

This Code of Conduct is binding upon all Members of the Association. It is the declared intention of all members of ESMA Ltd (European association of manufacturers of machinery and consumable supplies for use in specialist printing) to supply products that have met professionally researched design and application requirements and are manufactured to standards ensuring consistency of performance that meet the requirements of their Clients.

AIMS OF THIS CODE OF CONDUCT

- To ensure that customers receive the best possible service from Members.
- To maintain and enhance the reputation, standing and good name of ESMA Ltd and its membership.
- To encourage initiative and enterprise in the belief that principled competitive trading by and between Members will best serve the public interest and the well being of the specialist printing industry
- To ensure that Members and their staff are familiar with this Code of Conduct.

PRINCIPLES OF THIS CODE OF CONDUCT

- This Code is designed to regulate the activities of Members between themselves and their Clients.
- This Code is intended to be without prejudice to, and in addition to, the statutory rights of Clients in their relationship with Members in the relevant jurisdiction.
- This Code recognises the necessity for enforcement of its standards and practices and embodies measures and procedures by which Members can uphold observance of the Code under the authority of the Board of Directors.
- This Code provides a mechanism for dealing with complaints made against Members by their Clients.

DEFINITIONS

For the purposes of this Code, definitions are as follows:

Advertising: a means of promoting products made by members in printed, viewable, audible, or other form.

Association: ESMA Ltd – European Specialist Printing Manufacturers’ Association

Client: a Customer or prospective Customer of any of the Members.

Code: this Code of Conduct.

Member: a member of the Association.

Promotions: activities designed to stimulate the sale or purchase of a product by a Member by means other than Advertising as defined above.

On-line: websites (which term shall include individual web pages) and electronic or digital media accessible by consumers, including software, whether or not a live communication link is established.

1. CONDUCT BETWEEN MEMBERS AND BETWEEN MEMBERS AND CLIENTS

1.1 Standard of Service

- (i) Members shall maintain the highest possible standards of service to Clients and shall comply with all relevant statutory and regulatory requirements.

- (ii) Members shall not conduct their business in a manner which damages or is likely to damage the reputation, standing and good name of the Association and its membership.
- (iii) Members shall make every effort to ensure that accurate information is provided to enable Clients to use supplied products in the most effective way.
- (iv) Members shall make every effort to ensure that products sold to their Clients are in accordance with any individual requirements made known to them.

1.2 Advertising and Promotion

- (i) No Advertising or Promotion or any other publication, whether in writing or otherwise, shall contain anything which is likely to mislead or cause offence to a reasonable recipient.
- (ii) All Advertising and Promotion by Members shall observe the requirements of all such Acts of Parliament, Government Regulations, EU rulings as may be enacted from time to time and the codes, regulations and rulings of Organisations or Associations that may be recognised by the Board of ESMA.

1.3 Environmental standards

- (i) The Association recognises that all commercial activities have an impact on the environment, but the Association and its Members will take appropriate measures to minimise the adverse effects of their activities while positively contributing to environmental improvements.
- (ii) Members will only supply products that meet or exceed the necessary environmental legislation applicable in the area in which they operate.
- (iii) Members will use reasonable endeavours to obtain materials and services from suppliers who are compliant with the environmental regulations applicable in their area of operation.

1.4 Clients' complaints

- (i) Members will continuously monitor the way Client complaints are handled, ensuring the implementation of quality initiatives and corrective actions.
- (ii) Members will ensure that Clients are kept informed on the progress of their complaints.
- (iii) Complaints will be investigated within 28 working days of the receipt of sufficient information from Clients to enable such an investigation. Additional time may be agreed with the Client in question.

1.5 Health & Safety standards

- (i) Members will abide by the relevant health & safety requirements applicable in the area in which they operate.
- (ii) Members will ensure that sufficient training and instruction are given to their workers in order to perform their duties and in compliance with the regulations and requirements applicable in the area in which they operate.

1.6 Privacy and Data Protection

- (i) Members shall comply with applicable data protection rules and regulations and shall ensure that they have in place an effective policy for protecting the personal data of Clients which shall be available to Clients on request and, in respect of on-line transactions shall be available on-line.

- (ii) In addition members shall ensure that:
 - (a) they take responsibility for all personal information held and used and that appropriate security measures are in place to protect such information;
 - (b) a clear prominent statement should be available to Clients prior to the time that information is collected explaining whether information will be used, or passed to third parties for any purpose other than effecting the transaction (such as marketing). Any personal information which is not required to process the transaction shall be identified as optional;
 - (c) Clients are given the right to opt out of future marketing approaches at the time of information collection;
 - (d) databases are kept up to date and that information is held only as long as is necessary for the purposes for which it was collected;
 - (e) Clients are given access, on request, to information held about them, and that incorrect information is amended or deleted without delay. Clients shall be clearly informed of their rights in this respect.
- (iii) Members shall not send unsolicited electronic mail to Clients unless;
 - (a) the message is clearly identifiable as unsolicited before it is opened by a Client; and
 - (b) a check has been carried out against any registers appropriate for opting out of such transmission (such as the e-mail preference service) at a reasonable time before the message is sent.
- (iv) Members shall not send any random, untargeted, unsolicited commercial electronic mail (ie. "Spam").

2 CONDUCT BETWEEN MEMBERS AND CLIENTS AND BETWEEN MEMBERS AND THE ASSOCIATION

2.1 Transactions and Correspondence

- (i) Transactions with Clients shall be treated as confidential.
- (ii) In the event of a claim or complaint between a Member and a Client or member of the public, all correspondence shall be dealt with within the following time limits:
 - (a) an acknowledgement shall be sent not later than 14 days from the date of receipt of correspondence (not later than 5 days in the case of an email); and
 - (b) a detailed reply, or a reply containing a detailed explanation for any delay, shall be sent not later than 28 days from the date of receipt of correspondence and assuming all relevant correspondence has been received.

If a matter which comes within the scope of this Clause is dealt with other than in writing, the Member shall nevertheless produce evidence in writing or other appropriate form that the matter has been dealt with in accordance with the time limits stated above.

2.2 Correspondence from the Association

Subject to (ii) below, all correspondence from the Association shall be answered within the same time limits set out in Clause 2.1.

- (ii) Where the Association requires a response to correspondence from a Member within a specified

period, the Member shall ensure that such response is sent within that period.

3 GENERAL CONDUCT

3.1 Use of ESMA logo

- (i) Use of the ESMA logo is restricted to its Members.
- (ii) The proper use of the ESMA logo is the guarantee that the member abides by this Code.
- (iii) The ESMA logo will be featured in accordance with guidelines which are set out in Appendix 1. These guidelines may be amended from time to time by the Board and will be communicated to its Members.

3.2 Misleading Use of the ESMA Symbol etc.

A Member shall not cause or assist in any way another company or firm with the opportunity to represent itself as a Member of the Association or as being connected with the Association in a way which is likely to mislead any person by the use of the ESMA logo.

3.3 Standards set up by ESMA HSEP Committee

- (i) A Member shall abide by the standards set up by the HSEP (Health, Safety and Environmental Protection) Committee of ESMA. These standards are set out in Appendix 2.
- (ii) Members warrant that all requirements necessary to meet their obligations with respect to labelling, packaging and the provision of information as set up by the HSEP Committee will be observed.

3.4 Socially responsible manufacturing operations

- (i) Children
A Member undertakes to abide by the International Labour Organization (ILO) Convention No 138 on the minimum age for admission to employment and Council Directive 94/33/EC of 22 June 1994 on the protection of young people at work;
- (ii) Other policies on socially responsible manufacturing
ESMA Ltd through its Board of Directors will address issues related to socially responsible manufacturing operations and will include in this Code the relevant definitions as they see fit and on behalf of its Members.

4. INFRINGEMENT AND ENFORCEMENT

4.1 If any infringement of this Code is alleged against a Member, the facts shall be reported by a Member to the Secretariat for preliminary investigation.

4.2 The Member against whom the allegation has been made shall provide, at the request of the Secretariat, such further information or documents as may be required within such a period as may be specified.

4.3 If, after the preliminary investigation, the facts alleged against the Member appear to the Secretariat to constitute infringement of this Code, the matter shall be dealt with in accordance with Clause 4.4 below or submitted to the Code of Conduct Committee (hereinafter called the Committee) in accordance with Clause 4.5 below.

4.4 (i) Where the Secretariat, after due investigation, have reason to believe that a Member has

infringed the provisions or principles of this Code the Secretariat may issue the Member with a penalty notice in respect of the infringement.

- (ii) Where a Member is convicted for breaching any statutory provision referred to above, they shall be deemed in breach of this Code and the Secretariat may issue the Members with a penalty notice.
- (iii) Where the Secretariat issues a penalty notice the Member may request in writing to the Secretariat that the matter be referred to the Committee.
- (iv) Where the Member requests the matter be referred to the Committee, or fails to respond to the penalty notice, the Secretariat shall refer the matter to the Committee in accordance with the procedures laid down in Clause 4.5 of this Code. The Secretariat shall not refer the matter to the Committee until the period specified in the penalty notice has expired.

4.5 Where the Secretariat, after due investigation, has reason to believe that the facts alleged against the Member constitute infringement of this Code, the facts may (or, where Clause 4.4(iv) applies, shall) be submitted to the Committee who shall give the Member at least 14 days notice in writing of the time and place of hearing of the complaint. The Member shall be entitled to make representations at the hearing either personally (with or without legal representation) or in writing. The Committee shall have the power to impose a reprimand or to suspend or terminate membership of the Association which shall be without prejudice to the requirement of the Member to comply with the terms of any penalty notice issued by the Secretariat.

4.6 The decision of the Committee shall be notified to the Member, who shall have the right, exercisable within 14 days after the service of the notice upon him, to appeal against such decision. The decision of the Committee to reprimand a Member or to suspend or terminate a Member's membership of the Association shall take effect on the expiration of the period for appeal. If the Member has not then appealed, he shall thereupon be liable to sustain the reprimand or his membership of the Association shall be suspended or terminated.

4.7 If the Member shall appeal against a penalty notice, reprimand or against suspension or termination of membership, the decision shall not take effect unless and to the extent that it is confirmed or varied by the Appeal Board, which shall determine the appeal by exercising the powers of the Board of Directors in such manner as it, in its discretion, thinks fit.

4.8 After the decision of the Appeal Board has been made known to the appellant, that decision shall be communicated to the Board of Directors

4.9 The Board of Directors shall arrange for decisions to penalise a Member and the reasons therefore to be published.

4.10 The Membership of the Code of Conduct Committee and the Appeal Board shall be determined by the Board of Directors