

# **JBA Traceability Code of Conduct**

Established on December 1, 2018

Issued by : Japan Bedding Goods Association (JBA)

(Notes : this English version shall be solely used as reference material to aid in the understanding of the Code of Conduct originally written in Japanese. Only the original Japanese version is valid and shall apply.)

## JBA Traceability Code of Conduct

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## JBA Traceability Code of Conduct

### 1. Objective

JBA Traceability Code of Conduct (hereinafter referred to as “this Code of Conduct”) is established for the purpose of securing the fulfillment of obligations of the intended entity of document preparation stipulated in JBA Traceability Audit System (hereinafter referred to as “J-TAS”) by making a pledge for the compliance of this Code of Conduct.

### 2. Definitions

Main terms and definitions used in this Code of Conduct are based on Clause 4 in JBA Traceability Audit System Practice Regulations.

### 3. Obligations of intended entity of document preparation

The intended entity of document preparation shall comply with the following obligations of the intended entity of document preparation for the purpose of proper operation of J-TAS.

- a) J-TAS member who intends to exhibit any of a) or b) or c) in Clause 9.2 of JBA Traceability Audit System Practice Regulations, shall attach the J-TAS label on down and feather bedding goods
- b) In order to guarantee accuracy of Country of Origin and other informations of down and feathers, a management structure to fulfill the requirements set forth in Clause 11 of JBA Traceability Audit System Practice Regulations should have been formed
- c) In order to confirm eligibility for the requirements set forth in Clause 11 of JBA Traceability Audit System Practice Regulations, the traceability audit (including Traceability extraordinary audit) by the audit institution based on JBA Traceability Audit Standard shall be satisfied
- d) Descriptions of down and feather material as well as down and feather bedding goods shall abide by requirements for notation set forth in Clauses 11.3 and 11.4 of JBA Traceability Audit System Practice Regulations
- e) When using J-TAS labels and/or the Logo mark issued by the Committee, the labels shall be properly managed according to Appendix 2 “Regulation of J-TAS label use” of JBA Traceability Audit System Practice Regulations
- f) The intended entity of document preparation shall accept the sampling test on marketed merchandise set forth in Clause 15 of JBA Traceability Audit System Practice Regulations. Also it shall submit documents requested by J-TAS Committee and/or the Audit Institution on the occasion of the sampling test
- g) In case of any breach of the obligations which lie with the intended entity of document preparation, it shall accept penalties set forth in Clause 4 herein

- h) The intended entity of document preparation shall obtain the latest version of the following J-TAS documents
  - 1) JBA Traceability Audit System Practice Regulations
  - 2) JBA Traceability Code of Conduct
  - 3) JBA Traceability Audit System Standards
- i) The intended entity of document preparation shall pay all the fees (admission fee and others) relevant to J-TAS Association and J-TAS Label costs
- j) The intended entity of document preparation shall agree to accept and pledge to comply with all the regulations stipulated in this Code of Conduct by submitting a letter of commitment to the Committee
- k) The intended entity of document preparation shall comply with all the requests by J-TAS Committee

#### 4. Penalties

When an intended entity of document preparation breaches its obligations set forth in Clause 3 above, J-TAS Committee shall be entitled to impose the following penalties on the intended entity of document preparation. The Tokyo District Court shall have exclusive primary jurisdiction with respect to all disputes arising with J-TAS

- a) Levy of remediation report
- b) Halt of shipment of down and feather materials and/or down and feather bedding goods in dispute
- c) Halt of supply of J-TAS Labels
- d) Return of all J-TAS Labels in hand (those J-TAS Label costs shall not be reimbursed)
- e) Claim for compensatory damages on J-TAS Association both in directly and/or indirectly caused by infringement actions or by significant defamation of goodwill of J-TAS
- f) Publication of the fact (entity name and cause) of significant defamation of the J-TAS brand or infringements, and report to the regulatory agency
- g) When breach is confirmed, execute a callback of products and report to J-TAS Committee the concrete quantity of the products already sold (to retailers) and distribution channels of those products
- h) When breach is confirmed, confiscation of the deposit (amount to be confiscated shall be decided on the degree of infringement)
- i) Implementation of provisional JAB Traceability Audit
- j) Expulsion from the J-TAS Member of J-TAS Association
- k) In case that the evaluation result of the Traceability extraordinary audit requested by J-TAS Committee is rated as "Fail", claim for all the expenses arising from such audit
- l) and any other penalties which J-TAS Committee acknowledges as necessary

#### 5. Pledge

The intended entity of document preparation shall pledge to accept and to execute all the contents of JBA Traceability Code of Conduct.

## 6. Enforcement date

This Code of Conduct is enforced from December 1, 2018.