

# Carhartt, Inc.

## Workplace Code of Conduct

July 10, 2008

As a premium brand, Carhartt is committed to conducting business in a fair and ethical manner. Consistent with this commitment we have established this code of conduct as a minimum set of standards for both our internal operations as well as our business partners. This code is based on internationally accepted labor standards, including the International Labor Organization (ILO)'s core conventions and the Universal Declaration of Human Rights. While this code establishes minimum standards, we aspire to partner with companies that share our corporate values and are committed to continuous process improvements as it relates to social and environmental practices.

**Compliance with Laws and Workplace Regulations** - Carhartt vendors and their authorized subcontractors will comply with laws and regulations in all locations where they conduct business including those relating to labor, worker health and safety, and the environment.

**Prohibition of Forced Labor** - Carhartt vendors and their authorized subcontractors will not use involuntary, prison, or forced labor -- indentured, bonded or otherwise.

**Prohibition of Child Labor** - Carhartt vendors and their authorized subcontractors will not hire any employees under the age of 14, or under the age interfering with compulsory schooling, or under the minimum age established by law, whichever is greater.

**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, abuse or corporal punishment.

**Compensation and Benefits** - Carhartt vendors and their authorized subcontractors will pay at least the minimum total compensation required by local law, including all mandated wages, allowances and benefits.

**Hours of Work** - Carhartt vendors and their authorized subcontractors will conform to hours worked each day, and days worked each week that do not exceed the legal limitations of the countries in which product is produced. Manufacturers will provide at least one day off in every seven-day period, except as required to meet urgent business needs.

**Prohibition of Discrimination** - Carhartt vendors and their authorized subcontractors will employ, pay, promote, and terminate workers on the basis of their ability to do the job, rather than on the basis of personal characteristics or beliefs.

**Health and Safety** - Carhartt vendors and their subcontractors will provide a safe and healthy work environment. Where residential housing is provided for workers, apparel manufacturers will provide safe and healthy housing.

**Freedom of Association & Collective Bargaining** - Carhartt vendors and their authorized subcontractors shall recognize and respect the right of employees to freedom of association and collective bargaining as allowed by law.

**Environmental** - Carhartt vendors and their authorized subcontractors will comply with environmental rules, regulations and standards applicable to their operations, and will observe environmentally conscious practices in all locations where they operate.

**Customs Compliance** - Carhartt vendors and their authorized subcontractors will comply with applicable customs law and, in particular, will establish and maintain programs to comply with customs laws regarding illegal transshipment of apparel products.

**Security** - Carhartt vendors and their authorized subcontractors will maintain facility security procedures to guard against the introduction of non-manifested cargo into outbound shipments (e.g. drugs, explosives, biohazards, and/or other contraband).

**Ethics** - Purchases from Manufacturer are based solely on Manufacturer's merits in the way of prices, excellent quality, prompt delivery and efficient services. Therefore, no payments, gifts, rewards or gratuities of any kind shall be made directly or indirectly to Carhartt employees or Carhartt's buying agent's staff members in consideration of the business being placed with Manufacturer.

**Subcontracting** - Carhartt vendors must receive prior written approval from Carhartt for the use of subcontracted services including laundry, screen print, embroidery or other embellishments. Carhartt also specifically prohibits the practice of "Home-Work" as a means of producing its product. Subcontractors will be required to meet the same Carhartt Code of Conduct as our primary Carhartt vendors. Approval is specific to individual subcontractor locations.

**This form is to be signed by all business partners having relations with Carhartt, Inc. whether direct or indirect. In other words, each facility that partakes in any manufacturing function of Carhartt styles, including sub-contractors, must read, understand and sign the Carhartt Workplace Code of Conduct prior to being awarded production. By signing this Code of Conduct all business partners are contractually agreeing to comply with all terms of the above Code of Conduct. The Code of Conduct must be renewed annually, on a calendar year basis.**

**A copy of Carhartt's Workplace Code of Conduct should be posted in strategic locations of the manufacturing facility (i.e. lobby, near time clocks, bulletin board, etc...) so that each member of the organization can have access to the policy. The policy should be translated into the language of the country where the manufacturer is located so that employees can read and understand Carhartt's policy.**

**One copy of the signed policy will be retained in Carhartt's files.**

**The consequences of non-compliance by Manufacturer and their suppliers of goods and services with these standards may include, but are not limited to, cancellation of existing orders, loss of all future business with Carhartt and a reporting of the matter to the appropriate international or local enforcement agencies.**

**It is our intent that any required certification program currently in existence at the time of this agreement should continue for the duration of our business and should not be allowed to elapse without notification to Carhartt within thirty days prior to expiration date.**

**Carhartt reserves the right to visit at any time, the production facilities where our product is produced.**

\_\_\_\_\_ **MANUFACTURER**

\_\_\_\_\_ **NAME**

\_\_\_\_\_ **DATE**