

For Fenix Outdoor International AG and Royal Robbins LLC, taking responsibility forms part of our corporate culture and philosophy. We believe we need to build robust and lasting business and stakeholder partnerships. It is of paramount importance to us to be fully understood and that our suppliers and valued business partners share our vision for a prospering global society. Hence, we have set up this Code of Conduct.

The Fenix Outdoor Code of Conduct is a mandatory and non-negotiable requirement of all Royal Robbins suppliers, including their subcontractors and business partners. We encourage our partners to adopt a similar Code for themselves and set-up clear and goal-oriented structures and accountability systems in order to be able to monitor the implementation. Throughout the Code of Conduct, the term “supplier” and “factory” is used, standing as universal terms for our suppliers, subcontractors and business partners and their premises.

The Code forms the basis for our business relationships and is therefore an integral component of our agreement with suppliers. Fenix Outdoor expects suppliers to make improvements when the Code of Conduct standards are not met and to develop sustainable mechanisms to ensure ongoing compliance. We offer support and training in how to implement the Code. Fenix Outdoor reserves the right to amend or modify the Fenix Outdoor Code of Conduct at any time.

The Fenix Outdoor Code of Conduct is based on the FLA Workplace Code of Conduct and current international reference documents and standards, including:

- The United Nations Global Compact,
- The Universal Declaration of Human Rights,
- The International Labour Organization’s (ILO) Declaration on Fundamental Principles and Rights to work,
- The Rio Declaration on Environment and Development,
- The United Nations Convention Against Corruption,
- The UN Convention on The Right of the Child,
- The European Convention for the Protection of Animals kept for Farming Purposes, and
- The European Convention for the Protection of Animals during International Transport and the Council Regulation on the protection of animals during transport.

1. Legal Requirements

We expect that our suppliers, in all their activities, comply with the relevant and applicable national laws in the country in which they are operating. Should any of the following requirements by Fenix Outdoor be in violation of the national law in any country or territory, the law in that country take precedence over the Fenix Outdoor Code of Conduct. In such cases immediate reporting to Fenix Outdoor is mandatory in order to decide on how to proceed. It is important to understand that the requirements of Fenix Outdoor are not limited to the requirements set forth by national law. When legal requirements are less strict than the Code, it is always the Fenix Outdoor Code of Conduct that applies to our suppliers. Suppliers shall apply the highest standards at all times.

1.1 | Corruption, Extortion, Embezzlement and Bribery

We trust that excellence of our products is the key to our business success. Therefore, we will deal with all our customers, suppliers and government agencies in a straightforward manner and in compliance with international anti-bribery standards and local anti-corruption and bribery laws. This includes any transaction that might appear to be arranged for granting concessions or benefits.

Corruption or bribery, extortion, and embezzlement, including any payment or other form of benefit conferred on any government official for the purpose of influencing decision making in violation of law, are strictly prohibited. These actions may lead to the immediate termination of the business relationship with Fenix Outdoor and/or damage claims and legal actions.

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2. Child Labor

2.1 | Definition

We define, in this context, the word “child” as a person younger than 15 years of age as covered by article 2.3 in the ILO convention No.138.

2.2 | Policy

Fenix Outdoor does not accept child labor. All measures to prevent child labor shall be implemented taking into account the best interests of the child. We believe that children have the right to develop and evolve, having a better and more sustainable lifestyle than us. Their exploitation for short-term gains or benefits is unacceptable.

We base our policy regarding child labor on the ILO convention No.138 recognizing the right of the child to be protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral or social development. If the minimum employment age, in the country in which a supplier maintains its business is higher than 15 years, then the supplier must adhere to the national law and regulations.

We acknowledge that according to the UN Convention on the Rights of the Child, article 1., a person is a child until the age of 18. We therefore recommend our suppliers to make sure, that workers in the age group 15-18 years (“young workers”) are treated accordingly. Limits for working hours and overtime for this age group should be set with special consideration to the workers age.

2.3 | Enforcement

If a supplier does not accept our policy on child labor, we will not engage in a relationship or discontinue our co-operation with this supplier.

3. Worker’s Rights

Every worker shall be treated with respect and dignity. Fenix Outdoor expects the suppliers to respect the personal dignity, privacy and rights of each individual and to prohibit any kind of violence and assault at the workplace, including threatening and intimidating behavior and performance of the worker. The workers shall be free to lodge complaints with their superiors. They have the right to directly approach us, should they feel more comfortable in doing so. The management of each factory is obliged to inform their workers about this code and to display our contact details including the Email-Hotline compliance@fenixoutdoor.se.

Under no circumstances does Fenix Outdoor accept that our suppliers use humiliation or corporal punishment or other forms of mental or physical disciplinary actions. No worker shall be subject to physical, sexual, psychological or verbal harassment or abuse. All workers should be entitled to his or her basic rights.

3.1. | Forced Labor

3.1.1 We do not tolerate forced, compulsory or any other type of labor that is deemed to be illegal in the production of goods for Fenix Outdoor.

3.1.2 Fenix Outdoor does not accept that bonded workers or prisoners are used in the production of Fenix Outdoor goods.

3.1.3 There shall be no restrictions on the worker's right to leave the workplace.

3.1.4 Workers shall not be required to lodge "deposits" or their identity papers with their employer.

3.1.5 Any commissions and other fees to recruitment agencies in connection with employment of foreign, migrant or temporary workers should be covered by the employer. Never should these workers be required to remain employed for an extended period of time against their own will.

3.2. | Non-Discrimination

No worker should be discriminated on the basis of race, national origin, ethnicity, political opinion, social group, religion, age, sexual orientation, gender, marital status, health, disability or other classes protected by law or universal principles of the United Nations.

3.2.1 All workers possessing the same experience and qualifications should receive equal conditions during employment, including hiring, compensation, advancement, discipline, termination or retirement. We expect our suppliers to promote equal opportunities for and treatment of its workers irrespective of the above mentioned reasons.

3.2.2 Dismissal of pregnant workers, or workers during parental leave, or following their return to work, is not acceptable. Workers taking parental leave (male or female) shall be entitled to return to their employment on the same terms and conditions that applied to them prior to taking leave and they shall not be subject to any discrimination, loss of seniority or deduction of wages.

3.3 | Freedom of Association and the Right to Collective Bargaining

Fenix Outdoor respects the workers' right to freedom of association and collective bargaining. All workers should be free to join associations of their own choosing, and they should have the right to bargain collectively.

We do not accept any disciplinary or discriminatory actions from the factory against workers who organize or join an association. We expect our suppliers to recognize and respect, as far as covered by the national laws or international standards, the workers' right to freedom of association and to neither favor nor discriminate against members of employee organizations or trade unions. We encourage the interaction with workers representatives, civil society groups as well as trade unions.

3.4 | Labor Contract

All workers shall be entitled to a written employment contract that contains an accurate, complete and understandable summary of the terms and conditions of employment, including wages, benefits and working conditions. This also counts for foreign, migrant, temporary or home workers, who in any case are not to be treated less favorably. Fenix Outdoor expects our suppliers to ensure that all employees are aware of their legal rights and obligations.

3.5 | Working Hours

3.5.1 We expect our suppliers to comply with the maximum number of regular working hours laid down in the applicable laws of the country in which a supplier maintains its business premises. This limit shall not exceed 48 hours a week as stated in the ILO convention No.1. In exceptional circumstances as covered by article 2 to 5 in the ILO convention No.1. the limit of 48 hours a week can be extended.

3.5.2 Workers are entitled to at least one day (24 consecutive hours) of rest in every seven-day period.

3.5.3 Overtime work must always be voluntary and compensated in accordance with applicable law and at premium rates (at least 1,25 times the regular rate). Overtime shall not be requested on a regular basis. The hours shall not exceed the numbers allowed by the law of the country. The sum of regular and overtime working hours shall never exceed 60 hours a week. Exceptional circumstances need to be flagged to the respective Fenix Outdoor entity well in advance.

3.5.4 The workers should be granted their stipulated annual leave and sick leave without any form of repercussions.

3.5.5 Workers should be given their stipulated maternity and/or parental leave in case of pregnancy (*see 3.2.2*). In developing countries, we recommend that our suppliers provide the workers with at least one free meal a day.

3.6 | Compensation/Wages

Every worker in a regular work week has the right to an income that meets his or hers basic needs and provides some discretionary income. The legal minimum wages should be a minimum requirement, but not a recommended level. We expect our suppliers to provide fair remuneration and to guarantee the applicable national statutory minimum wage, the prevailing industry wage or the wage negotiated in collective agreements, whichever is higher, and provide any fringe benefits required by law or contract. Where compensation does not meet worker's basic needs and provide some discretionary income, each employer shall take appropriate actions that seek to progressively realize a level of compensation that does. Wages must be paid regularly, on time and be fair in respect of the worker's experience, qualification and work performance. Fenix Outdoor does not accept deductions as a disciplinary measure.

4 | Safety & Health at Workplace

All workers shall be provided 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 suppliers' facilities. Fenix Outdoor expects its supplier to take responsibility for the health and safety of their workers and to control hazards and take the best reasonably possible precautionary measures against accidents and occupational diseases.

Fenix Outdoor requires from its suppliers that the safety and health of the workers should be a priority at all times. No hazardous equipment or unsafe buildings are accepted. Suppliers shall adopt responsible measures to mitigate negative impacts that the workplace has on the environment.

The factory shall at all times be in possession of all applicable certificates and permits related to health and safety issues.

4.1 | Building and Fire Safety

4.1.1 The factory should have clearly marked exits, and preferably emergency exits on all floors. All exit doors should open outwards. Exits should not be blocked by any items such as cartons, fabric rolls or debris, and should be well lit. If emergency exits are locked, the keys should be placed behind breakable glass next to the doors, and thus be available to staff at all times.

4.1.2 All workers should be aware of the safety arrangements in the factory, such as emergency exits, fire extinguisher, first aid equipment, etc.

4.1.3 An evacuation plan should be displayed in the factory and the fire alarm should be tested regularly. Evacuation drills should be performed at least once a year.

4.1.4 All buildings shall be safe, maintained and checked regularly.

4.2 | First Aid

4.2.1 First aid equipment must be available in each factory and at least one person in each department should have training in basic first aid.

4.2.2 The employer should pay any costs (not covered by the social security) which a worker may incur for medical care, following an injury during work in the factory.

4.2.3 It is recommended that a doctor or nurse is available at short notice, in case of an accident in the factory.

4.3 | Factory Conditions

4.3.1 A safe and healthy working environment shall be provided 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 the supplier's facility.

4.3.2 It is important for the workers' well-being that the factory environment is clean and free from pollution.

4.3.3 The temperature in the factory should be tolerable as a working environment, and the ventilation should be adequate. Heaters or fans should be provided when needed.

4.3.4 The lighting at each workstation should be sufficient for the work that is being performed, at all times of day.

4.3.5 Sanitary facilities should be clean, in an operational condition and the workers shall have access without restrictions. Necessary sanitary equipment shall be provided on the expenses of the employer (toilet paper, soap, disinfectant and alike). The number of facilities should be adequate for the number of workers in the factory. Sanitary facilities shall preferably be separated for men and women.

4.4 | Pregnant Workers and New Mothers

Fenix Outdoor's suppliers shall abide protective provisions benefiting pregnant workers and new mothers, including temporary reassignments away from work stations and work environments that may pose a risk to the health of pregnant woman and their unborn children. If such protective provisions are not existent by national law, suppliers shall take reasonable measures to ensure the safety and health of pregnant woman and their unborn children.

4.4.1 We recommend our suppliers to make temporary adjustments of working hours during and after pregnancy.

4.4.2 Factories shall provide new mothers with breast-feeding breaks and facilities.

4.4.3 We recommend that factories with female workers arrange day care for children below school age.

5 | Housing Conditions

If a factory provides housing facilities for its staff, the requirements regarding safety and health conditions, under point 4 “Safety & Health at Workplace”, should also be applicable to the workers’ housing area.

5.1 All workers must be provided with his or her own bed, and the living space per worker must meet the minimum legal requirements. It is expected that minimum standards regarding privacy and personal sphere are kept and that an employer considers the housing in a way as if he himself ought to live in the space provided.

5.2 Separate dormitories as well as toilets and showers shall be provided for men and women.

5.3 There should be no restrictions on the workers’ rights to leave the dormitory.

5.4 In particular, Fenix Outdoor wants to stress the importance of fire alarms, fire extinguishers, unobstructed emergency exits, evacuation drills (at least once a year or according to law) and safe buildings in dormitory areas (see point 4 “Safety & Health at Workplace”).

6 | Environment

Fenix Outdoor’s companies depend on people enjoying a clean, diverse and healthy nature. We therefore take particular interest in the reduction of environmental damages and the protection and enhancement of natural habitats and biodiversity. Therefore, our suppliers must comply with all applicable environmental laws and regulations in the country of operation and show efforts going beyond legal compliance. We expect our suppliers to make every effort to reduce the environmental impact of their business by adopting the best practice principles and continuously seeking improved methods to minimize any adverse environmental impact of their operations, including emissions, resource use and waste. We strongly recommend to join us in implementing the Higg Index (higg.org) of the Sustainable Apparel Coalition (SAC). We expect all suppliers to give a comprehensive account of their environmental activities by the end of each year.

6.1 According to Fenix Outdoor’s chemical guideline and restricted substances list, we do not allow the use of certain hazardous chemicals in the production of our articles or any precursors. All of our suppliers must sign the Fenix Outdoor Chemical Guideline, confirming that no prohibited chemical substances will be used in the production and ensure that their suppliers and partners adhere to it as well.

6.2 When the suppliers have a choice between two chemicals that serve the same purpose, they should choose the chemical that is the least harmful to the environment.

6.3 Hazardous waste shall be monitored and minimized. Disposal has to be undertaken in a safe way.

6.4 We recommend that our suppliers minimize production waste and spill.

6.5 Water usage shall be monitored and we recommend to reduce the total volume of usage by looking at recycling of water or innovative alternative processes.

6.6 Effluent treatment plants (ETPs) shall be properly operated, used and maintained as well as be appropriate for the types of effluents generated from the operations.

6.7 Energy usage shall be monitored and we recommend using renewable energy whenever possible.

7 | Wool, feathers and down, leather and other products from animals¹

Animals shall never be subjected to harsh or cruel treatment. Taking the lives of animals must at all times be conducted using the quickest, least painful and non-traumatic method available. Products from animals that are not intended for human consumption are generally not used.

7.1 Fenix Outdoor does not accept:

- real fur in clothing, accessories or in any other Fenix Outdoor products.
- plucking or harvesting of feathers or down from live birds or feathers or down from force-fed birds.
- the practice of sheep mulesing
- the maltreatment of sheep during sheering or raising as a result of taskwork or alike
- products from animals which have been slaughtered without stunning
- products from animals which are not primarily intended for human consumption.

7.2 Animals shall be treated in accordance with the European Convention for the protection of animals kept for farming purposes. This means, for example, that the animals shall receive: - proper and sufficient food and water,

7.3 Animals that are transported shall be treated in accordance with the latest version of the European Convention for the protection of animals during international transport and the Council regulation on the protection of animals during transport. This means, for example that:

- transportation must be carefully planned in order to minimize transportation times,
- only healthy animals may be transported, no sick or pregnant animals,
- during transportation, water, feed and rest shall be offered to animals at suitable intervals in appropriate quality and quantity with regard to their species and size
- transportation of live animals should be replaced by the transportation of germ cells or carcasses wherever possible.

¹ Article 7 may be adjusted or (partially) deleted in case adjustments or (partially) deletions are objectively justified by the company's respective business sector.

8. Data Protection

Fenix Outdoor suppliers shall not disclose information that is not known to the general public for personal gain or the benefit of anyone other than the company. Such information includes technical data, financial data, operating data, customer information, memoranda or other information regarding the company's business and operational activities and future plans. Exceptions are subject to written approvals such as in industry-wide efforts and experience sharing across companies and facilities.

9 | Monitoring and Enforcement

9.1 | The Principle of Trust and Co-operation

Fenix Outdoor expects all its suppliers to respect this Code of Conduct and actively do their utmost to achieve our standards. We trust our own staff to take a high level of responsibility for their work, and we expect our suppliers to do the same as we consider them forming part of “us”. We believe in partnership and we are willing to work with our suppliers to achieve workable solutions in each individual case. We are willing to take in consideration cultural differences and other factors that may vary from country to country, but we will not compromise on our basic requirements regarding our ethical standards, including safety and human rights.

9.2 | Monitoring

Fenix Outdoor reserves the right to monitor compliance with regard to the principles and requirements set forth in this Code of Conduct. All suppliers are obliged to keep Fenix Outdoor informed at all times where each order is being produced. Fenix Outdoor has the right to make periodic and unannounced visits to all factories producing our goods, at any time. However, these inspections shall take place in accordance with the applicable laws and without compromising the business activities of the supplier.

Fenix Outdoor is a member to the Fair Labor Association (FLA). The FLA, at its own discretion, decides on random audits regarding compliance with this Code and the Fair Labor Association’s Workplace Code (www.fairlabor.org). All partners in our supply chain are obliged to grant FLA appointees access to their premises.

We also reserve the right to allow an independent third party of our choice to conduct audits for ensuring compliance with our Code of Conduct. During audits Fenix Outdoor requires access to all documents and areas and to all employees for confidential interviews. Fenix Outdoor ensures that personal data is handled in accordance with applicable legal guidelines on the protection of personal information and anti-trust regulations.

9.1 | Non-Compliance

Should we find that a supplier does not comply with the Fenix Outdoor Code of Conduct, we reserve the right to terminate our business relationship with this supplier, if corrective measures are not taken within a suitable and agreed time limit.

Significant breaches of the Fenix Outdoor Code of Conduct will not be accepted and may lead to the immediate termination of the relationship with Fenix Outdoor’s respective entity.