



FRILUFTS RETAIL EUROPE AB

GLOBETROTTER NATURKOMPANIET PARTIOAITTA
FRILUFTSLAND TREKITT

BRAND SUPPLIER CODE OF CONDUCT

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Preamble

To our valued business partners concerning commercial goods:

Frilufts Retail Europe AB is a leading group of distributive retailers and part of Fenix Outdoor International AG. Frilufts Retail buys and sells products from selected brands and suppliers within the outdoor industry.

We have a distinct vision of what it means to be a leading and responsible company and how to adhere to the highest level of corporate responsibility. We are convinced that through cooperation we can contribute to positive changes in all areas of the value chain and to actively reduce possible adverse effects on societies and the environment. We therefore e.g. strongly encourage and facilitate the implementation of a decent supply chain management system and sharing of information. We are in a constant dialogue with our business partners about legal requirements, societal expectations as well as the development and marketing of more environmentally sound products. This includes topics related to working conditions, animal protection, environmental issues, chemical management and all other issues of compliance and ethical character.

Compliance and ethics are the foundation of our constitution and mission statement, the so called “Fenix Way”. We take particular responsibility for the protection of nature, the societies in which we operate, the human wellbeing of our employees, customers and stakeholders as well as the economic development of our company.

Both Frilufts Retail and its business partners carry a high degree of responsibility for nature and our environment, and therefore have to ensure that all living beings that are a part of the common value chain are treated lawfully and in a morally and ethically correct manner. Consequently, adherence to legal requirements and standards is indispensable and an integral part of any business relationship and for all products we buy and sell. For this reason, we have developed an internal Code of Conduct for all of our employees and this Brand Supplier Code of Conduct for all of our business partners.

This Brand Supplier Code of Conduct includes statutory requirements and our own ethical standards. It is based on current international conventions and standards, including:

- The United Nations Global Compact
- The United Nations Universal Declaration of Human Rights
- The International Labour Organisation’s Declaration on Fundamental Principles and Rights to Work
- The Rio Declaration on Environment and Development
- The United Nations Convention against Corruption
- The United Nations Convention on the Rights of the Child

For us, a commitment to the fundamental principles and values set forth in this Brand Supplier Code of Conduct is essential for doing responsible business and we expect all business partners to undertake all necessary steps to comply with the provisions of this Code. This includes the requirement to ensure that their supply chain is also adhering to this Code and that all rules are



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followed, so no product sold in our channels is subject to systematic violations of this Code. Any violation may lead to sanctions or even legal actions.

The Brand Supplier Code of Conduct applies to all national and international business relations related to commercial goods of Frilufts Retail. Frilufts Retail is currently comprised of Friluftsland, Globetrotter Ausrüstung GmbH, Naturkompaniet, Partioaitta and Trekitt. However, the Code also applies to all potential new entities under the roof of Frilufts Retail Europe AB and their business partners. Commercial goods mean all products bought and/or sold through a sales channel of Frilufts Retail. Compliance with this CoC is mandatory. However, only those requirements are compulsory which apply to the products delivered to Frilufts Retail.

We have high aspirations, so we do not only expect compliance with the minimum requirements stated in this Code but to even go beyond the provisions of this document. We hope that we will therefore inspire others to join us in our common quest.

So, grab your backpacks and make sure to join us on our sustainability journey!



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1. Compliance with Laws and This Code of Conduct

Our business partners follow all applicable laws and regulations in the country where they operate. They shall safeguard that the production methods and products comply with this Code and all relevant laws, regulations, standards, requirements, directives, instructions and other rules issued by relevant authorities, supervisory bodies and organizations. To ensure this, controls need to be conducted continuously during production of a product and prior to any delivery. Should any of our requirements be in violation of the national law in any country or territory, the law in that country takes precedence over the Code. The general rule is that the strictest requirement proceeds.

2. Requirements for Our Business Partners

2.1 Social Responsibility

No Child Labor

We do not accept child labor. We expect our business partners and their supply chain members to only employ workers according to applicable laws and regulations but at least with the minimum age of 15 years or at least having completed compulsory education – whichever is higher. The minimum employment age is laid down in several conventions of the International Labour Organization (ILO), which regulates internationally recognized valid lower limits. If a higher minimum employment age is valid in the country in which a supplier maintains its business premises, then the supplier must adhere to it.

Special Protection for Young Workers

We expect our business partners that employ young workers to ensure that they receive special care and provisions at the workplace. Young workers shall be protected against conditions of work, which are prejudicial to their health, safety, morals and development. We further expect our business partners to ensure that their working hours do not interfere with participation in educational training programs recognized by competent bodies.

No Forced Labor

We do not tolerate forced or compulsory labor, including any form of bonded labor, serfdom, slavery or slave-like practices, trafficking in human beings or any other involuntary labor and services that are not in conformity with internationally recognized labor and social standards. All work must be voluntary and without threat of punishment. Employees must be able to terminate their work or employment at any time.

Health and Safety

Our business partners are responsible for a safe and healthy working environment. Necessary precautions shall be taken against accidents and damage to health that may arise in connection with the occupation by establishing and applying appropriate occupational health and safety systems. Excessive physical or mental fatigue shall be prevented by appropriate measures. In addition, we expect that employees are regularly informed and trained about applicable health



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and safety standards and measures. We further expect that employees are provided with access to drinking water in sufficient quantity and access to clean sanitary facilities. If accommodations are provided for employees, these requirements also apply.

Freedom of Association and the Right to Collective Bargaining

Our business partners shall respect the employees' right to freedom of association and collective bargaining. We therefore expect our business partners to neither favor nor discriminate against members of employee organizations or trade unions. Furthermore, our business partners shall provide an enabling environment to ensure that employees can exercise their rights in a lawful and peaceful manner.

No Discrimination

We do not accept discrimination with regards to national and ethnic origin, social origin, skin color, religion, age, sexual orientation, gender, health status, disability or other classes protected by law. We expect our business partners to promote equal opportunities for and treatment of its employees irrespective of the above-mentioned factors.

Compensation / Wages

Our business partners shall pay their employees lawfully, regularly and on time. We also expect our business partners to guarantee that their employees receive at least the national statutory minimum wage, the prevailing industry wage or the wage that is negotiated in a collective agreement, whichever is the highest. We further expect that business partners strive to pay a fair and comfortable wage in order to allow a decent life for their workers. We do not accept deductions as a disciplinary measure. It is a tax measure and is only to be made when provided for by the national law.

Working Hours

We expect that our brand suppliers will not exceed the local limits and regulations on working hours and that the fundamental levels as stated in ILO conventions are respected and followed. Overtime is only permissible if it is performed on a voluntary basis and does not exceed 12 hours per week. Employees must be granted at least one day off after six consecutive working days. The weekly working time may not regularly exceed 48 hours.

Respectful Treatment

All employees shall be treated with respect and dignity. Under no circumstances do we accept the use of offensive or degrading treatment or corporal punishment by our business partners and their subsequent business partners. No employee shall be subject to physical, sexual, psychological or verbal harassment or abuse. Employees shall be free to lodge complaints with their superiors. We expect that our business partners shall respect the personal integrity, dignity, right to a private life and other personal rights of every individual, and to prohibit all forms of violence and assault in the workplace, including threatening behavior from the employee.



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Labor Contracts

We expect our business partners to ensure that all employees are aware of their legal rights and obligations. All employees shall be entitled to a written employment contract.

Preservation of Natural Livelihoods

Our business partners shall not, in violation of legitimate rights, deprive land, forests or waters, of which the use secures the livelihood of persons. We expect our business partners to refrain from harmful soil changes, water and air pollution, noise emissions, and excessive water consumption if this harms the health of persons, significantly impairs the natural basis for the production of food or prevents the access of persons to safe drinking water or sanitary facilities.

Rights of Local Communities and Indigenous People

Our business partners shall respect applicable local, national, international, and traditional land, water, and resource rights, particularly those of indigenous communities. If legally permitted land use changes are made or water or resources of local communities are consumed or impacted, our business partners shall obtain the free, prior and informed consent of the affected communities and document this process. We do not accept unlawful evictions.

Complaints Procedure

Our business partners are responsible to ensure that an internal complaints procedure is in place for individuals and communities who may be affected by adverse impacts. We expect that the complaints procedure meets the effectiveness criteria for non-judicial grievance mechanisms by the UN Guiding Principles on Business and Human Rights. Our business partners may also instead participate in an external complaints procedure that meets the criteria.

Cotton from Uzbekistan

No cotton from Uzbekistan is to be used in any product delivered to Frilufts Retail.

Materials and Products from Xinjiang China

Cotton and any other material harvested, produced or processed and other products and services from this region shall not be used for Frilufts Retail.

2.2 Environmental Responsibility

Protection of the Environment

We expect our business partners to comply with applicable legal requirements and recognized standards for the protection of the environment. We also expect our business partners to make every effort to continuously reduce negative impacts of their activities on the environment. In general, this means: responsible handling of hazardous substances and other chemicals, decreasing or preventing waste, reducing emissions from operations (e.g. waste water, air emissions, noise, greenhouse gases), minimizing the use of natural resources (incl. water and energy) and avoiding adverse impacts on biological diversity. To achieve these goals, we expect



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our business partners to manage material environmental matters in an appropriate and effective manner.

Climate Protection

We expect our business partners to actively support efforts of the industry and societies to halt climate change. Business partners shall implement avoidance and reduction strategies to contribute to achieving the targets agreed within the framework of the Paris Agreement of December 12, 2015, notably the 1.5-degree scenario.

Chemical Management

Chemicals or other materials that pose a hazard when released into the environment shall be identified and handled in a manner that ensures safety during their handling, transport, storage, use, recycling or reuse, and disposal. We expect that all products offered to us comply with the most recent REACH regulations and the California Proposition 65 Act is considered. Additionally, all suppliers shall have a Restricted Substances List (RSL) describing the most recent scientific test method for individual chemicals that may or may not pose a threat to human health or the environment. The Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides shall be complied with.

Handling Waste and Hazardous Materials

Our business partners shall follow a systematic approach to identify, handle, reduce, and responsibly dispose or recycle solid waste. We expect that prohibitions on export of hazardous wastes in the Basel Convention of March 22, 1989, as amended, are observed. We further expect Mercury to be used in accordance with the prohibitions of the Minimata Convention of October 10, 2013, and persistent organic pollutants in accordance with the Stockholm Convention of May 23, 2001, as amended.

Animal & Species Protection

Our business partners shall not use materials that originate from vulnerable or endangered species. We expect that the Convention on International Trade in Endangered Species of Wild Fauna and Flora is complied with.

We further do not tolerate any form of animal mistreatment. We support animal welfare and that all animals are treated with respect and have the right to a life in dignity. We expect our business partners to follow national and international legislation regarding animal welfare.

The requirements below are based on the Animal Welfare Policy, drafted by Svensk Handel and will be updated as required.

Animal Hair & Wool

Only hair from living and domesticated animals is allowed, including but not limited to sheep, goat, alpaca, lama, camel, cow, buffalo, yak, horse and pig. Hair and wool must not originate from animals that have been handled, harvested or sheared in a way that harmed the animals. Wool must not originate from sheep that have been subject to mulesing or from farms which practice mulesing.



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Down and feathers

Down and feathers must originate from slaughtered birds bred for meat production. Down and feathers must not originate from farms practicing live plucking or force feeding.

Leather/skin

Leather and skin must originate from animals bred for meat production. Leather or skin must not originate from aborted animals, including but not limited to astrakhan, broadtail, krimmer, karakul, Persian lamb, slink or swakara.

Cage breeding

Animal hair or fur must not originate from animals reared in cages for their hair, skin, leather or fur, including but not limited to rabbit, mink, raccoon, marten, fox, squirrel, sable, chinchilla or ferret.

Fur

We require that our suppliers make it known to us if any product contains any type of real animal fur. We have a general policy that we do not accept the use of fur from animals that are bred, kept or killed for the purpose of fur production.

Wild-caught animals

Materials (for example skin, hair or bone) must not originate from wild animals that have been trapped using primitive trapping methods or devices. This extends (but is not limited) to materials from alligator, beaver, bears, chinchilla, crocodile, fox, lizard, marten, mink, otter, racoon, sable, snake, primates, sharks and squirrel.

Rabbit hair/Angora

Rabbit hair (Angora) is not allowed.

Reptiles

Materials (for example skin, bone, teeth or claws) must not originate from reptiles, including but not limited to alligator, crocodile, lizard and snake.

Fish

Materials from sharks are not allowed.

Indian leather

Leather must not originate from Indian cow, calf or ox.

Animal Testing

Cosmetic and hygiene products must not be tested on animals, either during production or as finished products. Other materials or ingredients that have been tested after 2012 on animals are not allowed, such as glue and self-adhesives or any non-medical product.



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2.3 Product Safety, Packaging and Liability

Product Safety

The business partner must comply with all applicable legal regulations and requirements concerning product safety, especially the legal requirements pertaining to safety, labelling and product packaging, as well as with respect to the use of dangerous substances and materials. The business partner is required to provide Frilufts Retail without any extra requests with the material safety data sheets and all safety-related information prior to the first delivery of the product to the extent required by applicable laws, regulations and standards. The business partner shall thereafter provide a safety data sheet each time there is a change in the material composition or substance recipe of such products.

Packaging

All packing material shall be chosen with consideration to sustainability. The most environmentally friendly option should always be chosen. Any unnecessary packaging shall be avoided but the protection function for the products shall at all times be upheld. The packaging chosen shall always be adequate in size and form, avoiding gaps and air shipment as much as possible.

For safety reasons, metal clips and metal strappings are not permitted as packaging aid. Adhesive tape or plastic string may be used as substitutes. Furthermore, for padding and filling materials, only recyclable or recycled materials shall be used (e.g., paper or corrugated cardboard). The use of virgin plastic and paper shall be avoided. The use of Styrofoam, especially Styrofoam pellets/chips and PVC (polyvinyl chloride) is not permitted and must not be used. Polypropylene (PP), polyethylene (PE) or polyethylene terephthalate (PET) are permissible, but their use must be kept to a minimum. Best efforts shall be used to generally reduce the use of plastic materials, e.g., plastic pins etc. No virgin plastic will be used to fill out cavities but only recyclable materials such as recycled paper or organic materials. The use of Styrofoam chips as filling is not allowed.

According to packing regulations, the business partner is obligated to make sure that all packaging, which will be delivered to private end-users, is licensed through a recycling partner (e.g., dual system) and thereby ensure proper return and recycling. The business partner shall provide evidence of licensing.

The business partner shall furthermore ensure that the shipment unit is effectively used and that any resources are used to their highest potential.

Liability

Should a product or a product's packaging cause damage to persons or to property, the business partner shall, in addition to the business partners' other liability pursuant hereto or by way of law and without any limitation in time, indemnify and hold Frilufts Retail and the companies harmless for any third-party claims related to such damage.

The business partner shall maintain a proper product liability insurance covering its liability pursuant to the agreement and shall, upon Frilufts Retail's request, provide evidence thereof.



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2.4 Ethical Business Practices

No Bribery and Corruption

Business partners act towards us and towards other parties e.g., subcontractors or governmental agencies in a straightforward and truthful manner and in accordance with international anti-bribery standards, the United Nations Global Compact, and local anticorruption and bribery laws. This includes any transaction that might appear to be arranged for granting concessions or benefits. We demand that our business partners refuse all acceptance or participation in any form of bribery or corruption, including making payments or providing other forms of benefits to governmental agency employees or other governmental employees with the aim of influencing decisions that violate the law.

Adherence to Antitrust Laws and Trading Regulations

Frilufts Retail is committed to fair dealing and open competition with our customers, business partners, competitors and employees. We expect compliance with all applicable national and international antitrust laws and trading regulations. Unfair advantage may not be taken through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practices.

Export Control

Frilufts Retail' business partners make sure that they comply with all applicable legal provisions for importing and exporting goods.

Truthful Marketing

Advertising and marketing practices should be designed to convey honest, substantiated information; marketing or sales practices that are illicit or dishonest must be excluded.

Gifts, Hospitality and Entertainment

The Frilufts Retail Code of Conduct for Employees restricts Frilufts Retail' employees from accepting gifts or favors from business partners and from using their status with Frilufts Retail in order to obtain personal gain from those wishing to do business with Frilufts Retail. There are limited exceptions to these restrictions for non-monetary gifts of nominal value. We ask that our business partners do not place our employees in the difficult position of having to refuse gifts or favors that would conflict with the Frilufts Retail Code of Conduct, or the business partners' own Code. Also, business partners must not offer or provide entertainment, hospitality or favors to Frilufts Retail' employees to unduly influence them. However, hospitality may be offered or provided which is moderate, infrequent and is customary and proper in the circumstances, provided that no obligation could be, or be perceived to be, expected in connection with the hospitality.

Avoiding Conflicts of Interest

Frilufts Retail' business partners take decisions based solely on objective criteria and do not allow themselves to be guided by personal interests or relationships.



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No Unacceptable Business Partners

It is not acceptable for our business partners to conduct business with companies or organizations whose business practices are built on the exploitation of employees, animals, society or the environment. The same applies to persons or organizations that are subject to the UN or EU sanctions list.

Data Protection

Our business partner shall not disclose information that is not known to the general public for personal gain or for the benefit for anyone other than Friluft's Retail. 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. All rules and provisions of the EU General Data Protection Regulation (GDPR) apply.

3. Implementation and Monitoring

3.1 Implementation of the Requirements

We expect all our business partners to respect this Brand Supplier Code of Conduct and to actively do their utmost to comply with our standards. Our business partners shall identify risks within their supply chains and take appropriate measures to prevent them. We further expect our business partners to ensure that their supply chain is also informed about the content of this Code and adheres to the standards listed here. For this purpose the business partner may instead use its own Code of Conduct, however always provided it is line with our Code.

3.2 Monitoring

We reserve the right to monitor compliance with the principles and requirements stated in this Code. We expect our business partners to safeguard that periodic inspections and controls of their own business operations and supply chain partners takes place. Such inspections, announced or unannounced, shall always be carried out in accordance with applicable laws and regulations.

A Greener Choice - Product Evaluation

A Greener Choice – product evaluation is our tool to assess the sustainability performance of the products we buy and sell. This is done on the basis of the most relevant sustainability criteria for outdoor products. Products with outstanding sustainability performance are labeled A Greener Choice and marketed as such in our magazines, POS and online. With A Greener Choice we guide our customers to integrate sustainability in their purchasing decision.

Standard operational procedure: Upon request we provide an introduction and trainings on our standard A Greener Choice – product evaluation. We ask our business partner and/or a responsible brand representative to pre-evaluate their products according to our standard. In case clarification is needed, we will get back to the responsible data provider.



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The responsibility of the designated person is to provide us with information, which is honest and true, and which gives a complete picture of the products sustainability performance. The pre-evaluation for all products of a season shall be handed in no later than 2 months after the request. All subsequent communication shall be treated in timely manner. Changes in a product's value chain or a change of materials used after a product is evaluated require a new assessment and it is the responsibility of the partner to inform Friluft's Retail and/or the respective Friluft's Retail entity within a reasonable time frame.

As retailer we are the face towards the end-customers representing a variety of outdoor brands in our assortment. We are in a unique position. We therefore expect our brand partners to follow our sustainability goals and recommendations. Only together we can embark on the path towards more sustainability.

Environmental and Social Due Diligence

The Brand Sustainability Evaluation is a Friluft's Retail instrument to identify and prevent risks related to its value chain, this includes direct and indirect business partners. The evaluation structures in three sections: Commitment & Governance, Social Responsibility and Environmental Management. We require all brand partners to complete the assessment at least every two years. All information shall be provided no later than three months after our request.

In addition, we recommend to all brands to use the Higg Brand & Retail Module or an equivalent industry initiative and to make the results (this includes the overall scoring as well the more detailed scorecard) available to us.

3.3 Reporting of Violations

In the event of suspected cases or violations of this Brand Supplier Code of Conduct, we expect our business partners to inform us promptly about the identified violations and risks as well as the measures taken. The business partner shall provide written information on violations upon request and cooperate in clarification measures. The notification shall be made with due regard for the legitimate interests of the business partner and with due regard for the rights of employees, in particular data protection and the protection of business secrets. This also applies to violations in the supply chain of the business partner. Furthermore, in such events, we require disclosure of the supply chain.

All employees, business partners and third parties are asked to report any violation of this Code and/or applicable law to us. This is in conformity with the DIRECTIVE (EU) 2019/1937 on the protection of persons who report breaches of Union law. If you want to lodge a violation, please contact compliance@friluft.com. Instead, in order to anonymously report relevant incidences please go to fenixoutdoor.ethicspoint.com or fenixoutdoor-mobile.ethicspoint.com or scan the following QR Code:



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3.4 Consequences

The consequences of deviations from the Code of Conduct depend on the significance of the breach. Minor breaches usually lead to the opportunity of improvement within a suitable and binding period. If measures of improvement are not implemented within the improvement period, the business relationship will be seriously damaged and could lead to a termination of business relations by us. If it is not possible to remedy the situation in the foreseeable future, our business partner shall notify us without delay and draw up a concept with a timetable for ending or minimizing the violation. Significant or deliberate breaches of the Code of Conduct will not be accepted and may lead to the immediate termination of the business relationship.

3.5 Amendments

We reserve the right to amend or modify the Code of Conduct from time to time.



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4. Acknowledgement and Consent

Brand Supplier Code of Conduct (V 4.0)

The business partner

Company name of business partner

.....

Company address

.....

.....

herewith declares to accept the Brand Supplier Code of Conduct (version 4.0) for its brands and products delivered to us. The business partner approves the Code as the basis of the business relationship, adheres and guarantees compliance with the terms and conditions of this Code. This includes third parties, which work on behalf of the business partner to fulfill his obligation towards Friluft Retail or any of its affiliated companies and/or subsidiaries.

Place.....

Date.....

Signature by an authorized representative of the business partner (please also provide the full name in capital letters):

.....

.....

[Company Stamp]

If you have any questions or require further information, please contact:
codeofconduct@friluft.com