

Black Diamond Inc. Vendor Code of Conduct:

Each Vendor who supplies Black Diamond, Inc. product (whether contract or subcontract) is required to adhere to the standards and regulations outlined in our Code of Conduct. In accordance with the International Labour Organization Conventions, the United Nations' Universal Declaration of Human Rights and the UN's Conventions on Children's Rights and the Elimination of all forms of Discrimination against Women, this Code outlines standards to ensure that working conditions in our entire supply chain are safe, that workers are treated with respect and dignity, and that manufacturing processes are environmentally responsible. Black Diamond, Inc. expects all of its business partners ("Participants") to enforce the Code, and is committed to providing assistance and training to work together towards true Corporate Responsibility.

1. Compliance with Laws and Workplace Regulations

Participants will comply with laws and regulations in all locations where they conduct business.

2. Prohibition of Forced Labor

There shall be no use of forced labor, including prison labor, indentured labor, bonded labor, human trafficking, slavery or other forms of forced labor.

3. Prohibition of Child Labor

Participants will not hire any employee under the age of 16 (or 15 where the governing law allows such employment) or under the minimum age established by law, whichever is greater. In the case of hazardous work, the minimum age is 18. If in accordance with national labor laws, participants may employ young workers between the ages of 16-18. If young workers are required to education by law, they may work only outside of school hours. Young workers school, work and transportation time shall under no circumstances exceed 10 hours in total per day. Young workers shall not work more than 8 hours per day and may not work during night hours.

4. 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.

5. Compensation and Benefits

Participants recognize that wages are essential to meeting employees' basic needs. Wages paid for regular working hours, overtime hours and overtime differentials shall meet or exceed legal minimums and/or industry standards. In situations in which the legal minimum wage and/or industry standards does not cover living expenses and

provide some additional disposable income, Participants are further encouraged to provide adequate compensation to meet their needs. Wages must be paid regularly, on time, and must reflect the hours worked. Employees shall be granted and correctly compensated for legally mandated benefits and paid leave.

6. Hours of Work

Participants shall not require workers to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular work week shall not exceed 48 hours. Participants shall allow workers at least one day of rest in every seven-day period. All overtime work shall be consensual. Except in extraordinary business circumstances, the sum of regular and overtime hours in a week shall not exceed 60 hours.

7. Prohibition of Discrimination

Employees will be hired, paid, promoted and terminated on the basis of their ability to do the job, rather than on the basis of personal characteristics or beliefs. No person shall be subject to discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, marital status, pregnancy, nationality, political opinion, social or ethnic origin.

8. Health and Safety

Participants will provide a safe and healthy work environment that complies with all local laws and regulations, including: building codes, adequate medical facilities, fire exits, safety equipment, well-lighted and comfortable work stations, clean restrooms and canteens, personal protective equipment, safe storing of chemicals, and a well-known emergency evacuation plan with clear and accessible aisles and exits. Participants must also provide written safety and health policies and procedures, training and adequate equipment to ensure workplace safety practices. Where residential housing is provided for workers, the housing must be separated from the workplace and have a separate entrance, which employees have free access to.

9. Freedom of Association and Collective Bargaining

Participants will recognize and respect the freedom of employees to exercise their lawful rights of free association and collective bargaining. Where the right to freedom of association is restricted under law, Participants must allow their employees to freely elect their own representatives and to raise with the representatives, any job related grievances the employees may have, without penalty, reprisal, discrimination, harassment, intimidation, or retaliation for reason of their being members of a union or participating in trade union activities. This right shall be respected by the Participant and the Participant shall inform employees that they are free to join an organization of their choosing and that their doing so will not result in any negative consequences to them, or retaliation, from the company.

10. Environment

Participants recognize that environmental responsibility is integral to producing world-class products. In manufacturing operations, adverse effects on the environment and natural resources are to be minimized while safeguarding the health and safety of the public. Participants will comply with environmental rules, regulations and standards applicable to their operations, and will observe environmentally conscious practices in all locations where they operate to include access to potable water and clean facilities.

11. Documentation & Monitoring

The Participant shall define and implement a management system to ensure compliance with this Code of Conduct, maintain all documentation needed to demonstrate compliance, as well as establish and follow an anti-bribery / anti-corruption policy in all business activities. Participants must agree to make these documents available for Black Diamond, Inc. or its designated monitor, and agree to submit to inspections with or without prior notice. It is management's responsibility to ensure correct implementation and continuous improvement of this Code and communicate the requirements to all employees.

DECLARATION: Declaration of Liability regarding Compliance with the Code of Conduct

We, the undersigned hereby confirm:

- That we have received and taken due note of the Black Diamond, Inc. Code of Conduct of April 2013.
- That we are aware of all relevant laws and regulations of the country or countries in which our company operates.
- That we will inform Black Diamond, Inc. in case of conflict between provisions of the Black Diamond, Inc. Code of Conduct and any applicable laws or regulations in our countries of operation.
- That we will display (in English and/or local language), observe and conform to the Black Diamond, Inc. Code of Conduct in its entirety based on a development-oriented approach and without amendment or abrogation.
- That we will inform all of our subcontractors of the contents and requirements of the Black Diamond, Inc. Code of Conduct, and that we will ensure that they also comply with the provisions incorporated therein.
- That we have understood the Corrective Action process and potential penalties outlined in BD, Inc.'s 'Non-Conformance Program' for failure to comply with severe violations.
- That Black Diamond, Inc. and any organizations acting on its behalf may carry out audits with or without notice at our business premises and the business premises of our subcontractors at any time.

Date Name of company.....

Signature Company Stamp/Seal

Name Address

This document must be signed by a duly authorized representative of the company and returned to Black Diamond, Inc.

Produced in collaboration with the 2013 Outdoor Industry Association's Vendor Code of Conduct.