



Factory safety in the garment sector: An assessment of mandatory human rights due diligence obligations of apparel brands (without the Bangladesh Accord)

Summary

- European apparel brands, garment and home textile companies (from here onwards "brands") are under the obligation to exercise human rights due diligence (HRDD) with regards to the whole supply chain, as the international consensus enshrined in soft law norms such as the UNGPs show.
- The corporate obligation to exercise HRDD turns into a legal duty, as more and more EU member states introduce mandatory HRDD (mHRDD) legislations.
- This means that EU brands are under the obligation to exercise a meaningful HRDD process with regards to their supplying companies, especially in that they have to engage in meaningful mitigation strategies aiming at effectively reducing the risks of human rights violations in garment production.
- Building and fire safety hazards are among the most serious human rights risks in the garment industry, including South Asian production countries where EU apparel brands mainly source from.
- The Bangladesh Accord on Fire and Building Safety (hereafter "the Accord") is - at the moment - the most effective way for EU companies to engage in meaningful protection and improvement of workplace safety in the Bangladeshi garment industry. The Accord has a well established track-record of saving workers' lives by dramatically reducing fatal building collapses, factory fires and other health risks in Bangladeshi garment production and enabling workers to stand up for their own safety.
- Companies like H&M, Aldi North, Otto, Auchan, and Carrefour still have not publicly committed to signing the new agreement to ensure continuation of the Accord in Bangladesh and allow for expansion of the programme to other production countries. Their failure to do so is in contravention to their HRDD obligations, both under the French Vigilance Law (VL) or *Loi de Vigilance* as well as the upcoming German Act on Corporate Due Diligence Obligations in Supply Chains (GSL) or *Lieferkettengesetz*.
- Brands leaving the Accord risk legal proceedings under the French VL as well as the German GSL in the future.

I. Human Rights Due Diligence - international standards

The UN Guiding Principles on Business and Human Rights (UNGP)¹ are the most important internationally agreed standards defining the human rights obligations of companies. The UNGP comprises of three pillars: the duty of states to protect against human rights abuses by third parties, the obligation of businesses to respect human rights and the right of persons affected by human rights violations to appropriate remedies. The obligation of businesses to respect human rights, i.e. not to violate human rights, specifically includes the obligation to exercise due diligence with regards to the company's whole global value chain. Following UNGP 15(b), 17, 18 and 21, companies are obliged to undergo a due diligence process on a regular basis. Human Rights Due Diligence (HRDD) is defined as a way for enterprises "to proactively manage potential and actual adverse human rights impacts with which they are involved. It involves four core components:

- (a) Identifying and assessing actual or potential adverse human rights impacts that the enterprise may cause or contribute to through its own activities, or which may be directly linked to its operations, products or services by its business relationships;
- (b) Integrating findings from impact assessments across relevant company processes and taking appropriate action according to its involvement in the impact;
- (c) Tracking the effectiveness of measures and processes to address adverse human rights impacts in order to know if they are working;
- (d) Communicating on how impacts are being addressed and showing stakeholders – in particular affected stakeholders – that there are adequate policies and processes in place."²

Unsafe working conditions are unquestionably one of the key human rights risks areas that companies have a duty to address in their HRDD process, as they not only concern the right to a healthy workplace (Art 7 b International Covenant on Economic, Social and Cultural Rights) but also the right to life (Art. 6 International Covenant on Civil and Political Rights). These rights and obligations are also established under international labour standards in ILO Convention 155 (Occupational Safety and Health).³

Echoing the rationale of the UNGP, the OECD guidelines for Multinational Enterprises⁴ set out soft law rules for human rights due diligence obligations of companies located in OECD and affiliated countries. These HRDD obligations in particular also refer to workplace safety risks in production chains in the garment sector.⁵

¹ OHCHR, UN Guiding Principles on Business and Human Rights, 2011

https://www.ohchr.org/documents/publications/guidingprinciplesbusinessshr_en.pdf

² United Nations Office of the High Commissioner on Human Rights, Corporate human rights due diligence – identifying and leveraging emerging practice, <https://www.ohchr.org/EN/Issues/Business/Pages/CorporateHRDueDiligence.aspx>.

³ ILO Convention 155 (Occupational Safety and Health) 1981, Articles 13 ("A worker who has removed himself from a work situation which he has reasonable justification to believe presents an imminent and serious danger to his life or health shall be protected from undue consequences in accordance with national conditions and practice.") and 16 ("Employers shall be required to ensure that, so far as is reasonably practicable, the workplaces, machinery, equipment and processes under their control are safe and without risk to health.").

⁴ OECD Guidelines for Multinational Enterprises, 2011, <http://mneguidelines.oecd.org/guidelines/>

⁵ OECD Due Diligence Guidance for Responsible Supply Chains in the Garment & Footwear Sector, 2018 <https://www.oecd.org/industry/inv/mne/responsible-supply-chains-textile-garment-sector.htm>

II. Factory safety risks in Bangladesh

Bangladesh is the world's second largest garment producing country and is one of the most important countries for European and North American garment sourcing. The dramatic conditions of factory safety in Bangladesh hit the spotlights in 2013 when the Rana Plaza building collapsed, killing over 1,100 workers. This tragedy however did not come as a surprise.

The Bangladeshi garment industry had been haunted by repeated deadly factory collapses and fires since its inception as an outsourcing location in the 1990s. These disasters continued unabated, and their toll intensified with the industry's growth, despite apparel brands' adoption of numerous voluntary "corporate social responsibility" programmes, including supplier codes of conduct, social auditing, and factory certifications. The Clean Clothes Campaign and the Worker Rights Consortium had been reporting on these disasters, pointing out the failures of the industry's voluntary Corporate Social Responsibility (CSR) programmes, and calling for a binding safety agreement in the industry for years before the 2013 Rana Plaza collapse.⁶

The Rana Plaza collapse also laid bare the intersections of these tragedies, the inadequacies of the brands' CSR responses, and other persistent labour rights violations in Bangladeshi garment industry, including workers' difficulty resisting unsafe conditions due to restrictions on workers' right to organise and extremely low wages. But it was only after the Rana Plaza disaster, the most deadly industrial accident in the global history of manufacturing in the garment industry, that a significant number of international brands were willing to go beyond voluntary CSR schemes to make binding and enforceable commitments to building and fire safety. And even after this disaster, it was only with immense public pressure and campaigning that the Bangladesh Accord on Fire and Building Safety was established in 2013.

Research by Pennsylvania State University professor Mark Anner in 2018 found that, five years after the Rana Plaza collapse, the Bangladesh Accord had created a real shift in factory safety: remediating tens of thousands of identified safety hazards, training and informing workers in thousands of factories, and setting up a complaint mechanism that enables workers to raise safety issues in the workplace directly with Accord engineers. According to Anner, this progress was all the more significant, since, during the same time period, hardly any gains had been made in improving aspects of workers' rights in the Bangladeshi garment industry that were outside the Accord's scope of activity.⁷

The achievements of the Bangladesh Accord become even clearer in comparison with the parlous state of fire and building safety in the country at large. Outside the export garment manufacturing sector, major industrial incidents causing mass casualties have continued to occur on a regular basis in Bangladesh, and smaller fires are a regular occurrence as well. In 2019, data from government fire authorities showed that over the previous year, Old Dhaka, an area of the capital city that houses numerous chemical, plastics and printing facilities, alone experienced 468 fires, many of an industrial nature. Numbers collected by the Solidarity Center between 2012 and 2019 show that the numbers of injuries and deaths in factories in the garment industry have decreased drastically since 2013.⁸ The importance of the Bangladesh Accord is even starker when seeing how the safety of garment workers in other countries is still routinely put at risk. Recent factory tragedies in Egypt and Morocco are evidence that fire and building safety hazards are widespread and that the model of the Accord should be expanded to other countries.

⁶ <https://cleanclothes.org/file-repository/resources-background-history-bangladesh-safety-accord/view>; <https://www.workersrights.org/communications-to-affiliates/recent-tragedies-and-fire-safety-in-bangladesh/>.

⁷ Mark Anner, Binding Power: The Sourcing Squeeze, Workers' Rights, and Building Safety in Bangladesh Since Rana Plaza, 2018, <https://ler.la.psu.edu/gwr/documents/CGWR2017ResearchReportBindingPower.pdf>

⁸ Solidarity Center, Fire and Other Safety Incidents in the Bangladesh Garment Sector, November 24, 2012-April 14, 2019, <https://www.solidaritycenter.org/wp-content/uploads/2019/04/Bangladesh-2019-Safety-Incident-Chart.April-18-2019.pdf>

III. The Accord, a crucial response to workplace safety hazards in the garment sector

No brand sourcing from Bangladesh can ignore the safety risks that have long been endemic to the country's apparel manufacturing industry and the crucial role that the Accord has been playing over the years in greatly mitigating and reducing these specific risks.⁹ Thanks to its binding nature, legal enforceability, transparent reporting, meaningful involvement of worker representatives, independent inspections and a functioning grievance mechanism, the Accord has repeatedly proven to be an outstanding example of effective action to address labour rights abuses in global supply chains – and certainly the most effective in the recent history of garment manufacturing. The Accord embodies human rights due diligence – done right.

The structure and procedures of the Accord are aligned with the principles of the UNGP and OECD guidelines and guidance with respect to identification of human rights risks, stakeholder engagement, use of collective leverage to promote positive change, remediation of impact, and transparent tracking and communication of progress. Many features of the Accord are exactly what policy-makers, civil society and responsible companies are seeking to promote in existing and proposed regulatory measures on corporate due diligence and corporate accountability.¹⁰

International principles of human rights due diligence by companies highlight the importance of dialogue with civil society and, specifically, the need for engagement with relevant stakeholders. The Accord's governance structure embodies this principle, as its Steering Committee contains equal representation of unions and brands.

The Accord has also empowered garment workers and trade unions on a local level by providing training on the right to a safe and healthy workplace, and assisting with the implementation of effective worker-management safety committees in accordance with Bangladeshi law, and empowering workers to use their position within these committees. In addition, the Accord's safety and health complaint mechanism – which is administered by an independent and impartial body - is trusted by workers. The steadily growing numbers of complaints coming in, follow the mechanism's successful prevention of accidents, for example by enforcing immediate evacuation of unsafe buildings, and securing the reinstatement of workers who were unfairly dismissed for raising safety concerns.¹¹

Failure by suppliers to remediate safety hazards within the timelines set by an independent Accord Chief Safety Inspector triggers a notice and warning procedure which may ultimately lead to the supplier being made ineligible to produce for any of the Accord brands. The tracking of progress and public communication is also at the core of the Accord's accountability as individual inspection reports and corrective action plans of factories are disclosed and publicly available. This high level of transparency allows companies to better fulfill their reporting obligations as specified in the EU Non-Financial Reporting Directive, which is implemented via national laws. The transparency of the Accord inspections contrasts with the secrecy around ineffective CSR and audit regimes.

Furthermore, its legally-binding nature has been a key strength of the Accord. All signatory brands are obligated to comply with the Accord's terms, including requiring their suppliers to participate in the inspection and remediation programme, and ensuring that the necessary remediation measures are financially feasible for the suppliers to complete.¹² Without this brand obligation to implement article 17 of the Accord agreement, factory owners will have to pay for any corrective action themselves. This is where the Accord

⁹ <https://www.ilo.org/safework/countries/asia/bangladesh/lang--en/index.htm> ;

¹⁰ European Parliament resolution of 10 March 2021 with recommendations to the Commission on corporate due diligence and corporate accountability (2020/2129(INL)) https://www.europarl.europa.eu/doceo/document/TA-9-2021-0073_EN.pdf

¹¹ <https://laborrights.org/callingforremedy>, <https://bangladeshaccord.org/updates/2021/04/07/update-safety-and-health-complaints>.

¹² Article 17 of the Accord Agreement, <https://bangladesh.wpengine.com/wp-content/uploads/2020/11/2018-Accord.pdf>.

has really made a difference as brands all too often contribute to human rights risks when their commercial conditions (i.e. prices and purchasing practices) prevent the establishment of a safe workspace. The Accord's legal enforceability is implemented through its dispute resolution mechanism which allows union signatories to take signatory brands that fail to implement their obligations to binding arbitration.¹³

The European Commission's 2020 Study on the current implementation of due diligence in supply chains of European business enterprises, concurred that these elements of the Accord demonstrate its alignment with core human rights due diligence processes. The study praised the Accord as "represent[ing] a novel example [of positive interventions in the Bangladesh RMG sector], insofar as it is binding, inclusive and enforceable" and that it is "an example of how multi-stakeholder collective agreements [...] can lead to binding due diligence obligations and effective remedies for victims".¹⁴

The Accord will expire on 31 August 2021. Yet the safety hazards that led to the Accord's establishment have plagued garment factories not only in Bangladesh, but also elsewhere in the region and world. Therefore, brands committed to human rights due diligence should not only maintain, but build upon, the progress achieved under the Accord by signing a legally-binding agreement that applies to both Bangladesh and can be expanded globally.¹⁵

Some brands and business associations that are dragging their feet to renew and expand the Accord, however, claim that this does not mean that they are walking away from their responsibility for factory safety in their supply chains. They claim that they are instead supporting the transfer of this responsibility to a national body, the Ready-made Garment ("RMG") Sustainability Council ("RSC"), that, since 1 June 2020 has taken over the Accord's local operations in Bangladesh.

Even though brands say that they want to strengthen the RSC, this claim is disingenuous. The RSC was indeed established to take over the Accord's *inspection* operations on the ground in Bangladesh. However, the RSC was never intended to replace or relieve brands of the obligations they have under the Accord. To ensure that their supplier factories actually implement and maintain the safety improvements these inspections have been identified as necessary. Because of this, both the Bangladeshi and global unions have clearly indicated that they will not remain part of the RSC without an international binding agreement enshrining brand accountability as a necessary complement to local inspections.¹⁶

Unlike the Accord, whose governance is evenly balanced between brands and worker representatives, the RSC is governed by a board of directors dominated by brands and factory owners, where unions make up only a third of the seats. As a result, the RSC lacks the degree of co-governance and effective independence from industry interests that characterizes the Accord. Furthermore, the RSC has no accountability mechanism comparable to the Accord's process of dispute resolution with recourse to arbitration, whereby workers' representatives can hold brands accountable for failing to require factories to remediate safety hazards and respect workers' rights. Without such a binding agreement, unions are unable to hold brands legally accountable for the safety commitments they have made with respect to their supply chains and factory owners may again end up having to pay for corrective actions on their own.

Yet the aspects of the Accord that some brands are seeking to avoid -- its legally binding nature, its co-governance structures, and its enforceability -- are precisely those elements that, as recognized by the European Commission study and other expert assessments, have made it an effective example of human

¹³ This happened successfully in 2017 and 2018, <http://www.industrialunion.org/bangladesh-accord-arbitration-cases-resulting-in-millions-of-dollars-in-settlements-officially>

¹⁴ Study on due diligence requirements through the supply chain. Final report, 2020, p. 88.

<https://op.europa.eu/en/publication-detail/-/publication/8ba0a8fd-4c83-11ea-b8b7-01aa75ed71a1/language-en>

¹⁵ cleanclothes.org/PakistanSafety/view

¹⁶ <https://www.uniglobalunion.org/news/global-unions-withdraw-unenforceable-garment-factory-safety-scheme-bangladesh>

rights due diligence. The Accord's success, particularly in contrast to the failure of brands' voluntary CSR and multi-stakeholder initiatives based on private or commercial social audits¹⁷ makes clear that, unless the RSC program is backed by a binding agreement with worker representatives, brands relying on it will be taking a risky step backwards from actual due diligence in their supply chains.

When called upon to take responsibility for labour conditions in their supply chains, irrespective of which country or violation, major brands often claim to have limited individual influence on suppliers and stress the importance of collective action at an industry-wide scale (while ignoring the fact that this limited influence is a direct result of how brands have deliberately chosen to structure their supply chains, also as a means to deflect responsibility). Brands must recognize, therefore, that the Accord has provided an unprecedented level of the "collective leverage" that they normally claim to be missing with the over 1,600 supplier factories to the more than 200 signatory brands to the Accord.

IV. National laws on human rights due diligence and corporate accountability

In recent years, the internationally recognized standards of the UNGPs have been incorporated into national legislation in France and Germany, making human rights due diligence mandatory for companies under the jurisdictions of these countries' courts. As a result, since fatal factory fires and building collapses are among the most severe human rights risks in the garment industry, brands operating in the countries that have adopted this legislation and that rely on supplier factories in regions with high building and fire safety risks now have a legal obligation to take action to mitigate the risks of workplace accidents and injuries in these factories.

A. Corporate Duty of Vigilance Law, France

The French Corporate Duty of Vigilance Law ("*Loi de vigilance des sociétés mères et des entreprises donneuses d'ordre*" or "VL") imposes on certain large companies under its jurisdiction the obligation to identify and prevent adverse human rights impact of their business activities. While companies can and possibly should do more to fulfill their obligation, with respect to human rights impacts associated with building and fire safety risks in the Bangladeshi garment industry, brands can best meet these obligations by at least being signatories to the Accord.

1. Obligations of companies under the VL and the Bangladesh Accord

The VL establishes a legally binding obligation for parent companies to identify and prevent adverse human rights and environmental impacts resulting from their own business activities, those of companies they control, and those of subcontractors and suppliers¹⁸ in particular, those with whom they maintain an

¹⁷ Clean Clothes Campaign, "Fig leaf for fashion. How social auditing protects brands and fails workers, 2019", <https://cleanclothes.org/file-repository/figleaf-for-fashion.pdf/view>; Clean Clothes Campaign, Fashioning Justice: a call for mandatory and comprehensive human rights due diligence in the garment industry, 2021 https://cleanclothes.org/file-repository/fashioning_justice.pdf/view, Terwindt, Carolijn; Saage-Maaß, Miriam, "Liability of social auditors in the textile industry", http://library.fes.de/cgi-bin/populo/digbib_en.pl?t_dirlink=x&modus=&f_IDR=I+13041 2016. In an answer to parliamentary questions on the topic on 30 April 2021, the Dutch minister for Foreign Trade and Development Cooperation also emphasized the importance of the Accord, its binding nature and legal enforceability on brands, see <https://www.rijksoverheid.nl/documenten/kamerstukken/2021/04/30/beantwoording-vragen-over-misstanden-in-de-kledingindustrie>

¹⁸ European Coalition for Corporate Justice, FQA: The French Corporate Duty of Vigilance Law, 2017, <https://corporatejustice.org/publications/faqs-french-duty-of-vigilance-law/>

‘established business relationship’.¹⁹ The law applies to all companies with more than 5000 employees in France (including in their French subsidiaries) or with more than 10,000 employees worldwide (including in their French and foreign subsidiaries).

Companies covered by the law are required to assess and address the risks of serious harm to people and the environment in a vigilance plan which must be published annually. The recitals of the law specify that the requirement to establish and implement this vigilance plan is consistent with the duty of human rights due diligence outlined in the UN Guiding Principles on Business and Human Rights (UNGPs). The vigilance plan, therefore, must include appropriate measures to identify and effectively prevent risks of serious infringements to human rights and fundamental freedoms, serious bodily injury, health risks or environmental damage, resulting directly and indirectly from a company’s activities and those of its controlled entities, subcontractors and suppliers.

Specifically, according to Article 1 of the VL, which has been incorporated into the French Commercial Code as Article L. 225-102-4, a company’s vigilance plan must include:

1. A mapping that identifies, analyses and ranks risks of adverse human rights, impact on health and safety of people and environmental impacts of the company’s activities;
2. Procedures to regularly assess, in accordance with this mapping, the situation of subsidiaries, subcontractors and suppliers with whom the company maintains an established commercial relationship;
3. Appropriate actions to mitigate these risks or prevent serious violations;
4. A mechanism to alert the company to potential or actual risks, that is developed in working partnership with the representative trade union organisations of the same company;
5. A monitoring scheme to follow up on the measures implemented and assess their efficiency.

Fire and building safety hazards are among the most significant risks to the human right to life and health of workers in the global garment industry. As such, any human rights risk assessment under the VL of a brand with suppliers in the region must identify these hazards and commit the brand to take appropriate actions to mitigate these risks and prevent harm to workers. As described above, in the aftermath of both the Rana Plaza building collapse in April 2013 as well as the deadly Tazreen factory fire in November 2012, over 200 European textile companies entered into a legally binding agreement with Bangladeshi and international trade unions to establish the Bangladesh Accord.

While the Accord was established before the VL or any of the other HRDD laws came into force, it is clearly the result of an industry and region specific human rights risks assessment. The Accord is also an appropriate company response to the findings of a human rights risk assessment as prescribed by the UNGPs and the VL: not only has it been proven to be an effective mechanism that has actually improved the fire and building safety of a substantial portion of export garment factories in Bangladesh, but it also provides for “an alert mechanism that collects potential or actual risks, developed in working partnership with the trade union organisations representatives of the company concerned” and “a monitoring scheme to follow up on the measures implemented and assess their efficiency.”

Not surprisingly, in recent years, many French apparel and retail companies have consistently referred to their commitment to the Accord in the non-financial reports and vigilance plans they have developed and must implement to comply with the VL. When identifying health and safety risks and/or their impact in the

¹⁹ As defined by the French Code of Commerce Article L 233-16 II (i.e. directly or indirectly holding a majority of voting rights; appointing for a period of two consecutive financial years the majority of the members of the administration, management or supervisory bodies, or over which it exercises a dominant influence by virtue of a contract or statutory clauses)

apparel supply chains, these French companies specifically refer to the Bangladesh Accord as a type of prevention and mitigation action they are taking to address these risks.²⁰

For example, the largest French retailer, Carrefour, signed the Accord on 24 May 2013, making it among the first brands to have done so. Since VL's entry into force, the company has consistently referred to its participation in the Accord in its vigilance plans, when highlighting the preventive and mitigation measures it is taking against human rights risks in its business activities.²¹

2. Current situation in the factories of Accord signatories

While historic progress on workplace safety in Bangladesh's garment industry has been made through the activities of the Accord, a number of factories in the country that supply French companies obliged by the VL still have not completed remediation of building safety and fire hazards. As a result, the process of risk mitigation that is prescribed by the VL is still ongoing and must be continued in order to adequately prevent violations of workers' human rights caused by fire and building accidents. Given that safety is an ongoing issue and needs continuous inspections, the work of the Accord is not finished until there is a credible alternative.

Carrefour, for example, publicly lists 63 factories from which it sources in Bangladesh.²² Checking the progress of these factories in implementing the Corrective Action Plans (CAPS) issued by the Accord reveals that 42 of these factories still have no verified fire alarm installed and 43 still have no fire suppression systems (i.e. sprinkler systems) as prescribed by the Accord.²³ As a result, at a substantial portion of Carrefour's suppliers in Bangladesh, workers still face possible injury or death from factory fires, a situation which, as acknowledged by the company itself,²⁴ represents one of the most significant human rights risks in, especially, the South Asian garment sector.

Similarly, while Auchan is not transparent about its supplier factories in Bangladesh, through open source research we identified 40 supplier factories to Auchan in Bangladesh.²⁵ Of these 40 factories, 30 factories still lack either fire alarms or fire suppression systems (i.e. sprinkler systems) or both features. Only 10 factories have all fire and building safety measures in place as ordered by the Accord's Corrective Action Plan.²⁶

As described above, the VL obligates companies to "regularly assess, in accordance with the risk mapping, the situation of subsidiaries, subcontractors or suppliers with whom the company maintains an established commercial relationship." Fulfilling this obligation, therefore, requires Carrefour, Auchan and other brands subject to the VL to monitor their suppliers' implementation of the safety measures needed to mitigate the

²⁰ For example: Carrefour, Vigilance plans for the years 2020, 2019; Auchan, Vigilance plan for the year 2019; Casino, Vigilance plans for the years 2020, 2019. Vigilance plans can be stand-alone documents or integrated into companies' annual reports. They can be found on the websites of companies or on <https://vigilance-plan.org/search/>

²¹ Carrefour vigilance plans for the years 2020, 2019, 2018 and 2017 are available on <https://plan-vigilance.org/company/carrefour/>

²² <https://www.carrefour.com/sites/default/files/2021-04/Liste%20des%20usines%20textiles%20Carrefour%20Avril%202021%20-%20vf.pdf>

²³ The Bangladesh Accord, Corrective Action Plans, <https://bangladeshaccord.org/factories>

²⁴ In its non-financial report and its Vigilance plan for the year 2020, one of the priority risks identified by Carrefour is the impact on the health and safety of workers in factories, including textile factories (page 64 and 117); Bangladesh is also considered as a high-risk country for the safety of workers (page 119 and 208).

²⁵ Identification was done by finding factories who mention Auchan as a buyer on their websites, or using the supplier list made public by *De Correspondent* in July 2020: <https://useruploads.cdn-decorrespondent.nl/document/23ce73267fc54975b96a21a3021d1ddb.pdf>.

²⁶ These factories are Abloom Design Limited, Chorka Textile Ltd., Comfit Composite Knit Ltd + Extension, Iris Design Limited, Pro Maker's Sweater Ind.Ltd, Reedisha Knitex Ltd, Reedisha Textstripe Limited, Tm Designers Ltd., and Torque Fashions Ltd.

risk of deadly factory fires. As brands' own voluntary CSR programs have failed to adequately assess and mitigate this risk, participation in the Accord is the least brands can do to fulfill this obligation.

3. Liability risks for French companies

Currently three French companies that are under the jurisdiction of the VL have signed the Bangladesh Accord, Carrefour, Auchan, and Casino (including Monoprix).²⁷ All of these companies have acknowledged the importance of participation in the Accord in improving workplace safety for garment workers in Bangladesh by referencing it in their vigilance plans over the last years.

Since the Accord represents the only currently existing mechanism with a track record of effectively monitoring, preventing, mitigating human rights risk from factory fires and building collapses in Bangladesh, if these companies fail to continue their participation in the Accord by signing a new binding and global agreement, they would be arguably violating their duty of vigilance under Article 1 of the VL. Failing to sign a renewed Accord could also expose these brands to the risk of civil liability under Article 2 of the VL if workers in their supplier factories in Bangladesh suffer harm as result of the factories failing to complete the safety renovations that the Accord requires.

While the VL arguably gives companies discretion as to which measures they use to discharge their duty of vigilance, the law also clearly obligates firms to take all "reasonable measures" for the effective prevention of human rights risks,²⁸ and, in particular, that they should develop their plans for doing so in this regard, in consultation with stakeholders of the company.²⁹ *As just noted, the Accord currently represents the only measure that has been shown to be effective for preventing the risk of factory fires and building collapses in Bangladesh.*

Moreover, the Accord is, in its essence, the product of consultation among brands and other stakeholders; in this case, worker representatives. Finally, since these companies have already been participants in the Accord for several years, it is hard to see how their *continuing* to remain parties to the Accord is not "reasonable". Therefore, even if, in general, companies have significant leeway under the LV in how they act to prevent human rights violations, in this specific case, it is only by renewing their commitment to the Accord that these particular brands can fulfill their obligations under the law.

This is all the more true because, as noted, at a substantial portion of these brands' Bangladeshi supplier factories the measures identified by the Accord as necessary to remediate fire hazards - such as installation of fire alarm and sprinkler systems - have not been completed. Outside of the Accord, there is no other existing mechanism that has proven effective in addressing these risks. As a result, for these brands, exiting the Accord would mean leaving these known risks in their supply chains, without any effective measures for their mitigation -- a clear violation of their duty of vigilance.

Article 1 of the VL (now codified as Article L. 225-102-4 of the Commercial Code) provides that, if a company covered by the law fails to establish, implement and publish a legally adequate vigilance plan, any person with legal standing may initiate legal proceedings before the competent jurisdiction. After receiving formal

²⁷ Monoprix and Casino are each individual signatories of the Accord. Monoprix is owned by the Casino group. At the moment, Monoprix does not publish vigilance plans and is mentioned in the plans of its parent company, the Casino Group.

²⁸ French Duty of Vigilance Law in Article L. 225-102-4.-I of the French Code of Commerce: "(...) "The plan shall include the reasonable vigilance measures to allow for risk identification and for the prevention of severe violations of human rights and fundamental freedoms, serious bodily injury or environmental damage or health risks (...)" (non-official translation of the Law)

²⁹ Ibid. "(...)The plan shall be drafted in association with the company stakeholders involved, and where appropriate, within multiparty initiatives that exist in the subsidiaries or at territorial level (...)" (non-official translation of the Law)

notice requesting compliance with the law, a company has three months to meet these obligations. If the company still fails to meet these obligations after the three-month period is over, any person with legal standing may request a judge to order that company to produce its vigilance plan, or, if the judge rules that the vigilance plan produced is insufficient, amend it as needed to comply with the VL.

As already noted, if the inadequacy of a company's vigilance plan and the company's inadequate implementation of it can be shown to have resulted in harm to other parties, the company may be held liable by the injured parties for tort damages for failure to meet its duty of vigilance. Since, in this case, the Bangladesh Accord has been proven to be an effective and reasonable mitigating measure for brands to take to mitigate fire and building safety risks in garment factories in that country, if a brand covered by the VL withdrew from the Accord and this led to safety risks in its supplier factories not being remedied, workers injured by a fire or building collapse in one of those factories (or, if fatal, the families of workers who are killed) would have a strong basis to demand of the courts that the brand be held liable for these harms and required to pay them compensation.

B. Act on Corporate Due Diligence Obligations in Supply Chains, Germany

In June 2021, the German parliament enacted a human rights due diligence law that is similar to the French VL (*Gesetz über die unternehmerischen Sorgfaltspflichten in Lieferketten* ("GSL") or Act on Corporate Due Diligence Obligations in Supply Chains). The law sets out human rights due diligence obligations for companies with at least 3000 persons employed in Germany that are headquartered or that have a branch office in Germany. The law will enter into force in 2023. From 2024 onwards the law's application will expand to cover companies with at least 1000 employees in Germany.

1. Obligations under the GSL

The GSL creates human rights and environment-related due diligence obligations for companies in regard to their supply chains with "the aim of preventing or minimising any risks to human rights or environment-related risks or of ending the violation of human rights-related or environment-related obligations" (GSL, Section 3). This due diligence obligation includes responsibility for:

1. Establishing a risk management system (Section 4 (1));
2. Designating a person or persons responsible for the risk management system within the enterprise (Section 4 (3));
3. Performing regular risk analyses (Section 5);
4. Issuing a policy statement (Section 6 (2));
5. Establishing preventive measures in its own business operations (Sections 6 (1) and (3)) and vis-à-vis its direct suppliers (Section 6 (4));
6. Taking remedial action (Sections 7 (1) to (3));
7. Establishing a complaints procedure (Section 8);
8. Implementing due diligence obligations with regard to risks at indirect suppliers (Section 9); and
9. Documenting (Section 10 (1)) and reporting (Section 10 (2)) the above activities.

The GSL differentiates between a company's direct and indirect suppliers with respect to which remedial and preventive steps a company covered by the GSL must take to address human rights and environmental risks and impacts of its business. Vis-à-vis direct suppliers, the law specifies, as examples of appropriate preventive measures a company could take to fulfill its obligations under the GSL "providing trainings on how

to prevent human rights violations; entering into contractual agreements with suppliers on appropriate mechanisms to control such risks, and their implementation; and verifying compliance of the direct supplier with the human rights strategy of the company” (section 6 (4)).

With respect to the obligation to take remedial action, Section 7 (2) of the GSL requires companies to respond to more structural human rights, which cannot be unilaterally eliminated, and the violations that may result from them, by developing and participating, in coordination with other companies, sectoral initiatives and standard-setting to “increase the [companies’] ability of influencing the entity that causes or may cause a human rights harm”. The GSL also requires companies to support similar sectoral initiatives with respect to human rights risks associated with their indirect (i.e, Tier 2, et al) suppliers.

Section 9 (3) of the GSL obligates a company that has “substantiated knowledge” that a human rights-related obligation has been violated at one or more of its indirect suppliers to:

- “1. Carry out a risk analysis in accordance with section 5 (1) to (3),
2. lay down appropriate preventive measures vis-à-vis the party responsible, such as the implementation of control measures, support in the prevention and avoidance of a risk or the implementation of sector-specific or cross-sector initiatives to which the enterprise is a party,
3. draw up and implement a prevention, cessation or minimisation concept and
4. update its policy statement in accordance with section 6 (2), if necessary.”

Starting in 2023-2024 brands such as Adidas, ALDI Nord, ALDI Süd, C&A, H&M, HUGO BOSS, KiK, Lidl, NKD, OTTO, Primark, REWE, Takko, Tchibo, Orsay, Puma, and S.Oliver, will be required under the GSL to implement preventative measures and remedial actions to address issues identified in their human rights risk assessments. All of these brands have direct or indirect supplier factories in Bangladesh. And all of them are currently signatories to the Accord.

2. The Accord helps to discharge GSL obligations regarding workplace safety issues in Bangladeshi garment industry

Although its establishment in 2013 predated passage of the GSL in 2021, the Accord clearly represents the kind of sectoral and regional action to address specific human rights risk that the GSL is intended to promote. Indeed, Sections 2 (5) (a) and (b) of the GSL explicitly identify violation of workplace safety regulations as one of the prototypical human rights risks that the law requires companies to mitigate. As a result, after 2023 or 2024 respectively any human rights risk assessment that one of these companies conducts pursuant to Section 5 of the GSL must address safety violations as part of their human rights due diligence obligations. Moreover, under the GSL, these brands will also be obligated to respond appropriately to these risks.

As discussed, the Accord is exactly the type of response to the human rights risks posed by workplace safety violations that the GSL requires. The Accord has been proven to be effective on a sectoral level in improving fire and building safety in a substantial portion of garment factories in Bangladesh. And it has achieved these results by establishing a mechanism that not only monitors risks from workplace safety violations, but also ensures that these violations are effectively remediated. Therefore, if any brand subject to the GSL does *not* remain a signatory to the Accord, it will call into doubt whether that brand is adequately addressing human rights risks associated with workplace safety violations in its supply chain as the new law mandates.

3. Current situation in the factories of Accord signatories

While much progress has been made through the Accord in addressing human rights risks from workplace safety violations in Bangladesh, there are still a number of factories that supply brands covered by the GSL that have not sufficiently remediated fire and building safety hazards. As a result, for these brands, the duty to pursue remediation of these hazards in order to mitigate human rights risks, as required under Sections 7 and 9 of the GSL is still continuing and obligatory, irrespective of whether the factories where they exist are direct or indirect suppliers.

For example, Aldi North's public factory list³⁰ lists 91 factories supplying Aldi North in Bangladesh. Of these 91 factories, only 15 factories have fire alarms and sprinklers in place as ordered by the Accord's Corrective Action Plan. The remaining 76 factories still lack either or both features. The Annex below provides the list of suppliers to Aldi North in Bangladesh that still lack basic fire safety measures. Clearly there is an urgent need for Aldi North to continue and complete the remediation of fire safety hazards among its Bangladeshi suppliers. If Aldi North fails to renew its participation in the Accord, these remaining hazards may well not be fully remediated, with the result being ongoing risk to the lives and safety of their workers.

As the facts that these hazards are still present and these suppliers have yet to remediate them are a matter of public knowledge, should tragedy strike their workers, Aldi North could hardly claim that they lacked substantial prior knowledge of these risks.

4. Liability risks for companies under the GSL

Once the GSL enters into force in 2023 and, in particular, once its scope of application expands in 2024, the above-mentioned companies may be in violation of the GSL and face risk of liability, if they fail to renew their commitments to the Accord. Government regulators will monitor whether these companies are complying with Section 14(1) of the law, which requires that companies' annual reports detail how the company is systematically mitigating and remediating identified human rights risks.

Moreover, under Section 14(2) of the GSL workers who are harmed by the company's lack of human rights due diligence (for example, if they are harmed in a fire as a result of the company's failure to ensure remediation of known safety hazards) can bring claims against the company for this threat to their human rights. The law mandates government regulators to investigate such claims and, if they are found valid, can either enjoin the company to take actions to remediate the hazards (GSL, Section 15 (ff) or impose fines on the company of up to 2% of its annual turnover (section 24).

Section 14 (2) of the GSL gives persons affected by a company's human rights due diligence failures, including workers in a brand's supplier factories, a so-called public law subjective right (*öffentlich-rechtliches subjektives Recht*) which permits affected persons to bring claims, themselves, in the administrative courts in cases where government regulators are not adequately enforcing the law with respect to the claimants' interests. As the companies listed above are aware of where their suppliers in Bangladesh have not completed remediating safety hazards identified by the Accord, workers at these factories will be in a strong position to assert that these companies have substantive knowledge of potential human rights violations among their suppliers, thereby triggering the company's obligations under Sections 7 and/or 9 of the GSL -- and workers' right to have government regulators order the company to take steps to ensure remediation.

The Accord has been proven to be an effective way for companies to fulfill their due diligence obligations with regards to human rights risks related to workplace safety in their apparel supply chains in Bangladesh,

³⁰ Supplier list of Aldi Nord, May 2021, https://www.aldi-nord.de/content/dam/aldi/germany/verantwortung/lieferkette-non-food/transparenz-in-der-lieferkette-von-textilien-und-schuhen/2021_Transparenzliste_EN_05.pdf.res/1620635703628/2021_Transparenzliste_EN_05.pdf.

and one that, as discussed, is consistent with the requirements of the GSL. Conversely, since no other effective mechanism for fulfilling these obligations currently exists, if brands fail to renew the Accord this it would likely lead to a violation of their due diligence obligations under the GSL.

Again, while companies arguably have discretion to choose the measures by which they discharge their human rights due diligence obligations, the GSL clearly obligates companies to take all “appropriate measures” for the effective prevention of human rights risks (Section 6 (1)). Beyond a doubt, given both its proven effectiveness and the fact that it is the product of the kind of stakeholder engagement that the GSL specifically prescribes, the Accord is such an “appropriate measure.”

Moreover, in many factories supplying brands covered by the GSL, remediation of workplace safety hazards - such as a lack of fire alarm and sprinkler systems - has not been completed. Again, since no other effective mechanism for addressing these hazards currently exists, a brand that fails to renew the Accord is arguably violating its duty of due diligence.

V. Conclusions

Tragic experience has shown that brands' voluntary social auditing programs fail to meet their human rights due diligence obligations with respect to fire and building safety, as all of factories in Bangladesh where previous disasters occurred were already subject to such audits. It is only through the advent of the Accord that actual progress has been made by brands in meeting their mandatory due diligence obligations in this area. Especially, as auditing companies themselves are obliged by the VL and GSL, if they fall within the scope of these laws, auditing companies also may face liability risks for their services in the garment industry.

Therefore, unless within the next two weeks before the Accord expires, its signatory companies negotiate and sign a comparable new binding agreement to continue its work, these brands will be exposing themselves to potential liability under both the French law of vigilance and the German due diligence law (when it comes into effect). Other brands subject to these laws, such as Decathlon and New Yorker, that produce in Bangladesh, but, to date, have not signed the Accord, also would be advised to sign such an agreement as soon as possible as well.

Note about the ANNEXES

These lists track two important aspects of the fire safety in supplier factories of three Accord signatory brands: fire detection and fire protection and suppression systems. Fire detection systems, here indicated by a fire alarm symbol, include beyond fire alarms also smoke detectors and other detection and alarm systems. Fire protection and suppression systems, indicated by a sprinkler symbol, include beyond sprinklers other protection systems such as standpipes and fire pump installations. In some instances the Accord's Corrective Action Plan indicates that a certain factory does not need a fire suppression system, in which case the factory is only included if it also lacks a verified fire detection system. All crosses in these lists indicate factories where remediations have not yet been verified as up to standard. This means that some factories will be included where the issue is reported as remediated, but verification is pending. As Accord statistics indicate that 23% of issues that are pending verification turn out not to be up to standard³¹, this analysis only considers an issue fully remediated once verification confirms it. These lists give an indication of which factories supplying Aldi North, Auchan, and Carrefour will pose a liability risk to these brands if they do not sign a new binding safety agreement by 31 August 2021.

Aldi North's public factory list³² lists 91 factories supplying Aldi North in Bangladesh. Of these 91 factories, only 15 factories have fire alarms and sprinklers in place as ordered by the Accord's Corrective Action Plan (these factories are AB Apparels Ltd., Aspire Garments Ltd., Chorka Textile Ltd., Denim Fashions Ltd., FAiza Industries Ltd., Ilmeeyat Apparels Ltd., Impress Fashion Ltd., Iris Design Ltd., MNR Design Ltd., New Line Clothings Ltd., Plummy Fashions Ltd., Renaissance Apparels Ltd., Romo Fashion Today Ltd., Shad Fashion Ltd., The Delta Apparels Ltd.). The remaining 76 factories still lack either or both features.

Auchan is not transparent about its supply chain. Through internet research we identified 40 supplier factories to Auchan in Bangladesh.³³ Of these 40 factories, only 10 factories have fire alarms and sprinklers in place as ordered by the Accord's Corrective Action Plan (These factories are Abloom Design Limited, Chorka Textile Ltd., Comfit Composite Knit Ltd + Extension, Iris Design Limited, Pro Maker's Sweater Ind.ltd, Reedisha Knitex Ltd, Reedisha Textstripe Limited, Tm Designers Ltd., and Torque Fashions Ltd). The remaining 30 factories still lack either or both features.

Carrefour's public factory list³⁴ contains 63 factories supplying Carrefour in Bangladesh. Of these factories, 42 factories have no fire alarm installed and 43 have no sprinkler system installed. In only 14 factories were all fire alarms and sprinklers correctly installed.

³¹ Bangladesh Accord Quarterly Aggregate Report, May 2021, https://bangladesh.wpengine.com/wp-content/uploads/2021/06/Accord_Quarterly_Aggregate_Report_May2021.pdf, p. 15.

³² Supplier list of Aldi Nord, May 2021, https://www.aldi-nord.de/content/dam/aldi/germany/verantwortung/lieferkette-non-food/transparenz-in-der-lieferkette-von-textilien-und-schuhen/2021_Transparenzliste_EN_05.pdf.res/1620635703628/2021_Transparenzliste_EN_05.pdf. For this research we only analysed the active factories from Aldi North's latest May 2021 factory list, whereas for our more extensive research in April 2021 ("Unfinished Business") we also included factories from Aldi's 2018 factory list to meet the Accord's mandatory 18 months of responsibility for past suppliers. As we did not have historic factory lists for Carrefour, and no factory lists at all for Auchan, we decided to base this analysis on current supplier factories alone.



³³ Identification was done by finding factories who mention Auchan as a buyer on their websites, or using the supplier list made public by *De Correspondent* in July 2020: <https://useruploads.cdn-decorrespondent.nl/document/23ce73267fc54975b96a21a3021d1ddb.pdf>.

³⁴ Supplier list for Carrefour, April 2021, <https://www.carrefour.com/sites/default/files/2021-04/Liste%20des%20usines%20textiles%20Carrefour%20Avril%202021%20-%20vf.pdf>

Supplier factory to Carrefour		
Abanti Colour Tex Ltd. (new buildings)	✗	✗
Apex Textile Printing Mills, Ltd	✗	✗
Armour Garments Ltd & Envoy Garment Ltd	✗	✗
Azmeri Composite Knit Ltd	✗	✗
Chowgacha Fashions Ltd	✗	✗
Clifton Textiles and Apparels Ltd	✗	✗
Coast To Coast (Pvt.) Ltd.	✗	✗
Debonair Ltd	✓	✗
Debonair Limited (extension)	✗	✗
Dekko Garments Limited.	✗	N/A
Divine Fabrics Ltd.	✗	✗
Divine Garments Limited	✗	✗
Divine Textile Ltd. (Unit-2)	✗	✗
Divine Textile Ltd.	✗	✗
Esquire Knit Composite Ltd.	✗	✗
Euphoria Apparels Ltd.	✗	✗
Faiza Industries Ltd. Extended Building	✗	✗

Supplier factory to Carrefour		
Fariha Knit Tex Ltd.	✗	✗
Farseeing Knit Composite Ltd	✗	N/A
Giant Textiles Ltd	✗	✗
Habitus Fashion Ltd	✗	✗
Hop Lun Apparel Ltd Unit-2	✗	✗
Interstoff Apparels Ltd	✗	✗
Intimate Apparels Ltd	✓	✗
Intimate Apparels Ltd. (Building 2)	✗	✗
Mahmud Fashion Limited	✗	✗
Mahmud Jeans Limited	✗	✗
Manta Apparels Ltd	✗	✗
Masco Cottons Ltd.	✗	✗
Masco Industries Ltd	✓	✗
Millennium Textiles (Southern) Ltd	✗	✗
Amtranet Ltd.	✗	✗
Epoch Garments Ltd.	✗	N/A
Km Apparel Knit (Pvt.) Ltd.	✓	✗
Mondol Fabrics Ltd.	✗	✗


Supplier factory to Carrefour		
Nafa Apparels Ltd	✓	✗
Noman Terry Towel Mills Ltd	✗	✗
M/S. Olio Apparels Ltd	✗	✗
Pandora Sweaters Ltd	✗	✗
SM Knitwears Ltd.	✗	✓
South East Textiles (Pvt.) Ltd.	✗	✗
Tosrifa Industries Ltd.	✗	✗
Utah Knitting and Dyeing Ltd	✗	✗
Utah Knitting & Dyeing Ltd. (Extension)	✗	✗
Welldone Apparel Ltd Extension Building	✗	✗
Welldone Apparel Ltd.	✗	✗
Zaber & Zubair Fabrics Limited	✗	✗

Supplier factory to Auchan		
Ahsan Composite Ltd.	✗	✗
AMIR SHIRTS LTD	✗	✗
APS Knit Composite Ltd	✗	✗
Arrival Fashion Limited	✗	✗
Arrival Fashion Limited-Mirpur	✗	✗
ATTIRES MANUFACTURING CO	✗	✗
Blue Planet Knit Wear Ltd.	✗	✗
Comfit Composite Knit Ltd (new building)	✗	✗
ECHOKNITS LTD (previously Shomahar Sweaters Ltd)	✗	✗
Echotex (extension)	✗	✗
ECHOTEX LTD.	✓	✗
ECHOTEX LTD. (New Building)	✗	✗
Euphoria Apparels Ltd	✗	✗
Fakhruddin Textiles Mills Limited	✗	✗
Gardenia Wears Ltd	✗	✗

Supplier factory to Auchan		
IRIS FABRICS LIMITED	✗	✓
MHC Apparels PVT New Unit	✗	✗
Mitali Fashions Ltd.	✗	✗
MM Knit Wear	✗	✗
MT SWEATER LTD	✗	✗
Radiance Jeans Ltd.	✗	✗
Rose Intimates Ltd	✗	✗
Russel Apparels & Ekram Sweater Ltd	✗	✗
Space Sweater Ltd (Jogitala)	✗	✗
T-Design Sweaters Ltd.	✓	✗
TM FASHIONS LTD	✗	✗
Torque Fashions Limited shades 7, 9-13	✗	N/A
UHM Ltd.	✗	N/A
URMI GARMENTS LTD	✗	✗



Supplier factory to Aldi North		
Ador Composite Ltd.	✗	✓
AKH Eco Apparels Ltd.	✗	✗
Angshuk Ltd.	✓	✗
Apparels Village Ltd.	✗	✗
B.H.I.S. Apparels Ltd.	✓	✗
Blue Planet Knitwear Ltd.	✗	✗
Chaity Composite Ltd.	✗	✗
Chantik Garments Ltd.	✗	✗
Citadel Apparels Ltd.	✗	✗
Citadel Apparels Ltd.	✗	✗
Cotton Dyeing & Finishing Mills Ltd.	✗	✓
Crossline Factory (Pvt) Ltd.	✗	✗
Crossline Knit Fabrics Ltd.	✓	✗
Crown Exclusive Wears Ltd.	✓	✗
Crown Fashion & Sweater Industries Ltd.	✗	✗
Designer Fashion Ltd.	✗	✗
Designtex Knitwear Ltd.	✓	✗
Dird Composite Textiles Ltd.	✗	✗

Supplier factory to Aldi North		
Disari Apparels (Pvt) Ltd.	✗	✗
Disari Industries Pvt. Ltd.	✗	✗
Florence Fabrics Ltd.	✗	✓
Fortis Garments Ltd.	✗	✗
Goldstar Fashions Ltd.	✗	✗
Habitus Fashion Ltd.	✗	✗
Hasan Tanvir Fashion Wears Ltd.	✗	✗
Ilmeeyat Apparels Ltd.	✗	✓
Interfab Shirt Mfg. Ltd.	✗	✗
J.L. Sweaters Ltd.	✓	✗
KA Design Ltd.	✗	✓
KC Bottom & Shirt Wear Co.	✗	✓
Keya Cosmetics Ltd.	✗	✓
Knitivo Fashion Ltd.	✗	✗
L Z Fashion Wear Ltd.	✓	✗
Libas Textiles Ltd.	✗	✗
Logos Apparels Ltd.	✗	✗
LZ Textiles Ltd.	✗	✗

Supplier factory to Aldi North		
Mahadi Fashion (Pvt.) Ltd.	✗	✗
Mahdeen Sweaters Ltd.	✗	✗
Mahmuda Attires Ltd.	✗	✗
Minimax Ltd.	✗	✓
MNR Sweaters Ltd.	✗	✓
Muazuddin Knit Fashion Ltd.	✗	✗
Multifabs Ltd.	✗	✗
N.A.Z Bangladesh Ltd.	✗	✗
Network Apparel Ltd.	✗	✗
Network Clothing Ltd.	✗	✗
New Asia Fashions Ltd.	✗	✗
NewNewage Apparels Ltd.	✗	✓
Nipa Fashion Wear Industry Ltd.	✗	✗
Nipa Knitwear Co.	✗	✗
Noman Fashion Fabrics Ltd.	✗	✗
Odessa Fashions Ltd.	✗	✗
Odyssey Dresses Ltd.	✗	✗
Onus Design Ltd.	✗	✗

Supplier factory to Aldi North		
Onus Garments Ltd.	✗	✗
Orient Allure Lingerie Ltd.	✗	✗
Pacific Cotton Ltd.	✗	✓
Pole Star Fashion Design Ltd.	✗	✗
Radiance Fashion Ltd.	✗	✓
Radiance Jeans Ltd.	✗	✗
Raiyan Knit Composite Ltd.	✗	✗

Supplier factory to Aldi North		
Rizvi Fashions Ltd.	✗	✗
Rowa Fashions Ltd.	✗	✗
Sark Knitwear Ltd.	✗	✗
Saturn Textiles Ltd.	✗	✗
Seacotex Fabrics Ltd.	✗	✗
Selina Apparels Ltd.	✗	✗
Styrax Fashions Ltd.	✗	✗
Sumi Apparels (Pvt.) Ltd	✗	✗

Supplier factory to Aldi North		
Taqwa Fabrics Ltd.	✗	✗
Taratex Fashion Ltd.	✗	✗
Techno Fiber Ltd.	✗	✗
The Delta Composite Knitting Ind.	✗	✗
Tillottama Fashions Ltd.	✗	✗
Unique Designers Ltd.	✗	✗
Welldone Apparel Ltd.	✗	✗