?</td> <td>NO</td> <td>NONE</td> </tr> </tbody> </table> <p>Food and transportation provided for free of charge. The entire workforce of the factory consisted of a total of 140 employees (102 male, 38 female). All workers were living domestically and permanent contracted. The youngest worker was 18 years old. There was not a workers' union available to employees in the factory. The factory adopted finger scan attendance system to record employees' working hours.</p> <p>All employees and administration employees working hours from 7:00 a.m. to 5:00 p.m. with a 15- minutes tea breaks at 10:00 a.m. and 4:00 p.m. respectively, and 30 mins meal break at 12:00 p.m. Saturdays and Sundays were granted as weekly rest days. Monthly wages were paid at monthly rate at latest on the 7th of each month through bank transfer.</p> <p>For below, please add any extra rows if appropriate.</p> <p>F1: Visible structural integrity issues (large cracks) observed?</p>		Production Building no	Description	Remark, if any	Ground Floor	Production Section and administration section	NONE	Is this a shared building?	NO	NONE
Production Building no	Description	Remark, if any									
Ground Floor	Production Section and administration section	NONE									
Is this a shared building?	NO	NONE									

	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No F2: Please give details: N/A F3: Does the site have a structural engineer evaluation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No F4: Please give details: The facility has construction permit.
G: Site function:	<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Factory Processing/Manufacturer <input type="checkbox"/> Finished Product Supplier <input type="checkbox"/> Grower <input type="checkbox"/> Homeworker <input type="checkbox"/> Labour Provider <input type="checkbox"/> Pack House <input type="checkbox"/> Primary Producer <input type="checkbox"/> Service Provider <input type="checkbox"/> Sub-Contractor
H: Month(s) of peak season: (if applicable)	Stable
I: Process overview: (Include products being produced, main operations, number of production lines, main equipment used)	There were no subcontractor was used in the factory. The factory had a total monthly capacity of 20 million pcs. per month.
J: What form of worker representation / union is there on site?	<input type="checkbox"/> Union (name) <input type="checkbox"/> Worker Committee <input checked="" type="checkbox"/> Other (Open door policy, worker representative, suggestion boxes) <input type="checkbox"/> None
K: Is there any night production work at the site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
L: Are there any on site provided worker accommodation buildings e.g. dormitories	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No L1: If yes, approx. % of workers in on site accommodation
M: Are there any off site provided worker accommodation buildings	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No M1: If yes, approx. % of workers
N: Were all site-provided accommodation buildings included in this audit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N1: If no, please give details NA

Audit Parameters			
A: Time in and time out	A1: Day 1 Time in: 09:00 A2: Day 1 Time out: 17:00	A3: Day 2 Time in: 09:00 A4: Day 2 Time out: 17:00	A5: Day 3 Time in: - A6: Day 3 Time out: -
B: Number of auditor days used:	2,0 Man-days		
C: Audit type:	<input checked="" type="checkbox"/> Full Initial <input type="checkbox"/> Periodic <input type="checkbox"/> Full Follow-up <input type="checkbox"/> Partial Follow-Up <input type="checkbox"/> Partial Other If other, please define		
D: Was the audit announced?	<input type="checkbox"/> Announced <input type="checkbox"/> Semi – announced: Window detail: - weeks <input checked="" type="checkbox"/> Unannounced		
E: Was the Sedex SAQ available for review?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No E1: If No, why not: The factory was aware of Sedex SAQ.		
F: Any conflicting information SAQ/Pre-Audit Info to Audit findings?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes , please capture detail in appropriate audit by clause		
G: Who signed and agreed CAPR (Name and job title)	Mr. Sercan Zorbakir – CSR Responsible		
H: Is further information available (If yes, please contact audit company for details)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
I: Previous audit date:	NA		
J: Previous audit type:	NA		
K: Were any previous audits reviewed for this audit	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		

Audit attendance	Management	Worker Representatives	
	Senior management	Worker Committee representatives	Union representatives
A: Present at the opening meeting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
B: Present at the audit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
C: Present at the closing meeting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
D: If Worker Representatives were not present please explain reasons why <i>(only complete if no worker reps present)</i>	Worker representative was present and attended to worker interviews.		
E: If Union Representatives were not present please explain reasons why: <i>(only complete if no union reps present)</i>	N/A		

Worker Analysis

The term "migrant worker" refers to a person who is engaged or has been engaged in a remunerated activity in a country of which they are not a national or permanent resident or has purposely migrated on a temporary basis to another in-country region to seek and engage in a remunerated activity.

Worker Analysis								
	Local			Migrant*			Home workers	Total
	Permanent	Temporary	Agency	Permanent	Temporary	Agency		
Worker numbers – Male	102	0	0	0	0	0	0	102
Worker numbers – female	38	0	0	0	0	0	0	38
Total	140	0	0	0	0	0	0	140
Number of Workers interviewed – male	17	0	0	0	0	0	0	17
Number of Workers interviewed – female	9	0	0	0	0	0	0	9
Total – interviewed sample size	26	0	0	0	0	0	0	26



A: Nationality of Management	Turkish	
<p>B: Please list the nationalities of all workers, with the three most common nationalities listed first.</p> <p><i>Please add more nationalities as applicable to site. Add more rows if required.</i></p>	<p>Nationalities:</p> <p>B1: Nationality 1: Turkish</p> <p>B2: Nationality 2: _____</p> <p>B3: Nationality 3: _____</p>	<p>Was the list completed during peak season?</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>If no, please describe how this may vary during peak periods:</p>
C: Please provide more information for the three most common nationalities.	<p>C: 100 % total workforce: Nationality 1 Turkish</p> <p>C1: approx % total workforce: Nationality 2 _____</p> <p>C2: approx % total workforce: Nationality 3 _____</p>	
D: Worker remuneration (management information)	<p>D: _____% workers on piece rate</p> <p>D1: _____% hourly paid workers</p> <p>D2: _100_% salaried workers</p> <p>Payment cycle:</p> <p>D3: _____% daily paid</p> <p>D4: _____% weekly paid</p> <p>D5: _100_% monthly paid</p> <p>D6: _____% other</p> <p>D7: If other, please give details</p>	



Worker Interview Summary		
A: Were workers aware of the audit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
B: Were workers aware of the code?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C: Number of group interviews: <i>(Please specify number and size of groups. Please see SMETA Best Practice Guidance and Measurement Criteria. If the auditor was not able to follow the BPG, please state within the declaration)</i>	No group interviews because of pandemic.	
D: Number of individual interviews <i>(Please see SMETA Best Practice Guidance and Measurement Criteria)</i>	D1: Male: 4	D2: Female: 2
E: All groups of workers are included in the scope of this audit such as; Direct employees, Casual and agency workers, Workers employed by service providers such as security and catering staff as well as workers supplied by other contractors. <i>Note to auditor: please record details of migrant /agency/contractor workers in section 8 – Regular Employment, under Responsible Recruitment</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please give details	
F: Interviews were done in private and the confidentiality of the interview process was communicated to the workers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
G: In general, what was the attitude of the workers towards their workplace?	<input checked="" type="checkbox"/> Favourable <input type="checkbox"/> Non-favourable <input type="checkbox"/> Indifferent	
H: What was the most common worker complaint?	All workers interviewed had a positive attitude to management and site, the only complaint was that matters raised at the worker's committee meeting had been acted on.	
I: What did the workers like the most about working at this site?	Working environment, food and transport benefits.	
J: Any additional comment(s) regarding interviews:	Most workers enjoyed working at this factory, they felt they had sufficient work and had a good relationship with management in general.	
K: Attitude of workers to hours worked:	Workers expressed that they sometimes wanted to work extra, to earn more money, however they could turn down overtime if they wanted.	

L. Is there any worker survey information available?

- Yes
 No

L1: If yes, please give details: There was an annual worker satisfaction survey conducted by management in the factory. Auditor saw records and improvements made, including improved food in the canteen.

M: Attitude of workers:

(Include their attitude to management, workplace, and the interview process. Both positive and negative information should be included) Note: Do not document any information that could put workers at risk

The general attitude of employee was positive. They were pleased about the attitude of managers and the working environment. They are always paid on time. There is no harassment, discrimination, abuse or forced labour.

N: Attitude of worker's committee/union reps:

(Include their attitude to management, workplace, and the interview process. Both positive and negative information should be included) Note: Do not document any information that could put workers at risk

No negative comment was noted during the worker representative interview.

O: Attitude of managers:

(Include attitude to audit, and audit process. Both positive and negative information should be included)

Managers were very cooperative and transparent during auditor's interview process.

Audit Results by Clause

0A: Universal Rights covering UNGP

[\(Click here to return to summary of findings\)](#)

0.A. Guidance for Observations

0.A.1 Businesses should have a policy, endorsed at the highest level, covering human rights impacts and issues, and ensure it is communicated to all appropriate parties, including its own suppliers.

0.A.2 Businesses should have a designated person responsible for implementing standards concerning Human rights

0.A.3 Businesses shall identify their stakeholders and salient issues.

0.A.4 Businesses shall measure their direct, indirect, and potential impacts on stakeholders (rights holders) human rights.

0.A.5 Where businesses have an adverse impact on human rights within any of their stakeholders, they shall address these issues and enable effective remediation.

0.A.6 Businesses shall have a transparent system in place for confidentially reporting, and dealing with human rights impacts without fear of reprisals towards the reporter.

Note for auditors and readers. This is not a full Human Rights Assessment, but instead a check on the business's implementation of processes to meet their Universal rights covering UNGP responsibilities.

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is /are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

Mr. Sercan Zorbakir – CSR Responsible is responsible for implementing standards concerning Social Rights and also responsible for the implementation of the ETI Base Code. In terms of procedures, the firm has many written documents for implementation of the policies regarding human rights. Written policy and procedures are available in the factory.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Details: Confirmed with management interview, document review, site tour and worker interview

Any other comments: None

A: Policy statement that expresses commitment to respect human rights?

Yes

No

A1: Please give details: (mainly applicable for the parent company):

All social compliance procedures were available in the factory.

<p>B: Does the business have a designated person responsible for implementing standards concerning Human Rights?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Please give details: There was a designated person responsible for implementing standards concerning Human Rights. Name: Mr. SERCAN ZORBAKIR Job title: CSR RESPONSIBLE</p>
<p>C: Does the business have a transparent system in place for confidentially reporting, and dealing with human rights impacts without fear of reprisals towards the reporter?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C1: Please give details: The facility has suggestion box placed at several places.</p>
<p>D: Does the grievance mechanism meet UNGP expectations? (Legitimate, Accessible, Predictable, Equitable, Transparent, Rights-compatible, a source of continuous learning and based on stakeholder engagement)</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D1: If no, please give details NA</p>
<p>E: Does the business demonstrate effective data privacy procedures for workers' information, which is implemented?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>E1: Please give details: The facility has detailed privacy procedures for worker's information. Also, the feedbacks getting from suggestion boxes are evaluating by the management in a confidential way.</p>

Findings		
<p>Finding: Observation <input type="checkbox"/></p> <p>Description of observation: None</p> <p>Local law or ETI/Additional elements / customer specific requirement: N/A</p> <p>Comments: Nil</p>	<p>Company NC <input type="checkbox"/></p>	<p>Objective evidence observed: N/A</p>

Good examples observed:	
<p>Description of Good Example (GE): None</p>	<p>Objective Evidence Observed: N/A</p>

Measuring Workplace Impact

Workplace Impact		
A: Annual worker turnover: Number of workers leaving in last 12 months as a % of average total number of workers on site over the year (annual worker turnover)	A1: Last year: 2020 1,08 %	A2: This year: 2021 1,01 %
B: Current % quarterly (90 days) turnover: Number of workers leaving from the first day of the 90 days period through to the last day of the 90 day period / [(number of employees on the 1 st day of 90 day period + number of employees on the last day of the 90 day period) / 2]	0,2 %	
C: Annual % absenteeism: Number of days lost through job absence in the year / [(number of employees on 1 st day of the year + number employees on the last day of the year) / 2] * number available workdays in the year	C1: Last year: 2020 0 %	C2: This year: 2021 0 %
D: Quarterly (90 days) % absenteeism: Number of days lost through job absence in the period / [(Number of employees on 1 st of the period + Number of employees on the last day of the period) / 2] * Number of available workdays in the month	0,3 %	
E: Are accidents recorded?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No E1: Please describe: Accidents are recorded in HR department.	
F: Annual Number of work related accidents and injuries per 100 workers: [(Number of work related accidents and injuries * 100) / Number of total workers]	F1: Last year: 2020 Number: 0	F2: This year: 2021 Number: 0
G: Quarterly (90 days) number of work related accidents and injuries per 100 workers: [(Number of work related accidents and injuries * 100) / Number of total workers]	0 %	
H: Lost day work cases per 100 workers: [(Number of lost days due to work accidents and work related injuries * 100) / Number of total workers]	H1: Last year: 2020 0	H2: This year: 2021 0
I: % of workers that work on average more than 48 standard hours / week in the last 6 / 12 months:	I1: 6 months 0% workers	I2: 12 months 0% workers
J: % of workers that work on average more than 60 total hours / week in the last 6 / 12 months:	J1: 6 months 0% workers	J2: 12 months 0% workers

0B: Management system and Code Implementation

[\(Click here to return to summary of findings\)](#)

0.B.1 Suppliers are expected to implement and maintain systems for delivering compliance to this Code.
 0.B.2 Suppliers are expected to be operating legally in premises with the correct business licenses and permissions and to have systems to ensure that all relevant land rights have been complied with
 0.B.3 Suppliers shall appoint a senior member of management who shall be responsible for compliance with the Code.
 0.B.4 Suppliers are expected to communicate this Code to all employees.
 0.B.5 Suppliers should communicate this code to their own suppliers and, where reasonably practicable, extend the principles of this Ethical Code through their supply chain.

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is/are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

Mr. Sercan Zorbakir – CSR Responsible is responsible for the implementation of the Code. ETI Base Code, is hanged on the notification board for the employees. Organisational chart and reporting line were determined in the factory. The work instructions, timetable and emergency instructions were available. The firm is operating legally with the correct business licences and permissions. Land right permissions and related documentation is available.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Details:

1. Business Opening and Operating Permit
2. Building Operating Permit
3. Signed ETI Base Code available on the notification board
4. Company Social Policy and Procedures

Any other comments: None

Management Systems:

A: In the last 12 months, has the site been subject to any fines/prosecutions for non-compliance to any regulations?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No A1: Please give details: NA
B: Do policies and/or procedures exist that reduce the risk of forced labour, child labour, discrimination, harassment & abuse?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No B1: Please give details: Policies and procedures about reducing the risk of forced labour, child labour, discrimination and harassment & abuse are in place.
C: If Yes, is there evidence (an indication) of effective implementation? Please give details.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

	The policy and procedures are effectively implemented, and verified through document review, management declaration and worker interviews.
D: Have managers and workers received training in the standards for forced labour, child labour, discrimination, harassment & abuse?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No D1: Please give details: The trainings are received by workers and managers.
E: If Yes, is there evidence (an indication) that training has been effective e.g. training records etc.? Please give details	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No E1: Please give details: Workers were aware of trainings documents
F: Does the site have any internationally recognised system certifications e.g. ISO 9000, 14000, OHSAS 18000, SA8000 (or other social audits). Please detail (Number and date).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No F1: Please give details: <ul style="list-style-type: none"> - ISO 9001:2015 (Exp. Date: 05.12.2024) - TS EN ISO 13485:2016 (Exp. Date: 07.12.2022)
G: Is there a Human Resources manager/department? If Yes, please detail.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No G1: Please give details: NA
H: Is there a senior person / manager responsible for implementation of the code	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No H1: Please give details: Mr. Sercan Zorbakir – CSR Responsible
I: Is there a policy to ensure all worker information is confidential?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No I1: Please give details: The firm subject to keep employee information confidential, due to the Turkish Law on Privacy Act.
J: Is there an effective procedure to ensure confidential information is kept confidential?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No J1: Please give details: There were effective procedure and all documents was prepared by CSR responsible.
K: Are risk assessments conducted to evaluate policy and procedure effectiveness?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No K1: Please give details: Risk assessments are conducted properly and OHS Specialists are responsible for updating the risk assessments.
L: Does the facility have a process to address issues found when conducting risk assessments, including implementation of controls to reduce identified risks?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No L1 Please give details: The facility has a process to address issues while conducting risk assessments

	including implementation of controls to reduce identified risks.
M: Does the facility have a policy/code which require labour standards of its own suppliers?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No M1: Please give details: There is a policy that require certain labour standards of the firm's own suppliers.
Land rights	
N: Does the site have all required land rights licenses and permissions (see SMETA Measurement Criteria)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No N1: Please give details: The site has required land right licences and permissions, can be seen in Building Operating Permit.
O: Does the site have systems in place to conduct legal due diligence to recognize and apply national laws and practices relating to land title?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No O1: Please give details: Systems are in place.
P: Does the site have a written policy and procedures specific to land rights. If yes, does it include any due diligence the company will undertake to obtain free, prior and informed consent, (FPIC) even if national/local law does not require it	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No P1: If yes, how does the company obtain FPIC:
Q: Is there evidence that facility / site compensated the owner/lessor for the land prior to the facility being built or expanded.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Q1: Please give details: Building Operating Licence proves that the facility / site compensated the owner/lessor for the land prior to the facility being built or expanded.
R. Does the facility demonstrate that alternatives to a specific land acquisition were considered to avoid or minimize adverse impacts?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No R1: Please give details: The facility does not demonstrate alternatives to a specific land acquisition.
S: Is There any evidence of illegal appropriation of land for facility building or expansion of footprint.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No S1: Please give details: There was no illegal appropriation of land for facility building or expansion of footprint.

Non-compliance:	
<p>1. Description of non-compliance:</p> <p><input type="checkbox"/> NC against ETI/Additional Elements <input type="checkbox"/> NC against Local Law</p> <p><input type="checkbox"/> NC against customer code: None</p> <p>Local law and/or ETI requirement: N/A</p> <p>Recommended corrective action: Nil</p>	<p>Objective evidence observed: N/A</p>

Observation:	
<p>Description of observation: None</p> <p>Local law or ETI requirement: N/A</p> <p>Comments: Nil</p>	<p>Objective evidence observed: N/A</p>

Good Examples observed:	
<p>Description of Good Example (GE): None</p>	<p>Objective evidence observed: N/A</p>

1: Freely Chosen Employment

[\(Click here to return to summary of findings\)](#)

ETI

1.1 There is no forced, bonded or involuntary prison labour.

1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g., record what policies are in place, what relevant procedures are carried out, who is/are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

The factory has a policy against forced labour and the policy was reviewed by auditor. There was a non-formalised application procedure which states that workers must present their ID's. There was no forced or bonded labour at the company. Movement of employees at the facility were not limited. Employees have free access to toilets and drinkable water. Overtimes are always performed on voluntary basis. Employment was freely chosen. Workers were free to leave and were not required to lodge deposits or ID papers with their employers. The above was confirmed in management and worker interview.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

- 1. Policy documents
- 2. Personnel files (26 samples)
- 3. Worker Contracts
- 4. Worker interviews

Any other comments: None

<p>A: Is there any evidence of retention of original documents, e.g. passports/ID's</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No A1: If yes, please give details and category of workers affected:</p>
<p>B: Is there any evidence of a loan scheme in operation</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B1: If yes, please give details and category of worker affected:</p>
<p>C: Is there any evidence of retention of wages /deposits</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C1: If yes, please give details and category of worker affected:</p>

D: Are there any restrictions on workers' freedom to terminate employment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No D1: Please describe finding:
E: If any part of the business is UK based or registered there & has a turnover over £36m, is there a published a 'modern day slavery statement'?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable E1: Please describe finding
F: Is there evidence of any restrictions on workers' freedoms to leave the site at the end of the work day?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No F1: Please describe finding:
G: Does the site understand the risks of forced / trafficked / bonded labour in its supply chain	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable G1: If yes, please give details and category of workers affected:
H: Is the site taking any steps taking to reduce the risk of forced / trafficked labour?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No H1: Please describe finding: HR Policy and Social Policies of the firm defines the employment procedure.

Non-compliance:	
<p>1. Description of non-compliance:</p> <input type="checkbox"/> NC against ETI/Additional Elements <input type="checkbox"/> NC against Local Law <input type="checkbox"/> NC against customer code: None	<p>Objective evidence observed: N/A</p>
<p>Local law and/or ETI requirement: N/A</p>	
<p>Recommended corrective action: Nil</p>	

Observation:	
<p>Description of observation: None</p> <p>Local law or ETI requirement: N/A</p> <p>Comments: Nil</p>	<p>Objective evidence observed: N/A</p>

Good Examples observed:	
<p>Description of Good Example (GE): None</p>	<p>Objective evidence observed: N/A</p>

2: Freedom of Association and Right to Collective Bargaining are Respected

[\(Click here to return to summary of findings\)](#)

[\(Click here to return to Key Information\)](#)

ETI

2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
 2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
 2.3 Workers' representatives are not discriminated against and have access to carry out their representative functions in the workplace.
 2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g., record what policies are in place, what relevant procedures are carried out, who is/are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

There was no union established in the company. However, factory has adequate procedure on workers have the right to join or form trade unions of their own choosing and to bargain collectively without any distinction. There was worker representative elected democratically by employees. There was grievance system included procedures, grievance boxes in production area and grievance committee included management and worker representative and open-door policy. Grievance box was checked monthly basis and records were kept by the company management.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Details: Company policies/procedures were obtained for review. It was also confirmed with site observation, management, worker representative and worker interviews.

Any other comments: None

<p>A: What form of worker representation/union is there on site?</p>	<p><input type="checkbox"/> Union (name) <input type="checkbox"/> Worker Committee <input checked="" type="checkbox"/> Other (Worker representatives were elected by workers) <input type="checkbox"/> None</p>
<p>B: Is it a legal requirement to have a union?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>C: Is it a legal requirement to have a worker's committee?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>D: Is there any other form of effective worker/management communication channel? (Other</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No D1: Please give details: Worker Representation, Open Door Policy</p>

than union/worker committee e.g. H&S, sexual harassment)	D2: Is there evidence of free elections? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
E: Does the supplier provide adequate facilities to allow the Union or committee to conduct related business?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No E1: Please give details: Verified during management interview, worker interview and site tour and document review.	
F: Name of union and union representative, if applicable:	N/A	F1: Is there evidence of free elections? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
G: If there is no union, is there a parallel means of consultation with workers e.g. worker committees?	Worker Representative	G1: Is there evidence of free elections? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Date of last election: 17.11.2021
H: Are all workers aware of who their representatives are?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I: Were worker representatives freely elected?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	I1: Date of last election: 17.11.2021
J: Do workers know what topics can be raised with their representatives?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
K: Were worker representatives/union representatives interviewed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes , please state how many: There were 2 worker representatives who elected by the workers and interviewed during the audit time.	
L: Please describe any evidence that union/worker's committee is effective? <i>Specify date of last meeting; topics covered; how minutes were communicated etc.</i>	There is no Union or worker committee present at site. However, worker representative is present and they are responsible for participating into OHS Board Meetings, representing employees and listening them to address the employee problems.	
M: Are any workers covered by Collective Bargaining Agreement (CBA)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes , what percentage by trade Union/worker representation	M1: 0 % workers covered by Union CBA	M2: 0 % workers covered by worker rep CBA
M3: If Yes , does the Collective Bargaining Agreement (CBA) include rates of pay?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A	

Non-compliance:	
<p>1. Description of non-compliance: <input type="checkbox"/> NC against ETI <input type="checkbox"/> NC against Local Law: <input type="checkbox"/> NC against customer code: None</p> <p>Local law and/or ETI requirement: N/A</p> <p>Recommended corrective action: Nil</p>	<p>Objective evidence observed: N/A</p>

Observation:	
<p>Description of observation: None.</p> <p>Local law or ETI requirement: N/A</p> <p>Comments: Nil.</p>	<p>Objective evidence observed: N/A</p>

Good Examples observed:	
<p>Description of Good Example (GE): None</p>	<p>Objective evidence observed: N/A</p>

3: Working Conditions are Safe and Hygienic

[\(Click here to return to summary of findings\)](#)

[\(Click here to return to Key Information\)](#)

ETI

- 3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 3.2 Workers shall receive regular and recorded Health & Safety training, and such training shall be repeated for new or reassigned workers.
- 3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 3.5 The company observing the code shall assign responsibility for Health & Safety to a senior management representative.

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is/are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

General Health and Safety management

Potable water was freely available in all areas and test certificates were up-to-date.

Sufficient clean toilets segregated by gender were available at all times to workers.

Ventilation, temperature and lighting were adequate for the production processes.

Health certificates for kitchen operators and the hygiene certificate for the kitchen was up-to-date and legal.

There were enough first-aid certified employees.

The fire and evacuation drills were performed in 08.10.2021

Risk assessment was observed.

Emergency case plans were provided inside the facility.

Minutes of meetings show that there are meetings once every month between the H&S committee (workers) and the H&S manager, and each point is acted on.

Fire Safety

There were at least 2 exits from each work area and these were clearly marked.

Firefighting equipment are adequate but checks weren't up-to-date.

Fire drills were organised and recorded.

Electrical safety

All electrical equipment was maintained in good condition such as sockets, plugs, switches and main fuse boards.

Chemical safety

All chemicals were correctly labelled.

Workers had been trained on chemical procedures as well as what to do in an emergency.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Details:

Risk Analysis latest review date is 06.2021

Emergency Action Plan is dated 06.2021

First Aid Certificate numbers are sufficient and 4 first aid were certificated workers available.
 Periodic inspection records of pressured equipment are valid. (Inspection report date: 12.10.2021)
 The factory has OHS Specialist

Any other comments: None

<p>A: Does the facility have general and occupational Health & Safety policies and procedures that are fit for purpose and are these communicated to workers?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No A1: Please give details: OHS trainings were given at the first day of the employment to the personnel and related procedures does exist</p>
<p>B: Are the policies included in workers' manuals?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No B1: Please give details: The company's procedures and policies were available in notice boards.</p>
<p>C: Are there any structural additions without required permits/inspections (e.g. floors added)?</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C1: Please give details: There are no structural additions, everything is according to the building operating licence.</p>
<p>D: Are visitors to the site informed on H&S and provided with personal protective equipment</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No D1: Please give details: During the site tour, auditor was provided with PPEs.</p>
<p>E: Is a medical room or medical facility provided for workers? If yes, do the room(s) meet legal requirements and is the size/number of rooms suitable for the number of workers.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No E1: Please give details: There is a medical room, and it meets with the legal requirements.</p>
<p>F: Is there a doctor or nurse on site or there is easy access to first aider/trained medical aid?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No F1: Please give details: There were enough first aider workers in the factory.</p>
<p>G: Where the facility provides worker transport - is it fit for purpose, safe, maintained and operated by competent persons e.g. buses and other vehicles?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No G1: Please give details: Transportation is fit for purpose and it is safe. It was also verified through worker interviews.</p>
<p>H: Is secure personal storage space provided for workers in their living space and is fit for purpose?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No H1: Please give details: Dressing rooms are available for workers to have a secure storage space. It is fit for purpose.</p>
<p>I: Are H&S Risk assessments are conducted (including evaluating the arrangements for workers doing overtime e.g. driving after a long shift) and are there controls to reduce identified risk?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No I1: Please give details: Risk assessment is conducted by OHS Specialists and the risks are identified properly, to reduce identified risks.</p>

<p>J: Is the site meeting its legal obligations on environmental requirements including required permits for use and disposal of natural resources?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No J1: Please give details: The Letter of EIA and Environmental Permit is available for review, which shows that the site is meeting with the legal obligations.</p>
<p>K: Is the site meeting its customer requirements on environmental standards, including the use of banned chemicals?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No N/A K1: Please give details: There were chemical warehouse in the factory. Personal protection equipment's are available and ventilation system was worked in the section.</p>

<p style="text-align: center;">Non-compliance: 0</p>	
<p>1. Description of non-compliance: <input checked="" type="checkbox"/> NC against ETI <input checked="" type="checkbox"/> NC against Local Law: <input type="checkbox"/> NC against customer code: None</p> <p>Local law and/or ETI requirement: None</p> <p>Recommended corrective action: None</p>	<p>Objective evidence observed: Document review</p>

<p style="text-align: center;">Observation:</p>	
<p>Description of observation: None.</p> <p>Local law or ETI requirement: N/A</p> <p>Comments: Nil.</p>	<p>Objective evidence observed: N/A</p>

<p style="text-align: center;">Good Examples observed:</p>	
<p>Description of Good Example (GE): None</p>	<p>Objective evidence observed: N/A</p>

4: Child Labour Shall Not Be Used

[\(Click here to return to summary of findings\)](#)

[\(Click here to return to Key Information\)](#)

ETI

- 4.1 There shall be no new recruitment of child labour.
- 4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- 4.4 These policies and procedures shall conform to the provisions of the relevant ILO Standards.

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is/are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

During the hiring process, factory do verify the age of the workers by checking the official documents of the employees. The firm retain a copy of the documents and keep it in HR files. During the audit, auditor verified 26 workers' personnel files, by reviewing the ages of the workers, through firm employee list, HR files, contracts and health reports. According to the age documentation of the employees, no child labour was found and worker's testimonies support documentary evidence of compliance.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Details: Company policies/procedures, personnel files and recruitment records were obtained for review. It was also verified with management and worker interviews.

Any other comments: None

A: Legal age of employment:	15 Years old
B: Age of youngest worker found:	18 Years old
C: Are there children present on the work floor but not working at the time of audit?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A
D: % of under 18's at this site (of total workers)	0 %
E: Are workers under 18 subject to hazardous work assignments? (Go to clause 3 – Health and Safety)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No E1: If yes, give details: There were no young worker in the factory.

Non-compliance:	
<p>1. Description of non-compliance: <input type="checkbox"/> NC against ETI <input type="checkbox"/> NC against Local Law: <input type="checkbox"/> NC against customer code: None</p> <p>Local law and/or ETI requirement: N/A</p> <p>Recommended corrective action: Nil</p>	<p>Objective evidence observed: N/A</p>

Observation:	
<p>Description of observation: None.</p> <p>Local law or ETI requirement: N/A</p> <p>Comments: Nil.</p>	<p>Objective evidence observed: N/A</p>

Good Examples observed:	
<p>Description of Good Example (GE): None</p>	<p>Objective evidence observed: N/A</p>

5: Living Wages are Paid

[\(Click here to return to summary of findings\)](#)

[\(Click here to return to Key information\)](#)

ETI

5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.

5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.

5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is/are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

All employees were covered with social insurance

There was no employee under the legal minimum wage.

Payslip is given to the employees.

Annual leaves are used by the employees properly.

Wages are paid on 7th of each month.

All employees were paid above minimum wage.

Benefits such as social insurance, annual leave, and child-bearing leave are provided to employees.

According to the documents examined at least legal minimum pay was paid to all workers 1st, 2022: 5004,00 TL/month (Gross- including subsistence allowance); 4253,40 TL/month (Net- including subsistence allowance).

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Details: Time records and payroll review, document review (Leaves, insurance premiums, pay slips, taxes), worker interviews and management declaration.

Any other comments: None

Non-compliance:

1. Description of non-compliance:

NC against ETI NC against Local Law: NC against customer code: None

Local law and/or ETI requirement: N/A

Recommended corrective action: Nil

Objective evidence observed:

N/A

Observation:	
Description of observation: None. Local law or ETI requirement: N/A Comments: Nil.	Objective evidence observed: N/A

Good Examples observed: 4	
Description of Good Example (GE): GE-1: Free food, water and tea are provided to the employees. GE-2: Free transportation service is provided to the workers GE-3: New Year celebration is organized with all employees at the end of year. GE-4: Minimum wage is increased extra %15 for all employees even who did not complete the year workers before minimum wage regulation from government.	Objective Evidence Observed: Verified through site tour, document review and management declaration

Summary Information

Criteria	Local Law <i>(Please state legal requirement)</i>	Actual at the Site <i>(Record site results against the law)</i>	Is this part of a Collective Bargaining Agreement?
A: Standard/Contracted work hours: <i>(Maximum legal and actual required working hours excluding overtime, please state if possible per day, week, and month)</i>	Legal maximum: 45 hours/ week	A1: 45 hours/ week	A2: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A
B: Overtime hours: <i>(Maximum legal and actual overtime hours, please state if possible per day, week, and month)</i>	Legal maximum: 11 total working hours per day (regular + overtime), 270 overtime hours per year	B1: 11 total working hours per day (regular + overtime), 270 overtime hours per year	B2: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A
C: Wage for standard/contracted hours: <i>(Minimum legal and actual minimum wage at site, please state if possible per hr, day, week, and month)</i>	Legal minimum: 5004,00TRY/month(Gross): 4253.40 TRY (Net) since January 2022 3577,50TRY/month(Gross): 2825.90 TRY (Net) since January 2021	C1: 5004,00TRY/month(Gross): 4253.40 TRY (Net) since January 2022 3577,50TRY/month(Gross): 2825.90 TRY (Net) since January 2021	C2: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A
D: Overtime wage:	Legal minimum: Regular overtime hours & Sundays:	D1: Regular overtime hours & Sundays: 150% of normal	D2: <input type="checkbox"/> Yes <input type="checkbox"/> No

(Minimum legal and actual minimum overtime wage at site, please state if possible per hr, day, week, and month)	150% of normal hourly rate. National and public holidays: 200% of normal hourly rate.	hourly rate. National and public holidays: 200% of normal hourly rate.	N/A
-----------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------	---------------------------------------------------------------------------	-----

Wages analysis: (Click here to return to Key Information)	
A: Were accurate records shown at the first request?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
A1: If No , why not?	N/A
B: Sample Size Checked (State number of worker records checked and from which weeks/months – should be current, peak, and random/low. Please see SMETA Best Practice Guidance and Measurement Criteria)	During this initial visit, 26 payroll records of 3 different months, 78 payroll records in total (December 2021, August 2021 and April 2021) to evaluate the wages and compensation status of the factory.
C: Are there different legal minimum wage grades? If Yes , please specify all.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No C1: If Yes , please give details:
D: If there are different legal minimum grades, are all workers graded and paid correctly?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A D1: If No , please give details:
E: For the lowest paid production workers, are wages paid for standard/contracted hours (excluding overtime) below or above the legal minimum?	<input type="checkbox"/> Below legal min <input checked="" type="checkbox"/> Meet <input checked="" type="checkbox"/> Above E1: Lowest actual wages found: <i>Note: full time employees and please state hour / week / month etc.</i> 2021: 3.577,50 TL/Month (Gross) 2.825,90 TL/Month (Net) 2022: 5.004,00 TL/Month (Gross) 4.253,40 TL/Month (Net)
F: Please indicate the breakdown of workforce per earnings:	F1: 0 % of workforce earning under minimum wage F2: 40 % of workforce earning minimum wage F3: 60 % of workforce earning above minimum wage
G: Bonus Scheme found: Please specify details:	Bonus Scheme found: <i>Note: type of employee (e.g. full time, temp, etc.) and please state which units e.g. /hour /week /month etc.</i> N/A
H: What deductions are required by law e.g. social insurance? Please state all types:	Social insurance deduction, income tax, stamp tax and unemployment benefit for insured workers

I: Have these deductions been made?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	I1: Please list all deductions that have been made.	1. Social Insurance Deduction 2. Income Tax 3. Stamp Tax 4. Unemployment Benefit Please describe: Legal deductions are made
		I2: Please list all deductions that have not been made.	1. None 2. Please describe:
J: Were appropriate records available to verify hours of work and wages?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
K: Were any inconsistencies found? (if yes describe nature)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	K1: Type <input type="checkbox"/> Poor record keeping <input type="checkbox"/> Isolated incident <input type="checkbox"/> Repeated occurrence:	
L: Do records reflect all time worked? (For instance, are workers asked to attend meetings before or after work but not paid for their time)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No L1: Please give details:		
M: Is there a defined living wage: <i>This is <u>not normally</u> minimum legal wage. If answered yes, please state amount and source of info: Please see SMETA Best Practice Guidance and Measurement Criteria.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No M1: Please specify amount/time:		
M2: If yes, what was the calculation method used.	<input type="checkbox"/> ISEAL/Anker Benchmarks <input type="checkbox"/> Asia Floor Wage <input type="checkbox"/> Figures provided by Unions <input type="checkbox"/> Living Wage Foundation UK <input type="checkbox"/> Fair Wear Wage Ladder <input type="checkbox"/> Fairtrade Foundation Other – please give details: N/A		
N: Are there periodic reviews of wages? If Yes give details (include whether there is consideration to basic needs of workers plus discretionary income).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No N1: Please give details: The factory has such a periodic review system.		
O: Are workers paid in a timely manner in line with local law?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
P: Is there evidence that equal rates are being paid for equal work:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

	P1: Please give details: Confirmed by workers interview, management interview and facility policy.
Q: How are workers paid:	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input checked="" type="checkbox"/> Bank Transfer <input type="checkbox"/> Other Q1: If other, please explain:

<p>6: Working Hours are not Excessive (Click here to return to summary of findings) (Click here to return to Key Information)</p>
<p>ETI</p>
<p>6.1 Working hours must comply with national laws, collective agreements, and the provisions of 6.2 to 6.6 below, whichever affords the greater protection for workers. Sub-clauses 6.2 to 6.6 are based on international labour standards.</p> <p>6.2 Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week.</p> <p>6.3 All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.</p> <p>6.4 The total hours worked in any 7-day period shall not exceed 60 hours, except where covered by clause 6.5 below.</p> <p>6.5 Working hours may exceed 60 hours in any 7-day period only in exceptional circumstances where all of the following are met:</p> <ul style="list-style-type: none"> - this is allowed by national law; - this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce; - appropriate safeguards are taken to protect the workers' health and safety; and - The employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies. <p>6.6 Workers shall be provided with at least one day off in every 7-day period or, where allowed by national law, 2 days off in every 14-day period.</p>

<p>Current Systems and Evidence Examined</p> <p><i>To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is/are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.</i></p>
<p>Current systems:</p> <p>During this initial visit, 78 (3 months of each 26 employees) sampled worker's time records and payroll records (26 samples from December 2021, 26 samples from August 2021- 26 samples from April 2021) were reviewed. Regular working hours of administration and packing section employees were from Monday to Friday, from 7:00 a.m. to 5:00 p.m. with a 15 minutes' tea breaks at 10:00 a.m. and 4:30 p.m. respectively,</p>

and 30 mins lunch break at 13:00 p.m. Saturdays and Sundays were granted as weekly rest day. Regular working hour was 45 hours per week in total and does meet with the local law. Company had used manual timekeeper to record working time for employees. Employees were not worked on National holidays.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Details:

1. Time and payroll records review
2. Daily production records
3. Employee interview

Non-compliance:

1. Description of non-compliance:

- NC against ETI/Additional Elements
 NC against customer code:

Nothing to report.

- NC against Local Law

Local law and/or ETI requirement:

Nothing to report.

Recommended corrective action:

Nothing to report.

Objective evidence observed:

Nothing to report.

Observation:

Description of observation:

Nothing to report.

Local law or ETI requirement:

Nothing to report.

Comments:

Nothing to report.

Objective evidence observed:

Nothing to report.

Good Examples observed:

Description of Good Example (GE):

Nothing to report.

Objective evidence observed:

Nothing to report.

Working hours' analysis Please include time e.g. hour/week/month (Go back to Key information)					
Systems & Processes					
A. What timekeeping systems are used: time card etc.	Describe: Finger Attendance System				
B: Is sample size same as in wages section?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No B1: If no, please give details				
C: Are standard/contracted working hours defined in all contracts/employment agreements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	C1: If NO, please give details including % and which type of workers do NOT have standard hours defined in contracts/employment agreements. Please give details:			
D: Are there any other types of contracts/employment agreements used?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	D1: If YES, please complete as appropriate:			
		<input type="checkbox"/> 0 hrs	<input type="checkbox"/> Part time	<input type="checkbox"/> Variable hrs	<input type="checkbox"/> Other
		If "Other", Please define:			
		N/A			
E. Do any standard/contracted working hours defined in contracts/employment agreements exceed 48 hours per week?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	E1: If yes , please detail hours, %, types of workers affected and frequency Please give details:			
F: Are workers provided with at least 1 day off in every 7-day-period, or 2 in 14-day-period?	F2: Please select all applicable: <input checked="" type="checkbox"/> 1 in 7 days <input type="checkbox"/> 2 in 14 days <input type="checkbox"/> No If 'No', please explain:	F3: Is this allowed by local law? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
		Maximum number of days worked without a day off (in sample):			
		According to the sampled time records of the employees, maximum number of days worked without a day of is 6.			

Standard/Contracted Hours worked		
G: Were standard working hours over 48 hours per week found?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	G1: If yes, % of workers & frequency:
H: Any local waivers/local law or permissions which allow averaging/annualised hours for this site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	H1: If yes, please give details:
Overtime Hours worked		
I: Actual overtime hours worked in sample (State per day/week/month)	Highest OT hours: 3 hours per day in December 2021 1 hours per week in August 2021 2 hours per month in April 2021	
J: Combined hours (standard or contracted + overtime hours = total) over 60 found? Please give details:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
K: Approximate percentage of total workers on highest overtime hours:	0,5%	
L: Is overtime voluntary?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Conflicting Information	L1: Please detail evidence e.g. Wording of contract / employment agreement / handbook / worker interviews / refusal arrangements: According to the worker contracts and worker interviews, it was concluded that overtime is voluntary
Overtime Premiums		
M: Are the correct legal overtime premiums paid?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A – there is no legal requirement to OT premium	M1: Please give details of normal day overtime premium as a % of standard wages: 150% of hourly rate times how many hours in a day worked.
N: Is overtime paid at a premium?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	N1: If yes, please describe % of workers & frequency:

<p>O: If the site pays less than 125% OT premium and this is allowed under local law, are there other considerations? Please complete the boxes where relevant.</p>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Consolidated pay (May be standard wages above minimum legal wage, with no/low overtime premium) <input type="checkbox"/> Collective Bargaining agreements <input type="checkbox"/> Other
	<p>O1: Please explain any checked boxes above e.g. detail of consolidated pay / CBA or Other</p>
	<p>N/A</p>
<p>P: If more than 60 total hours per week and this is legally allowed, are there other considerations? Please complete the boxes where relevant.</p>	<input type="checkbox"/> Overtime is voluntary <input type="checkbox"/> Onsite Collective bargaining allows 60+ hours/week <input type="checkbox"/> Safeguards are in place to protect worker's health and safety <input type="checkbox"/> Site can demonstrate exceptional circumstances <input type="checkbox"/> Other reasons (please specify)
	<p>P1: Please explain any checked boxes above e.g. detail of consolidated pay / CBA or other:</p>
	<p>N/A</p>
<p>Q: Is there evidence that overtime hours are being used for extended periods to make up for labour shortages or increased order volumes?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <p>Q1: If yes, please give details:</p>
<p>R: If sufficient workers cannot be hired, are new working time arrangements explored to ensure that overtime is the exception rather than the rule.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

7: No Discrimination is Practiced

[\(Click here to return to summary of findings\)](#)

ETI

7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is/are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

There was no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation. During the audit, management stated that practising no discrimination is an important company rule in every aspect of employment. It was verified through worker interviews that there is no discrimination practised.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Details: It was verified through document review, management declaration and employment interviews.
Any other comments: None

A: Gender breakdown of Management + Supervisors <i>(Include as one combined group)</i>	A1: Male: 55 % A2: Female 45 %
B: Number of women who are in skilled or technical roles e.g. where specific qualifications are needed i.e. machine engineer / laboratory analyst:	5
C: Is there any evidence of discrimination based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation?:	<input type="checkbox"/> Hiring <input type="checkbox"/> Compensation <input type="checkbox"/> Access to training <input type="checkbox"/> Promotion <input type="checkbox"/> Termination or retirement <input checked="" type="checkbox"/> No evidence of discrimination found C1: Please give details: No discrimination issue was reported.

Professional Development	
A: What type of training and development are available for workers?	OHS Trainings, Orientation, First Aid trainings, Fire Safety Trainings
B: Are HR decisions e.g. promotion, training, compensation based on objective, transparent criteria?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, please give details:

Non-compliance:	
1. Description of non-compliance: <input type="checkbox"/> NC against ETI <input type="checkbox"/> NC against Local Law: <input type="checkbox"/> NC against customer code: None Local law and/or ETI requirement: N/A Recommended corrective action: Nil	Objective evidence observed: N/A
Observation:	
Description of observation: None. Local law or ETI requirement: N/A Comments: Nil.	Objective evidence observed: N/A

Good Examples observed:	
Description of Good Example (GE): None	Objective evidence observed: N/A

8: Regular Employment Is Provided

[\(Click here to return to summary of findings\)](#)

[\(Click here to return to Key Information\)](#)

ETI

8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

Additional Elements: Responsible Recruitment

8.3 Suppliers have full understanding of the entire recruitment process and assess all labour recruiters and intermediaries against legal and/or ethical requirements.

8.4 There are effective management systems in place to identify and monitor the hiring and management of all migrant workers, contract workers, agency workers, temporary or casual labour. The supplier shall implement processes to enable adequate control over agencies with regards the above points and related legislation.

8.5 Employment agencies must only supply workers registered with them.

8.6 Workers pay no recruitment fee at any stage of the recruitment process.

8.7 Worker contracts accurately reflect the agreed payment and terms in the recruitment process and are understood and signed by workers.

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is/are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

Employees' labour contracts were available in their personnel files. Labour contracts were in accordance with the laws and regulations. A copy of employment contract was given to employees. All employees were registered to the social security.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Details: Personnel files and signed labour contracts were checked. It was verified through management declaration and worker interviews.

Any other comments: None.

Non-compliance:	
<p>1. Description of non-compliance: <input type="checkbox"/> NC against ETI <input type="checkbox"/> NC against Local Law: <input type="checkbox"/> NC against customer code: None</p> <p>Local law and/or ETI requirement: N/A</p> <p>Recommended corrective action: Nil</p>	<p>Objective evidence observed: N/A</p>

Observation:	
<p>Description of observation: None.</p> <p>Local law or ETI requirement: N/A</p> <p>Comments: Nil.</p>	<p>Objective evidence observed: N/A</p>

Good Examples observed:	
<p>Description of Good Example (GE): None</p>	<p>Objective evidence observed: N/A</p>

Responsible Recruitment

All Workers	
A: Were all workers presented with terms of employment at the time of recruitment, did they understand them and are they same as current conditions?	<input checked="" type="checkbox"/> Terms & Conditions presented <input checked="" type="checkbox"/> Understood by workers <input checked="" type="checkbox"/> Same as actual conditions A1: If any are unchecked, please describe finding and specific category(ies) of workers affected:
B: Did workers' pay any fees, taxes, deposits or bonds for the purpose of recruitment/placement?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No B1: If yes, please describe details and specific category(ies) of workers affected:
C: If yes, check all that apply:	<input type="checkbox"/> Recruitment / hiring fees <input type="checkbox"/> Service fees <input type="checkbox"/> Application costs <input type="checkbox"/> Recommendation fees <input type="checkbox"/> Placement fees <input type="checkbox"/> Administrative, overhead or processing fees <input type="checkbox"/> Skills tests <input type="checkbox"/> Certifications <input type="checkbox"/> Medical screenings <input type="checkbox"/> Passports/ID's <input type="checkbox"/> Work / resident permits <input type="checkbox"/> Birth certificates <input type="checkbox"/> Police clearance fees <input type="checkbox"/> Any transportation and lodging costs after employment offer <input type="checkbox"/> Any transport costs between work place and home <input type="checkbox"/> Any relocation costs after commencement of employment <input type="checkbox"/> New hire training / orientation fees <input type="checkbox"/> Medical exam fees <input type="checkbox"/> Deposit bonds or other deposits <input type="checkbox"/> Any other non-monetary assets <input type="checkbox"/> Other – C1: If other, please give details:
D: If any checked, give details:	NA

Migrant Workers:	
<i>The term "migrant worker" refers to a person who is engaged or has been engaged in a remunerated activity in a country of which they are not a national or permanent resident or has purposely migrated on a temporary basis to another in-country region to seek and engage in a remunerated activity</i>	
A: Type of work undertaken by migrant workers:	No migrant worker is available
B: Please give details about recruitment agencies for migrant workers:	B1: Total number of (in country recruitment agencies) used: 0 B2: Total number of (outside of local country) recruitment agencies used: 0
C: Are migrant workers' voluntary deductions (such as for remittances) confirmed in writing by the worker and is evidence of the transaction supplied by the facility to the worker?	<input type="checkbox"/> Yes <input type="checkbox"/> No C1: Please describe finding: N/A C2: Observations:
D: Are Any migrant workers in skilled, technical, or management roles <i>Migrant Workers (this should include all migrant workers including permanent workers, temporary and/or seasonal workers)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No D1: If yes, number and example of roles:

NON-EMPLOYEE WORKERS

Recruitment Fees:	
A: Are there any fees?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
B: If yes, check all that apply:	<input type="checkbox"/> Recruitment / hiring fees <input type="checkbox"/> Service fees <input type="checkbox"/> Application costs <input type="checkbox"/> Recommendation fees <input type="checkbox"/> Placement fees <input type="checkbox"/> Administrative, overhead or processing fees <input type="checkbox"/> Skills tests <input type="checkbox"/> Certifications <input type="checkbox"/> Medical screenings <input type="checkbox"/> Passports/ID's <input type="checkbox"/> Work / resident permits <input type="checkbox"/> Birth certificates <input type="checkbox"/> Police clearance fees <input type="checkbox"/> Any transportation and lodging costs after employment offer <input type="checkbox"/> Any transport costs between work place and home <input type="checkbox"/> Any relocation costs after commencement of employment <input type="checkbox"/> New hire training / orientation fees <input type="checkbox"/> Medical exam fees

	<input type="checkbox"/> Deposit bonds or other deposits <input type="checkbox"/> Any other non-monetary assets <input type="checkbox"/> Other B1 – If other, please give details:
C: If any checked, give details:	NA

Agency Workers (if applicable) <i>(workers sourced from a local agent who are not directly paid by the site, but paid by the agency, Usually the agencies are paid by the site and the wages of the individual workers are paid by the agency.)</i>	
A: Number of agencies used (average):	A1: Names if available: No agency worker used.
B: Were agency workers' age / pay / hours included within the scope of this audit?	<input type="checkbox"/> Yes <input type="checkbox"/> No
C: Were sufficient documents for agency workers available for review?	<input type="checkbox"/> Yes <input type="checkbox"/> No
D: Is there a legal contract / agreement with all agencies?	<input type="checkbox"/> Yes <input type="checkbox"/> No D1: Please give details:
E: Does the site have a system for checking labour standards of agencies? If yes, please give details.	<input type="checkbox"/> Yes <input type="checkbox"/> No E1: Please give details:

Contractors: <i>Note: contractors in this context are generally individuals who supply several workers to a site. Usually the contractors are paid by the site and the wages of the workers are paid by the contractor. Common terms include, gang bosses, labor provider,</i>	
A: Any contractors on site?	<input type="checkbox"/> Yes <input type="checkbox"/> No A1: If yes, how many contractors are present, please give details: N/A
B: If Yes , how many workers supplied by contractors?	N/A
C: Do all contractor workers understand their terms of employment?	<input type="checkbox"/> Yes <input type="checkbox"/> No C1: Please describe finding: N/A
D: If Yes , please give evidence for contractor workers being paid per law:	N/A

8A: Sub-Contracting and Homeworking

[\(Click here to return to summary of findings\)](#)

[\(Click here to return to Key Information\)](#)

8A.1 There should be no sub-contracting unless previously agreed with the main client.

8A.2 Systems and processes should be in place to manage sub-contracting, homeworking and external processing.

Note to auditor on homeworking:

Report on whether it is direct or via agents. How many workers, relationship with site and what control systems are in place.

Note to auditor on subcontracting: auditor should use this section for subcontractors of part made or wholly made finished goods, this section should not be used for raw material manufacturers unless instructed otherwise by customers

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is/are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

Through management interview and document review, there were no subcontractor used by the factory.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Document review, factory tour, management interview, worker interview

If any processes are sub-contracted – please populate below boxes

Process Subcontracted	NA
Name of factory	NA
Address	NA

Non-compliance:	
<p>1. Description of non-compliance: <input type="checkbox"/> NC against ETI <input type="checkbox"/> NC against Local Law: <input type="checkbox"/> NC against customer code: None</p> <p>Local law and/or ETI requirement: N/A</p> <p>Recommended corrective action: Nil</p>	<p>Objective evidence observed: N/A</p>

Observation:	
<p>Description of observation: None.</p> <p>Local law or ETI requirement: N/A</p> <p>Comments: Nil.</p>	<p>Objective evidence observed: N/A</p>

Good Examples observed:	
<p>Description of Good Example (GE): None</p>	<p>Objective evidence observed: N/A</p>

Summary of sub-contracting – if applicable <input type="checkbox"/> Not Applicable please x	
A: Has the auditor made a simple calculation to compare capacity with workers' work load in order to identify possible unrecorded work or undeclared sub-contracting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No A1: Please describe: There were no external subcontractor used by the factory and no undeclared sub-contracting process in the factory.
B: If sub-contractors are used, is there evidence this has been agreed with the main client?	<input type="checkbox"/> Yes <input type="checkbox"/> No B1: If Yes , summarise details: NA
C: Number of sub-contractors/agents used:	0
D: Is there a site policy on sub-contracting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No D1: If Yes , summarise details: There were procedure and policy and posted for workers.
E: What checks are in place to ensure no child labour is being used and work is safe?	Procedure and policy were posted in the factory production area and workers had been trained in the factory.

Summary of homeworking – if applicable <input type="checkbox"/> Not Applicable please x			
A: If homeworking is being used, is there evidence this has been agreed with the main client?	<input type="checkbox"/> Yes <input type="checkbox"/> No A1: If Yes , summarise details: N/A		
B: Number of homeworkers	B1: Male:	B2: Female:	Total:
C: Are homeworkers employed direct or through agents?	<input type="checkbox"/> Directly <input type="checkbox"/> Through Agents N/A		C1: If through agents, number of agents:
			N/A
D: Is there a site policy on homeworking?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A		
E: How does the site ensure worker hours and pay meet local laws for homeworkers?	N/A		
F: What processes are carried out by homeworkers?	N/A		

G: Do any contracts exist for homeworkers?	<input type="checkbox"/> Yes <input type="checkbox"/> No G1: Please give details: N/A
H: Are full records of homeworkers available at the site?	<input type="checkbox"/> Yes <input type="checkbox"/> No N/A

9: No Harsh or Inhumane Treatment is Allowed
[\(Click here to return to summary of findings\)](#)

ETI

9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.
 Additional elements:
 9.2 companies should provide access to a confidential grievance mechanism for all workers

A: Are there published, anonymous and/or open channels available for reporting any violations of Labour standards and H&S or any other grievances to a 3 rd party?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No A1: Please give details: The Company does not have a grievance mechanism to a third party, but has internal grievance mechanism.
B: If Yes , are workers aware of these channels and have access? Please give details.	N/A
C: If yes, what type of mechanism is used e.g. hotline, whistle blowing mechanism, comment box etc. Please give details.	N/A
D: Which of the following groups is there a grievance mechanism in place for?	<input checked="" type="checkbox"/> Workers <input type="checkbox"/> Communities <input type="checkbox"/> Suppliers <input type="checkbox"/> Other D1: Please give details: There was worker representative, grievance procedure, suggestion boxes and open-door policy in the factory.
E: Are there any open disputes?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No E1: If yes, please give details
F: Does the site encourage its business partners (e.g. suppliers) to provide individuals and communities with access to effective grievance mechanisms (e.g. helplines or whistle blowing mechanism)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No F1: If no, please give details: Grievance procedure was established, suggestion boxes were accessible in production

	area and workers could easily reach the management and worker representatives by open door policy.
G: Is there a published and transparent disciplinary procedure?	<input type="checkbox"/> Yes <input type="checkbox"/> No G1: If no, please explain N/A
H: If yes, are workers aware of these the disciplinary procedure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No H1: If no, please give details
I: Does the disciplinary procedure allow for deductions from wages (fines) for disciplinary purposes (see wages section)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No I1: If yes, please give details

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is /are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

During the audit, it was concluded that there was no evidence of physical abuse, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation. Disciplinary records of incidents are properly recorded, and actions are taken according to the company policy and procedures. During the employee interviews, it was verified that disciplinary actions are in place and does not tolerate harsh or inhumane treatment. Grievance mechanism for employees is available, through wish and complaint box, open door policy and worker representatives.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Details: It was verified though worker interviews, document review and management declaration

Any other comments: None

Non-compliance:

1. Description of non-compliance:

NC against ETI NC against Local Law: NC against customer code: None

Local law and/or ETI requirement: N/A

Recommended corrective action: Nil

Objective evidence observed:

N/A

Observation:	
Description of observation: None. Local law or ETI requirement: N/A Comments: Nil.	Objective evidence observed: N/A

Good Examples observed:	
Description of Good Example (GE): None	Objective evidence observed: N/A

10. Other Issue areas: 10A: Entitlement to Work and Immigration <i>(Click here to return to NC-table)</i>
<p align="center">Additional Elements</p> <p>10A.1 Only workers with a legal right to work shall be employed or used by the supplier. 10A.2 All workers, including employment agency staff, must be validated by the supplier for their legal right to work by reviewing original documentation.</p>

Current Systems and Evidence Examined
<p><i>To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is/are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.</i></p>
<p>Current systems:</p> <p>During this audit, 26 sampled worker's employment files and contracts were reviewed and the terms and conditions were found as per law. All workers were local workers and have social security insurance paid on-time. All employees are eligible for work per law. Employee social security starts when the employment begins, and a copy of the original documentation of the employee that proves eligibility for work is kept within the HR files.</p> <p>Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):</p> <p>Details: It was verified through checking HR Files and National Insurance files, also by management declaration and worker interviews. Any other comments: None</p>

Non-compliance:	
<p>1. Description of non-compliance: <input type="checkbox"/> NC against ETI <input type="checkbox"/> NC against Local Law: <input type="checkbox"/> NC against customer code: None Local law and/or ETI requirement: N/A Recommended corrective action: Nil</p>	<p>Objective evidence observed: N/A</p>

Observation:	
<p>Description of observation: None. Local law or ETI requirement: N/A Comments: Nil.</p>	<p>Objective evidence observed: N/A</p>

Good Examples observed:	
<p>Description of Good Example (GE): None</p>	<p>Objective evidence observed: N/A</p>

10. Other issue areas 10B4: Environment 4–Pillar

[\(Click here to return to summary of findings\)](#)

To be completed for a 4–Pillar SMETA Audit and remove the previous page which is 10B2 environment 2 pillar

B.4. Compliance Requirements

10B4.1 Businesses as a minimum must meet the requirements of local and national laws related to environmental standards.

10B4.2 Where it is a legal requirement, businesses must be able to demonstrate that they have the relevant valid permits including for use and disposal of resources e.g. water, waste etc.

10B4.3 Businesses shall be aware of their end client’s environmental standards/code requirements

10B4.4 Suppliers should have an environmental policy, covering their environmental impact, which is communicated to all appropriate parties, including its own suppliers.

10B4.5 Suppliers shall be aware of the significant environmental impact of their site and its processes.

10B4.6 The site should measure its impacts, including continuous recording and regular reviews of use and discharge of natural resources e.g. energy use, water use (see 4–pillar audit report and audit checks for details).

10B4.7 Businesses shall make continuous improvements in their environmental performance.

10B4.8 Businesses shall have available for review any environmental certifications or any environmental management systems documentation

10B4.9 Businesses should have a nominated individual responsible for co–ordinating the site's efforts to improve environmental performance.

B4. Guidance for Observations

10B4.10 Suppliers should have completed the appropriate section of the SAQ and made it available to the auditor.

10B4.11 Has the site recently been subject to (or pending) any fines/prosecutions for noncompliance to environmental regulations.

Note for auditors and readers. This environment section is intended to take not more than 0.25 auditor days. It is an assessment only and the main requirement is to establish whether a site is meeting applicable environmental laws and/or has any certifications or environmental management systems in place. Following this assessment, the client/supplier may decide a full environmental audit is required (see also best practice guidance/environment and guidance for auditor)

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is/are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

There is a written environment policy of the facility. The facility is meeting its legal obligations on environmental requirements The facility does not use processes with negative environmental impacts.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Details:

Environmental documents such as environmental permit is checked. The facility is meeting its legal obligations on environmental requirements.

Any other comments: None

Non-compliance:	
<p>1. Description of non-compliance: <input type="checkbox"/> NC against ETI <input type="checkbox"/> NC against Local Law: <input type="checkbox"/> NC against customer code: None</p> <p>Local law and/or ETI requirement: N/A</p> <p>Recommended corrective action: Nil</p>	<p>Objective evidence observed: N/A</p>

Observation:	
<p>Description of observation: None.</p> <p>Local law or ETI requirement: N/A</p> <p>Comments: Nil.</p>	<p>Objective evidence observed: N/A</p>

Good examples observed:	
<p>Description of Good Example (GE): None</p>	<p>Objective evidence observed: N/A</p>

Environmental Analysis <i>(Site declaration only – this has not been verified by auditor. Please state units in all cases below.)</i>	
A: Is there a manager responsible for Environmental issues (Name and Position):	Mr.Sercan Zorbakır– Environmental responsible
B: Has the site conducted a risk assessment on the environmental impact of the site, including implementation of controls to reduce identified risks?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No B1: Please give details: Environmental Aspect & Impact analysis Table has been documented.
C: Does the site have a recognised environmental system certification such as ISO 14000 or equivalent? Please give details.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
D: Does the site have an Environmental policy? <i>(For guidance, please see Measurement criteria)</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No D1: If yes, is it publicly available? Yes Integrated Management System Policy is available.
E: If yes, does it address the key impacts from their operations and their commitment to improvement?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Details: The Integrated policy has been included key impacts from our operations and commitment to improvement.
F: Does the site have a Biodiversity policy? <i>(For guidance, please see Measurement criteria)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
G: Is there any other sustainability systems present such as Chain of Custody, Forest Stewardship Council (FSC), Marine Stewardship Council (MSC) etc.? Please gives details. <i>(For guidance, please see Measurement criteria)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Details:
H: Have all legally required permits been shown? Please gives details.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Details: Evaluation list of compliance with legal and other requirements.
I: Is there a documentation process to record hazardous chemicals used in the manufacturing process?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A Details: MSDS have been documented and distributed to the relevant departments.
J: Is there a system for managing client's requirements and legislation in the destination countries regarding environmental and chemical issues?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Details: The facility has a system for managing client's

	requirements and legislation in the destination countries regarding environmental and chemical issues.
K: Facility has reduction targets in place for environmental aspects e.g. water consumption and discharge, waste, energy and green-house gas emissions:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Details: Our targets have been determined in the 2020 – 2024 Strategic Plan. Example: reduction of energy consumption (electricity, water ...), natural resource consumption
L: Facility has evidence of waste recycling and is monitoring volume of waste that is recycled.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
M: Does the facility have a system in place for accurately measuring and monitoring consumption of key utilities of water, energy and natural resources that follows recognised protocols or standards?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Details: The water, and electricity consumption are monitored monthly with additional meters
N: Has the facility checked that any Sub-Contracting agencies or business partners operating on the premises have the appropriate permits and licences and are conducting business in line with environmental expectations of the facility?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Details: Necessary environmental audits have been carried out in the company that receives our recycled waste from our facility.

Usage/Discharge analysis

Criteria	Previous year: Please state period: 2020	Current Year: Please state period: 2021
Electricity Usage: Kw/hrs	33791,29 kWh	387953,92 kWh
Renewable Energy Usage: Kw/hrs	NA	NA
Gas Usage: Kw/hrs	NA	NA
Has site completed any carbon Footprint Analysis?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes , please state result	NA	NA
Water Sources: Please list all sources e.g. lake, river, and local water authority.	City water	City water
Water Volume Used: (m ³)	1008 m ³	1524 m ³
Water Discharged: Please list all receiving waters/recipients.	City Sewerage System	City Sewerage System

Water Volume Discharged: (m ³)	953 m ³ /year	627 m ³ /year
Water Volume Recycled: (m ³)	953m ³	627m ³
Total waste Produced (please state units)	All departments	All departments
Total hazardous waste Produced: (please state units)	NONE	NONE
Waste to Recycling: (please state units)	98.105 kg	119.340 kg
Waste to Landfill: (please state units)	Non-hazardous city waste area	Non-hazardous city waste area
Waste to other: (please give details and state units)	NA	NA
Total Product Produced (please state units)	12.347.010 pcs / year	180.120.210 pcs / year

10C: Business Ethics – 4-Pillar Audit

[\(Click here to return to summary of findings\)](#)

To be completed for a 4-Pillar SMETA Audit

10C. Compliance Requirements

10C.1 Businesses shall conduct their business ethically without bribery, corruption, or any type of fraudulent Business Practice.

10C.2 Businesses as a minimum must meet the requirements of local and national laws related to bribery, corruption, or any type of fraudulent Business Practices.

10C.3 Where it is a legal requirement, businesses must be able to demonstrate that they comply with all fiscal legislative requirements.

10C.4 Businesses shall have access to a transparent system in place for confidentially reporting, and dealing with unethical Business Ethics without fear of reprisals towards the reporter.

10C.5 Businesses should have a Business Ethics policy, covering bribery, corruption, or any type of fraudulent Business Practice,

10C.6 Businesses should have a designated person responsible for implementing standards concerning Business Ethics

10C.7 Suppliers should ensure that the staff whose job roles carry a higher level of risk in the area of ethical Business Practice e.g. sales, purchasing, logistics are trained on what action to take in the event of an issue arising in their area.

10C. Guidance for Observations

10C.8 Businesses should communicate their Business Ethics policy, covering bribery, corruption, or any type of fraudulent Business Practice to all appropriate parties, including its own suppliers.

10C.9 Has the site recently been subject to (or pending) any fines/prosecutions for non-compliance to Business Ethics regulations. If so is there evidence that sustainable corrective actions have been implemented

Note for auditors and readers. This Business Ethics section is intended to take not more than 0.25 auditor days. It is an assessment not an audit.

Current Systems and Evidence Examined

To complete 'current systems' Auditors examine policies and written procedures in conjunction with relevant managers, to understand, and record what controls and processes are currently in place e.g. record what policies are in place, what relevant procedures are carried out, who is /are responsible for the management of this item of the code. Evidence checked should detail any documentary or verbal evidence shown to support the systems.

Current systems:

The supplier has received and acknowledged the Business Ethics policy of the auditor/audit company. The facility complies with all fiscal legislative requirements. The facility has a designated person responsible for implementing standards concerning Business Ethics who are Sercan Zorbakir – CSR RESPONSIBLE The facility has a Business Ethics policy, covering bribery, corruption, or any type of fraudulent Business Ethics.

Evidence examined – to support system description (Documents examined & relevant comments. Include renewal/expiry date where appropriate):

Document review,

Employee and management interview

Details:

None

Non-compliance:	
<p>1. Description of non-compliance: <input type="checkbox"/> NC against ETI <input type="checkbox"/> NC against Local Law: <input type="checkbox"/> NC against customer code: None</p> <p>Local law and/or ETI requirement: N/A</p> <p>Recommended corrective action: Nil</p>	<p>Objective evidence observed: N/A</p>

Observation:	
<p>Description of observation: None.</p> <p>Local law or ETI requirement: N/A</p> <p>Comments: Nil.</p>	<p>Objective evidence observed: N/A</p>

Good examples observed:	
<p>Description of Good Example (GE): None</p>	<p>Objective evidence observed: N/A</p>

<p>A: Does the facility have a Business Ethics Policy and is the policy communicated and applied internally, externally or both, as appropriate?</p>	<p><input checked="" type="checkbox"/> Internal Policy <input checked="" type="checkbox"/> Policy for third parties including suppliers</p> <p>A1: Please give details: The facility has a Business Ethics Policy and the policy was communicated and applied internally, externally.</p>
<p>B: Does the site give training to relevant personnel (e.g. sales and logistics) on business ethics issues?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B1: Please give details: The site gives training to relevant personnel on business ethics issue.</p>
<p>C: Is the policy updated on a regular (as needed) basis?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C1: Please give details: There is updated business ethics policy.</p>
<p>D: Does the site require third parties including suppliers to complete their own business ethics training</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D1: Please give details: The facility has a Business Ethics Policy and the policy was communicated and applied internally, externally.</p>

Other Findings Outside the Scope of the Code
None

Community Benefits
<i>(Please list below any specific community benefits that the site management stated that they were involved in, for example, HIV programme, education, sports facilities)</i>
None

Appendix 1

<p>Comparison between ETI code and Customer's Supplier's Code. Any areas where a site complies with the Customer's Supplier Code, but not with the ETI code are discussed at the audit close out meeting and recorded on the CAPR. Note to supplier "for this customer it may not be necessary to complete corrective actions where NC's DO NOT meet the ETI code, but DO meet your customer's code. If the audit is shared with other customers who work to the ETI code or an equivalent international standard, corrective actions will be necessary."</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Not Applicable please x</p>	
<p>NOTE: The provisions of the ETI base Code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying the ETI Base Code are expected to comply with national and other applicable law and, where the provisions of law and the ETI Base Code address the same subject, to apply that provision which affords the greater protection.</p>	<p>Instruction to Audit Company: fill in the relevant clauses from the Customer Supplier Code - where applicable.</p>
ETI Code / Additional Elements	Customer's Supplier Code equivalent
0.A. Universal Rights covering UNGP	0.A. Universal Rights covering UNGP
<p>0.A. Guidance for Observations</p> <p>0.A.1 Businesses should have a policy, endorsed at the highest level, covering human rights impacts and issues, and ensure it is communicated to all appropriate parties, including its own suppliers.</p> <p>0.A.2 Businesses should have a designated person responsible for implementing standards concerning Human rights</p> <p>0.A.3 Businesses shall identify their stakeholders and salient issues.</p> <p>0.A.4 Businesses shall measure their direct, indirect, and potential impacts on stakeholders (rights holders) human rights.</p>	<p>N/A</p>

<p>0.A.5 Where businesses have an adverse impact on human rights within any of their stakeholders, they shall address these issues and enable effective remediation.</p> <p>0.A.6 Businesses shall have a transparent system in place for confidentially reporting, and dealing with human rights impacts without fear of reprisals towards the reporter.</p>	
<p>0.B. Management Systems & Code Implementation</p>	<p>0.B. Management Systems & Code Implementation</p>
<p>0.1 Suppliers are expected to implement and maintain systems for delivering compliance to this Code.</p> <p>0.2 Suppliers shall appoint a senior member of management who shall be responsible for compliance with the Code.</p> <p>0.3 Suppliers are expected to communicate this Code to all employees.</p> <p>0.4 Suppliers should communicate this code to their own suppliers and, where reasonably practicable, extend the principles of this Ethical Code through their supply chain.</p>	<p>N/A</p>
<p>ETI 1. Forced Labour</p>	<p>ETI 1. Forced Labour</p>
<p>1.1 There is no forced, bonded or involuntary prison labour.</p> <p>1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.</p>	<p>N/A</p>
<p>ETI 2. Freedom of association and the right to collective bargaining are respected</p>	<p>ETI 2. Freedom of association and the right to collective bargaining are respected</p>
<p>2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.</p> <p>2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.</p> <p>2.3 Workers' representatives are not discriminated against and have access to carry out their representative functions in the workplace.</p> <p>2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.</p>	<p>N/A</p>
<p>ETI 3. Working conditions are safe and hygienic</p>	<p>ETI 3. Working conditions are safe and hygienic</p>

<p>3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.</p> <p>3.2 Workers shall receive regular and recorded Health & Safety training, and such training shall be repeated for new or reassigned workers.</p> <p>3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.</p> <p>3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.</p> <p>3.5 The company observing the code shall assign responsibility for Health & Safety to a senior management representative.</p>	<p>N/A</p>
<p>ETI 4. Child labour shall not be used</p>	<p>ETI 4. Child labour shall not be used</p>
<p>4.1 There shall be no new recruitment of child labour.</p> <p>4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.</p> <p>4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions.</p> <p>4.4 These policies and procedures shall conform to the provisions of the relevant ILO Standards.</p>	<p>N/A</p>
<p>ETI 5. Living wages are paid</p>	<p>ETI 5. Living wages are paid</p>
<p>5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.</p> <p>5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.</p> <p>5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed</p>	<p>N/A</p>




<p>permission of the worker concerned. All disciplinary measures should be recorded.</p>	
<p>ETI 6. Working Hours are not excessive</p>	<p>ETI 6. Working Hours are not excessive</p>
<p>6.1 Working hours must comply with national laws, collective agreements, and the provisions of 6.2 to 6.6 below, whichever affords the greater protection for workers. Sub-clauses 6.2 to 6.6 are based on international labour standards.</p> <p>6.2 Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week.</p> <p>6.3 All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.</p> <p>6.4 The total hours worked in any 7 day period shall not exceed 60 hours, except where covered by clause 6.5 below.</p> <p>6.5 Working hours may exceed 60 hours in any 7 day period only in exceptional circumstances where all of the following are met:</p> <ul style="list-style-type: none"> - this is allowed by national law; - this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce; - appropriate safeguards are taken to protect the workers' health and safety; and - The employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies. <p>6.6 Workers shall be provided with at least one day off in every 7 day period or, where allowed by national law, 2 days off in every 14 day period.</p>	<p>N/A</p>
<p>ETI 7. No discrimination is practised</p>	<p>ETI 7. No discrimination is practised</p>
<p>7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender,</p>	<p>N/A</p>

marital status, sexual orientation, union membership or political affiliation.	
ETI 8. Regular employment is provided	ETI 8. Regular employment is provided
<p>8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.</p> <p>8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.</p> <p>Additional Elements: Responsible Recruitment</p> <p>8.3 Suppliers have full understanding of the entire recruitment process and assess all labour recruiters and intermediaries against legal and/or ethical requirements.</p> <p>8.4 There are effective management systems in place to identify and monitor the hiring and management of all migrant workers, contract workers, agency workers, temporary or casual labour The supplier shall implement processes to enable adequate control over agencies with regards the above points and related legislation.</p> <p>8.5 Employment agencies must only supply workers registered with them.</p> <p>8.6 Workers pay no recruitment fee at any stage of the recruitment process.</p> <p>8.7 Worker contracts accurately reflect the agreed payment and terms in the recruitment process and are understood and signed by workers.</p>	N/A
8A: Sub-Contracting and Homeworking	8A: Sub-Contracting and Homeworking
<p>8A.1 There should be no sub-contracting unless previously agreed with the main client.</p> <p>8A.2 Systems and processes should be in place to manage sub-contracting, homeworking and external processing.</p>	N/A
ETI 9. No harsh or inhumane treatment is allowed	ETI 9. No harsh or inhumane treatment is allowed
9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.	N/A

<p>Additional elements: 9.2 companies should provide access to a confidential grievance mechanism for all workers</p>	
<p>10. Other Issue areas: 10A: Entitlement to Work and Immigration</p>	
<p>Additional Elements 10A.1 Only workers with a legal right to work shall be employed or used by the supplier. 10A.2 All workers, including employment agency staff, must be validated by the supplier for their legal right to work by reviewing original documentation.</p>	<p>N/A</p>
<p>10. Other issue areas 10B2: Environment 2–Pillar</p>	
<p>10B2.1 Suppliers must comply with the requirements of local and international laws and regulations including having necessary permits. 10B2.2 The supplier should be aware of and comply with their end clients' environmental requirements. <i>Note for auditors and readers, this is not a full environmental assessment but a check on basic systems and management approach.</i></p>	<p>N/A</p>

Photo Form

<p>Factory Out view</p>	<p>Factory Name</p>	<p>Production Section</p>
<p>Production Section</p>	<p>Warehouse</p>	<p>Warehouse</p>
<p>Doctor Room</p>	<p>Canteen</p>	<p>Toilets</p>

		
<p>Changing Room</p>	<p>Chargeable Lights</p>	<p>Smoke Detectors</p>



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[Click here for Supplier \(B\) members:](#)

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SMETA Corrective Action Plan Report (CAPR)

Version 6.1



Audit Details			
Sedex Company Reference: <i>(only available on Sedex System)</i>	ZC: 417324944	Sedex Site Reference: <i>(only available on Sedex System)</i>	ZS: 417325649
Business name (Company name):	MUSK MEDIKAL TEKSTIL PLASTIK SANAYI VE TICARET LTD. STI.		
Site name:	MUSK MEDIKAL TEKSTIL PLASTIK SANAYI VE TICARET LTD. STI.		
Site address: <i>(Please include full address)</i>	Baspinar Osb Mah, O.S.B. 1. Bolge 83105 Nolu Cad. No:24 Sehitkamil Gaziantep	Country:	Turkey
Site contact and job title:	Mr. Sercan Zorbakir – CSR Manager		
Site phone:	+903425023646		insankaynaklari@muskmedikal.com
SMETA Audit Pillars:	<input checked="" type="checkbox"/> Labour Standards	<input checked="" type="checkbox"/> Health & Safety (plus Environment 2-Pillar)	<input checked="" type="checkbox"/> Environment 4-pillar
			<input checked="" type="checkbox"/> Business Ethics
Date of Audit:	03 rd - 04 th February 2022		

Audit Company Name & Logo: SCS Global	Report Owner (payer): <i>(If paid for by the customer of the site please remove for Sedex upload)</i> MUSK MEDIKAL TEKSTIL PLASTIK SANAYI VE TICARET LTD. STI.
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Audit Conducted By					
Affiliate Audit Company	<input checked="" type="checkbox"/>	Purchaser	<input type="checkbox"/>	Retailer	<input type="checkbox"/>
Brand owner	<input type="checkbox"/>	NGO	<input type="checkbox"/>	Trade Union	<input type="checkbox"/>
Multi-stakeholder	<input type="checkbox"/>	Combined Audit (select all that apply)			

Audit Content:

(1) A SMETA audit was conducted which included some or all of Labour Standards, Health & Safety, Environment and Business Ethics. The SMETA Best Practice Version 6.1 (March 2019) was applied. The scope of workers included all types at the site e.g. direct employees, agency workers, workers employed by service providers and workers provided by other contractors. Any deviations from the SMETA Methodology are stated (with reasons for deviation) in the SMETA Declaration.

(2) The audit scope was against the following reference documents

2-Pillar SMETA Audit

- ETI Base Code
- SMETA Additions
 - Universal rights covering UNGP
 - Management systems and code implementation,
 - Responsible Recruitment
 - Entitlement to Work & Immigration,
 - Sub-Contracting and Home working,

4-Pillar SMETA

- 2-Pillar requirements plus
- Additional Pillar assessment of Environment
- Additional Pillar assessment of Business Ethics
- The Customer's Supplier Code (Appendix 1)

(3) Where appropriate non-compliances were raised against the ETI code / SMETA Additions & local law and recorded as non-compliances on both the audit report, CAPR and on Sedex.

(4) Any Non-Compliance against customer code shall not be uploaded to Sedex. However, in the CAPR these 'Variances in compliance between ETI code / SMETA Additions/ local law and customer code' shall be noted in the observations section of the CAPR.

SMETA Declaration

I declare that the audit underpinning the following report was conducted in accordance with SMETA Best Practice Guidance and SMETA Measurement Criteria.

- (1) Where appropriate non-compliances were raised against the ETI code / SMETA Additions & local law and recorded as non-compliances on both the audit report, CAPR and on Sedex.
- (2) Any Non-Compliance against customer code alone shall not be uploaded to Sedex. However, in the CAPR these 'Variances in compliance between ETI code / SMETA Additions/ local law and customer code' shall be noted in the observations section of the CAPR.

Any exceptions to this must be recorded here (e.g., different sample size):

Auditor Team (s) (please list all including all interviewers):

Lead auditor: M. YILMAZ (APSCA status and number: RA21702299)

Team auditor: Nil

Interviewers: M. YILMAZ (APSCA status and number: RA21702299)

Report writer: M. YILMAZ (APSCA status and number: RA21702299)

Report reviewer: SNOWY YANG

Date of declaration: 03rd - 04th February 2022

Note: The focus of this ethical audit is on the ETI Base Code and local law. The additional elements will not be audited in such depth or scope, but the audit process will still highlight any specific issues.

This report provides a summary of the findings and other applicable information found/gathered during the social audit conducted on the above date only and does not officially confirm or certify compliance with any legal regulations or industry standards. The social audit process requires that information be gathered and considered from records review, worker interviews, management interviews and visual observation. More information is gathered during the social audit process than is provided here. The audit process is a sampling exercise only and does not guarantee that the audited site prior, during or post-audit, are in full compliance with the Code being audited against. The provisions of this Code constitute minimum and not maximum standards and this Code should not be used to prevent companies from exceeding these standards. Companies applying this Code are expected to comply with national and other applicable laws and where the provisions of law and this Code address the same subject, to apply that provision which affords the greater protection. The ownership of this report remains with the party who has paid for the audit. Release permission must be provided by the owner prior to release to any third parties.

Audit Parameters

Audit Parameters			
A: Time in and time out	Day 1 Time in: 09:00 Day 1 Time out: 17:00	Day 2 Time in: 09:00 Day 2 Time out: 17:00	Day 3 Time in: - Day 3 Time out: -
B: Number of auditor days used:	2,0 Man-days		
C: Audit type:	<input checked="" type="checkbox"/> Full Initial <input type="checkbox"/> Periodic <input type="checkbox"/> Full Follow-up <input type="checkbox"/> Partial Follow-Up <input type="checkbox"/> Partial Other If other, please define:		
D: Was the audit announced?	<input type="checkbox"/> Announced <input type="checkbox"/> Semi – announced: Window detail: weeks <input checked="" type="checkbox"/> Unannounced		
E: Was the Sedex SAQ available for review?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If No, why not: Factory was aware of Sedex SAQ.		
F: Any conflicting information SAQ/Pre-Audit Info to Audit findings?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes , please capture detail in appropriate audit by clause		
G: Who signed and agreed CAPR <i>(Name and job title)</i>	Mr. Sercan Zorbakir – CSR Manager		
H: Is further information available <i>(if yes, please contact audit company for details)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
I: Previous audit date:	NA		
J: Previous audit type:	NA		
K: Were any previous audits reviewed for this audit	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		

Audit attendance	Management	Worker Representatives	
	Senior management	Worker Committee representatives	Union representatives
A: Present at the opening meeting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
B: Present at the audit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
C: Present at the closing meeting?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
D: If Worker Representatives were not present please explain reasons why <i>(only complete if no worker reps present)</i>	Worker representative was present and attended to worker interviews.		
E: If Union Representatives were not present please explain reasons why: <i>(only complete if no union reps present)</i>	N/A		

Guidance

The Corrective Action Plan Report summarises the site audit findings and a corrective, and preventative action plan that both the auditor and the site manager believe is reasonable to ensure conformity with the ETI Base Code, Local Laws and additional audited requirements. After the initial audit, the form is used to re-record actions taken and to categorise the status of the non-compliances.

N.B. observations and good practice examples should be pointed out at the closing meeting as well as discussing non-compliances and corrective actions.

To ensure that good practice examples are highlighted to the supplier and to give a more 'balanced' audit a section to record these has been provided on the CAPR document (see following pages) which will remain with the supplier. They will be further confirmed on receipt of the audit report.

Root cause (see column 4)

Root cause refers to the specific procedure or lack of procedure which caused the issue to arise. Before a corrective action can sustainably rectify the situation, it is important to find out the real cause of the non-compliance and whether a system change is necessary to ensure the issue will not arise again in the future.

See SMETA BPG Chapter 7 'Audit Execution' for more explanation of "root cause".

Next Steps:

1. The site shall request, via Sedex, that the audit body upload the audit report, non-compliances, observations and good examples. If you have not already received instructions on how to do this then please visit the web site www.sedexglobal.com.
2. Sites shall action its non-compliances and document its progress via Sedex.
3. Once the site has effectively progressed through its actions then it shall request via Sedex that the audit body verify its actions. Please visit www.sedexglobal.com web site for information on how to do this.
4. The audit body shall verify corrective actions taken by the site by either a "Desk-Top" review process via Sedex or by Follow-up Audit (see point 5).
5. Some non-compliances that cannot be closed off by "Desk-Top" review may need to be closed off via a "1 Day Follow Up Audit" charged at normal fee rates. If this is the case, then the site will be notified after its submission of documentary evidence relating to that non-compliance. Any follow-up audit must take place within twelve months of the initial audit and the information from the initial audit must be available for sign off of corrective action.
6. For changes to wages and hours to be correctly verified it will normally require a follow up site visit. Auditors will generally require to see a minimum of two months wages and hours records, showing new rates in order to confirm changes (note some clients may ask for a longer period, if in doubt please check with the client).

Corrective Action Plan

Corrective Action Plan – non-compliances									
Non-Compliance Number <i>The reference number of the non-compliance from the Audit Report, for example, Discrimination No.7</i>	New or Carried Over <i>Is this a new non-compliance identified at the follow-up or one carried over (C) that is still outstanding</i>	Details of Non-Compliance <i>Details of Non-Compliance</i>	Root cause <i>(completed by the site)</i>	Preventative and Corrective Actions <i>Details of actions to be taken to clear non-compliance, and the system change to prevent re-occurrence (agreed between site and auditor)</i>	Timescale <i>(Immediate, 30, 60, 90,180,365)</i>	Verification Method <i>Desktop / Follow-Up [D/F]</i>	Agreed by Management and Name of Responsible Person: <i>Note if management agree to the non-compliance, and document name of responsible person</i>	Verification Evidence and Comments <i>Details on corrective action evidence</i>	Status <i>Open/Closed or comment</i>
		Nothing to report.							

Corrective Action Plan – Observations

Observation Number <i>The reference number of the observation from the Audit Report, for example, Discrimination No.7</i>	New or Carried Over <i>Is this a new observation identified at the follow-up or one carried over (C) that is still outstanding</i>	Details of Observation <i>Details of Observation</i>	Root cause <i>(completed by the site)</i>	Any improvement actions discussed <i>(Not uploaded on to SEDEX)</i>
		Nil		

Good examples

Good example Number <i>The reference number of the good example from the Audit Report, for example, Discrimination No.7</i>	Details of good example noted	Any relevant Evidence and Comments
WAGES&BENEFITS No.1	Free food, water and tea are provided to the employees.	Noted during worker interviews, site tour and management interview
WAGES&BENEFITS No.2	Free transportation service is provided to the workers	Noted during worker interviews and management interview
WAGES&BENEFITS No.3	New Year celebration is organized with all employees at the end of year.	Noted during worker interviews and management interview
WAGES&BENEFITS No.4	Minimum wage is increased extra %15 for all employees even who did not complete the year workers before minimum wage regulation from government.	Noted during worker interviews and management interview

Confirmation

<p>Please sign this document confirming that the above findings have been discussed with and understood by you: (site management) <i>If actual signatures are not possible in electronic versions, please state the name of the signatory in applicable boxes, as indicating the signature.</i></p>		
A: Site Representative Signature:	Mr. Sercan Zorbakir	Title: CSR Manager Date: 03 rd - 04 th February 2022
B: Auditor Signature:	M. Yilmaz	Title: CSR Lead Auditor Date: 03 rd - 04 th February 2022
C: Please indicate below if you, the site management, dispute any of the findings. No need to complete D-E, if no disputes.		
D: I dispute the following numbered non-compliances: Nil		
E: Signed: (If <u>any</u> entry in box D, please complete a signature on this line)	NA	NA
F: Any other site Comments:		

Guidance on Root Cause

Explanation of the Root Cause Column

If a non-compliance is to be rectified by a corrective action which will also prevent the non-compliance re-occurring, it is necessary to consider whether a system change is required.

Understanding the root cause of the non-compliance is essential if a site is to prevent the issue re-occurring.

The root cause refers to the specific activity/ procedure or lack of activity /procedure which caused the non-compliance to arise. Before a corrective action can rectify the situation, it is important to find out the real cause of the non-compliance and whether a system change is necessary to ensure the issue will not arise again in the future.

Since this is a new addition, it is not a mandatory requirement to complete this column at this time. We hope to encourage auditors and sites to think about Root Causes and where they are able to agree, this column may be used to describe their discussion.

Some examples of finding a "root cause"

Example 1

Where excessive hours have been noted the real reason for these needs to be understood, whether due to production planning, bottle necks in the operation, insufficient training of operators, delays in receiving trims, etc.

Example 2

A non-compliance may be found where workers are not using PPE that has been provided to them. This could be the result of insufficient training for workers to understand the need for its use; a lack of follow-up by supervisors aligned to a proper set of factory rules or the fact that workers feel their productivity (and thus potential earnings) is affected by use of items such as metal gloves.

Example 3

A site uses fines to control unacceptable behaviour of workers.

International standards (and often local laws) may require that workers should not be fined for disciplinary reasons.

It may be difficult to stop fines immediately as the site rules may have been in place for some time, but to prevent the non-compliance re-occurring it will be necessary to make a system change.

The symptom is fines, but the root cause is a management system which may break the law. To prevent the problem re-occurring it will be necessary to make a system change for example the site could consider a system which rewards for good behaviour

Only by understanding the underlying cause can effective corrective actions be taken to ensure continuous compliance.

The site is encouraged to complete this section so as to indicate their understanding of the issues raised and the actions to be taken.



For more information visit: [Sedexglobal.com](https://www.sedexglobal.com)

Your feedback on your experience of the SMETA audit you have observed is extremely valuable. It will help to make improvements to future versions.

You can leave feedback by following the appropriate link to our questionnaire:

[Click here for Buyer \(A\) & Buyer/Supplier \(A/B\) members:](#)

http://www.surveymonkey.com/s.aspx?sm=riPsbEoPQ52ehCo3lnq5lw_3d_3d

[Click here for Supplier \(B\) members:](#)

http://www.surveymonkey.com/s.aspx?sm=d3vYsCe48fre69DRgIY_2brg_3d_3d

[Click here for Auditors:](#)

<https://www.surveymonkey.co.uk/r/BRTVCKP>