

AOB Supplier Code of Conduct

At American Outdoor Brands (AOB), we are committed to honoring our supplier contracts and paying for orders already produced or in production, as we place great value on the relationships we have with our supplier partners, including the workers. We recognize the important role we play in responsible sourcing and caring about the people behind our products. At a minimum, we require our suppliers to comply with all applicable laws, codes and regulations, including health codes, employment and discrimination laws, environmental regulations, safety codes and building ordinances for each location in which they do business. Suppliers shall inform their workers of these laws, codes and regulations, ensuring any illiterate workers are informed verbally. We maintain a large supply chain with a broad network of suppliers to give us flexibility in the event that any of our individual suppliers do not meet our standards.

1. Transparency

AOB expects suppliers to provide transparency into their operations, policies, processes, and relevant records to AOB or its designated third party. Suppliers are required to disclose conditions that may be in conflict with any provision contained in this Code of Conduct or any applicable regulations or laws in facilities that produce, store, or handle AOB products or provide services to AOB. Suppliers must also allow unannounced inspections of their records and facilities by AOB or an AOB approved third party to verify compliance to this Code of Conduct, including confidential employee interviews.

Suppliers must disclose the identity, physical location and ownership of all factories that will produce goods for AOB, including the use of sub-contractors. Any proposed change from one factory to another or the use of sub-contractors must be approved by AOB before production begins.

2. Trade Regulations

AOB expects its suppliers to comply with international and domestic laws and regulations regarding trade. Supplier acknowledges that it is knowledgeable about such laws, regulations, and related AOB requirements contained herein or in signed contracts, and agrees to comply with the same.

3. Protection of Assets and Reputation

Intellectual Property. Our success and ability to compete depend in part on our ability to protect our intellectual property. AOB expects suppliers to be vigilant in protecting our intellectual property. Suppliers cannot use any intellectual property owned by AOB for any reason without first obtaining written permission from AOB. Intellectual property is to be used only in accordance with the direction provided by AOB and under no condition should it be divulged or shared to third parties.

Conflict Minerals. Responsible sourcing of materials is important to us. As such, AOB is committed to complying with the requirements set forth in the final rule regarding the use of “Conflict Minerals” under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and related rules and regulations issued by the U.S. Securities and Exchange Commission. Suppliers must cooperate with AOB in its efforts to meet these requirements.

Accurate Records. AOB expects its suppliers to maintain accurate books and records and have adequate internal controls to provide AOB with assurance that business conducted by the Supplier is lawful.

Anti-Corruption. Suppliers must adhere to any relevant anti-bribery or anti-corruption laws and regulations (including the United States Foreign Corrupt Practices Act (FCPA)). Suppliers, subcontractors, and/or third parties doing business on behalf of AOB may not offer or pay a bribe or kickback or provide anything of value to a government official to obtain or retain business.

Conflicts of Interest. AOB expects its suppliers to avoid any situation, relationship, or arrangement that conflicts with AOB’s interests. If there is a potential conflict, suppliers must report the potential conflict to AOB.

Confidentiality. Suppliers must protect AOB’s confidential, private, and proprietary information. Information must be kept and transferred securely in accordance with any relevant privacy laws. Additionally, any communications with, or on behalf of AOB must be appropriate for the intended audience and not contain any vulgar or offensive language.

4. Worker Health and Safety

Suppliers must provide all their workers with a safe and healthy work environment and comply with all applicable laws and regulations regarding working conditions including, but not limited to:

- Access to potable drinking water, emergency medical care and first aid kits
- Appropriate personal protective equipment, available at no cost to all applicable employees
- Instruction in and enforcement of proper use of protective equipment
- Appropriate safety training for the use of machinery and other equipment, and the handling of chemicals
- Proper labeling of machinery, hazardous materials and other potentially dangerous items
- Worker housing, where provided, meets the same standards for health and safety as the workplace
- Adequate lighting, ventilation, heating and clean toilet facilities in all work areas
- Doors and other exits are well marked, unobstructed and unlocked from the inside during all working hours for orderly evacuation in case of fire or other emergencies
- All main exit doors allow workers to clear the building
- Evacuation drills are conducted at least annually
- Maintain written standards for a safe and healthy work environment and the prevention of accidents and injuries to workers

5. Worker Treatment and Rights

Human Rights. We expect our suppliers to respect human rights for all workers—specifically for at risk groups such as women, young workers, and contract workers. Suppliers must not use or permit corporal punishment or any other form of physical or psychological coercion including verbal abuse and sexual harassment. Suppliers shall implement reasonable procedures for disciplining and/or terminating workers including maintaining appropriate documentation. Suppliers shall not use monetary fines as a punitive disciplinary practice.

Anti-Discrimination. All terms and conditions of employment should be based on an individual’s ability to do the job, not on the basis of personal characteristics or beliefs. Suppliers shall comply with all applicable anti-discrimination laws. AOB expects suppliers to foster and maintain conditions in which workers can freely communicate grievances and expect prompt and reasonable action.

Underage Workers. With rare exceptions, suppliers must not employ any persons under the age of 15. Exceptions to this apply only to family or small-scale businesses which do not regularly employ hired workers. Suppliers must observe all legal requirements for the work of minors (age 15 to 17), including, but not limited to, those pertaining to age, hours of work, wages, minimum education and working conditions. We encourage suppliers to support education and work-study programs, and to encourage all workers to participate.

Forced Labor. AOB does not tolerate the use of any forced or involuntary labor, either directly or indirectly, by our suppliers, contractors or subcontractors. This includes the use of slave labor, bonded labor, indentured labor or involuntary convict labor. Workers cannot be required to surrender their identity papers or other original personal documents or pay deposits as a condition of employment. Workers must be free to leave the workplace at the end of their shift and to resign without repercussion. All overtime should be voluntary and should not be in excess of legal limits.

Migrant Workers. Workers hired through contract agencies, including migrant workers shall be employed by the supplier in strict accordance with relevant international legal agreements between the sending and receiving countries.

Fair Wages. All workers, including trainees, must be paid at least the cash equivalent of the minimum legal wage.

Workers must be paid directly on a regular basis per a published schedule. Legally mandated benefits must be provided to all employees without onerous, unjust, or disproportionate deductions from their compensation. Workers must not work more hours in one week than allowable under applicable laws. Workers must be properly compensated for overtime work in accordance with applicable laws.

6. Environmental Protection

Generally. The sustainability of operations, products, supply chains, and projects are central to sustained value creation. AOB is committed to obeying environmental laws and regulations and acting responsibly to conserve and preserve resources. AOB will work to promote minimizing waste, preventing pollution, recycling, conserving energy and natural resources, using and disposing of hazardous materials in a safe manner, using raw materials effectively, and developing environmentally safe procedures. AOB suppliers must fully comply with all local environmental laws and regulations and shall strive to minimize waste.

Environmental Permits and Reporting. Suppliers must obtain and keep current all required environmental permits (e.g. discharge monitoring) and registrations. Suppliers also must follow all operational and reporting requirements.

Pollution Prevention and Resource Reduction. Suppliers should strive to reduce waste of all types, including water and energy, through practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

Hazardous Substances. Suppliers must identify and ensure the safe handling, movement, storage, recycling, reuse or disposal of chemical and other materials—as well as any restricted substance listed in any signed Supplier Agreement—posing a hazard if released to the environment. Records of hazardous materials disposition shall be maintained in accordance with all applicable laws.

Wastewater and Solid Waste. Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required by law prior to discharge or disposal. All waste materials and production by-products must be disposed of legally and in an environmentally responsible manner.

Product Content Restrictions. Participants are to adhere to all applicable laws and regulations regarding prohibition or restriction of specific substances including labeling laws (for both source and end market countries) and regulations for recycling and disposal.

Shipment. All Products and their packaging will be shipped in conformance with all applicable laws and regulations including, where applicable, regulations regarding chemicals and hazardous materials, dangerous goods, or fumigation and aeration. All packaging materials, including pallets, will be free of pests and comply with applicable national and international regulations regarding Solid Wood Packing Materials (SWPM) where applicable.

7. Compliance and Corrective Action

If it is determined that a supplier is operating in a manner that contradicts this Code, the supplier will work with AOB or its designated third party to develop and implement a corrective action plan, including a mutually agreed schedule for resolution of the issues.

Failure to meet a corrective action plan commitment will be considered a material breach of our agreement and may result in cancellation of current orders and/or termination of our contractual relationship. Gross violations or illegal activities will be cause for outright and immediate termination of our contractual and business relationship.

AOB reserves the right to amend or modify this Code of Conduct at its discretion. AOB may terminate its relationship with any Supplier found to be in violation of this Code of Conduct.