



# CamelBak Supplier/Subcontractor Code of Conduct

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Approved by FLA



## PREAMBLE

CamelBak LLC is committed to conducting business in a lawful, ethical and socially responsible manner globally. We place a high priority throughout our supply chain on protecting the rights, safety and well-being of workers in conjunction with environmental stewardship and compliance with local and international law. CamelBak's Supplier Subcontractor Code of Conduct ("Code" or "Code of Conduct") sets out our minimum expectations for third-party suppliers and subcontractors ("Participants"), providing a baseline against which Participants are evaluated.

To have a positive impact and protect the health, welfare and safety of our manufacturing partners and their employees, as well as promote humane working conditions, CamelBak LLC has partnered with the Fair Labor Association in the United States ("FLA") and aligned its code with the FLA Code of Conduct and has incorporated the FLA's tenants herein. Companies affiliated with the FLA, like CamelBak, are expected to comply with all relevant and applicable laws and regulations and to ensure that all Participants, in each country in which its workers are employed, implement and apply these standards in their applicable facilities. When differences or conflicts in standards arise between this document and local laws and regulations, CamelBak Suppliers, Subcontractors, affiliated companies are expected to apply the highest standard.

- A. CamelBak monitors compliance with this Code of Conduct by carefully examining adherence to the Code through third party auditing. CamelBak also utilizes information obtained from the Fair Labor Associations Compliance Benchmarks and Principles of Responsible Sourcing to identify specific requirements for meeting each FLA and CamelBak Code Standard. CamelBak expects affiliated companies to make improvements when Code standards are not met and to develop sustainable mechanisms to ensure ongoing compliance.
- B. CamelBak expects its Suppliers and Subcontractors to declare support for its Code and its standards. Non-conformance to the Code may result in termination of the business relationship.
- C. The Code of Conduct outlines standards to ensure compliance with laws, that working conditions in the outdoor industry supply chain are safe, that workers are treated with respect and dignity, and that manufacturing processes are environmentally responsible.
- D. Participants consider themselves responsible for all of the activities carried out in their names worldwide. They feel a particular responsibility to provide decent

working conditions for the employees producing their products. Participants acknowledge that this responsibility extends to all employees who make products for Participants, regardless of whether they are directly employed by Participants or by third party subcontractors and suppliers.

- E. Participant aims to attain compliance with social and environmental standards including: The International Labor Organization conventions, the United Nations' Universal Declaration of Human Rights, the UN's conventions on children's rights, the elimination of all forms of discrimination against women, and the US Department of Homeland Security Training on Human trafficking, and if applicable, those Human Trafficking Regulations under the United States Federal Acquisition Regulations (FAR) / United States Defense Federal Acquisition Regulations (DFAR) (FAR subpart 22.17; DFAR subpart 222.17).

### **Code of Conduct**

1. Employment Relationship: Employers shall adopt and adhere to rules and conditions of employment that respect workers and, at a minimum, safeguard their rights under national and international labor and social security laws and regulations.
2. Prohibition of Forced Labor: Participants will not use involuntary or forced labor indentured, bonded, imprisoned or labor utilizing human trafficking. Suppliers are expected to know the nationality of all of their employees, and shall not employ nationals of the Democratic People's Republic of Korea. Suppliers are also expected to know the origin of their materials, and shall not purchase materials or components made using forced labor, including but not limited to "Conflict Minerals" originating from the Democratic Republic of Congo (see 17 CFR Part 240) and any materials or components produced in whole or in part by nationals of the Democratic People's Republic of Korea.
3. Human trafficking: All Participants will complete an online training program ensuring their knowledge and understanding of human trafficking as provided by the US Department of Homeland Security. A signature page will accompany this training which must be signed by a senior executive with the appropriate authority to ensure compliance within the Participant's company and returned to CamelBak at completion acknowledging your understanding and compliance to the program.
4. Prohibition of Child Labor: Participants will not hire any employee under the age of 15, or under the minimum age for completion of compulsory education as established by law in the country of manufacture, whichever is greater.
5. Prohibition of Harassment or Abuse: Every employee shall be treated with respect and dignity. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse.
6. Compensation and Benefits: Every worker has a right to compensation for a

regular work week that is sufficient to meet the worker's basic needs and provide some discretionary income. Employers shall pay at least the minimum wage or the appropriate prevailing wage, whichever is higher, comply with all legal requirements on wages, and provide any fringe benefits required by law or contract. Where compensation does not meet workers' basic needs and provide some discretionary income, each employer shall work with the FLA to take appropriate actions that seek to progressively realize a level of compensation that does.

7. Hours of Work: Except in exceptional circumstances which substantially disrupt production and are out of the ordinary and out of the control of the employer, such as fire, earthquake, floods, national emergencies or periods of prolonged instability, Employees shall not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime and be entitled to at least 24 hours off in every seven day period. Overtime must be consensual, compensated at a premium rate and no employee shall be forced to work overtime in excess of the limitations outlined herein. Employers shall not request overtime on a regular basis.

8. Prohibition of Discrimination: No person shall be subject to any discrimination in employment, including hiring, compensation, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social group or ethnic origin. Pregnant women shall not be discriminated against or forced to take birth control as a condition of employment.

9. Health and Safety: Employers shall provide a safe and healthy workplace setting to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of employers' facilities. Employees must have access to sanitary facilities which should be adequate and clean. Where residential housing is provided for workers, Participants will provide safe and healthy housing.

10. Structural and Fire Integrity of buildings: Participant will obtain Annual Fire department (or similar services based on the Country of Production regulations) fire evaluations on the internal infrastructure and layout of the buildings and equipment. Annual structural evaluations of wiring and building integrity must be evaluated to ensure a safe environment for all employees. Certificates of conformity need to be publically displayed in areas open to employees and visitors within the sites. Participant will provide Fire safety training annually to its employees.

11. Freedom of Association and Collective Bargaining: Participants will recognize and respect the right of employees to exercise their rights of freedom of association and collective bargaining. Where the right to freedom of association is restricted under law, vendors must allow their employees to raise with the vendors' representatives any job-related grievances the employees may have, without penalty or reprisal.

12. Environment: Participants recognize that environmental responsibility is integral to producing world-class products. In manufacturing operations, Employers shall adopt

responsible measures to mitigate negative impacts that the workplace has on the environment while safeguarding the health and safety of the public. Participants will comply with environmental rules, regulations of the country of manufacture, and standards applicable to their operations.

13. Ethical Conduct: Participants shall conduct business with integrity and in compliance with all applicable laws and respect the intellectual property rights of others. Participants shall comply with all anti-corruption laws, including the law of the country in which the Participant is located or conducts business, the US Foreign Corrupt Practices Act and the OECD Anti-Bribery Convention. Specifically, Participants shall not pay, give or offer anything of value, including but not limited to bribes, kickbacks and facilitation payments, to any government official or anyone working for or on behalf of any government, government agency or quasi-governmental entity (*e.g.*, customs officials).

14. Conflict Minerals: Participants are expected to know the origin of their materials, and shall not purchase materials or components made using forced labor, including but not limited to “Conflict Minerals” originating from the Democratic Republic of Congo.

15. Participant Commitment to Compliance: Participants will comply and encourage compliance with the requirements above, by defining and implementing appropriate procedures and monitoring their third-party suppliers’ and subcontractors’ compliance.

15.1 Participants also are expected to report to CAMELBAK any suspected violations of this Code.

15.2 Participants understand that failure to comply may disqualify them from production for CAMELBAK.

16. Compliance Audits: Participants recognize that CamelBak reserves the right to conduct internal Third party social compliance audits at the Participant’s locations (factories, offices, etc.), announced or un-announced at CamelBak’s discretion. The FLA also reserves the right to Audit CamelBak facilities based on the FLA benchmarks and its internal code of Conduct audit announced or unannounced. It is the responsibility of each Participant to understand the local laws applicable to their business and maintain documented records that substantiate claims of compliance during these audits. CamelBak may also need to audit third party suppliers, subcontractors or other labor organizations used by Participant to provide contract or seasonal workers in Participant’s factory(ies). Such audits may include confidential interviews with Participant’s employees and third parties.

16.1 The Participant agrees to display in English and the local language the CamelBak Code of Conduct in public areas open to employees and visitors within the facility. If Participant already has a Code of Conduct posted in both English and the local language, and CamelBak has reviewed and deemed it appropriate, the alternate posting will be allowed as long as a CamelBak hotline number or e-mail address is provided as shown below:

CamelBak hotline email: <http://camelbak.alertline.com>

CamelBak hotline phone:

- Global Compliance International (888) 690-3865
- US Domestic Global Compliance toll-free (877) 874-8416

16.2 In the event that a Participant fails to pass a third party monitoring audit based on minor infractions, those infractions must be corrected to the satisfaction of CamelBak and the auditing service within a reasonable time frame. Re-audits in a factory location will be the financial responsibility of the Participant.

16.3 CamelBak has a zero tolerance policy with regard to Human Rights. Should the Participant fail a critical element in a third party audit based on Human Rights violations as outlined in this Code of Conduct, the Participant (or the specific location) can be considered for immediate dismissal of the business relationship, unless a corrective action plan—approved by CamelBak—is put in place to correct the violation.

16.4 CamelBak will take reasonable measures to provide assistance to Participants to improve their own social compliance programs of the participant's factory locations where the intent and social compliance climate is positive, healthy and adhering to all local laws and human rights issues.