

BISSELL Supplier Code of Conduct

January 8, 2020

BISSELL International Trading Company, B.V. and its BISSELL affiliate companies are committed to being “*The Best There Is*” when it comes to delivering products of high value that inspire our customers and consumers. This includes our commitment to the legal, ethical, and humanitarian principals of our founders, Melville and Anna Bissell, who understood that a company and its products are only as good as the people who make them. In order to fulfill these expectations, we are asking that you share our commitment to the following Code of Conduct.

Legal Requirements

BISSELL Suppliers must operate within all legal requirements in each country where products or parts are made for BISSELL. Suppliers must ensure that all products and components will be manufactured, labeled, packaged, shipped, and delivered in compliance with the applicable state and federal laws, regulations, standards, and executive orders where BISSELL products are made and sold.

Moreover, each Supplier is responsible for ensuring the compliance of its own suppliers. BISSELL recognizes that there are different legal environments in which our Suppliers operate, and we expect each Supplier to follow the laws of its own country, but BISSELL is committed to promoting a minimum standard of humanitarian and environmental awareness that, as written below, may exceed local laws. At the very least, BISSELL requires its Suppliers to promote continuous improvement throughout their own and their suppliers’ facilities.

Insurance Requirements

BISSELL SUPPLIERS must maintain certain levels of insurance coverage per the master agreements. Each year, a copy of the certificate of insurance should be scanned and emailed to: Scott.Boles@bissell.com.

Employment Conditions

- Suppliers must compensate their employees by paying all legal wages and benefits, and employees must not be charged for hiring costs or required uniforms or safety equipment.
- Suppliers must maintain legal work hours for their employees, not to exceed 60 hours per week for each employee except for compensated overtime in extraordinary circumstances.
- Suppliers must not use child labor. BISSELL will not use Suppliers that use labor from persons under the age of **sixteen (16) years**, even if local law allows younger workers (legitimate workplace apprenticeships excepted beginning at the age of fourteen (14)).
- Forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficking of persons shall not to be used or facilitated. This includes transporting, harboring, recruiting, transferring or receiving vulnerable persons by means of threat, force, coercion, abduction or fraud for the purpose of exploitation. All work must be voluntary and workers shall be free to leave work at any time or terminate their employment. Workers must not be required to surrender any government-issued identification, passports, or work permits as a condition of employment. Excessive fees are unacceptable and all fees charged to workers must be disclosed. This applies to all contracting, subcontracting, or other manufacturing or supply-chain relationships associated with BISSELL or its affiliates.
- Employment should be based solely on a person’s ability and performance, and not prejudice, personal characteristics, or illicit favoritism. This includes hiring, salary, benefits, advancement, discipline or termination.
- Suppliers must treat their employees with respect and dignity. There is to be no harsh and inhumane treatment including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers. Employees must be free to associate with others of their choosing. Workers shall be able to openly communicate and share grievances with management regarding working conditions and management practices without fear of reprisal, retaliation, intimidation or harassment.

Workplace Conditions

- BISSELL requires that its Suppliers provide a safe and healthy working environment in accordance with applicable local law with a primary goal of preventing accidents and injuries arising in the course of work.
- Worker exposure to potential safety hazards (e.g., electrical and other energy sources, fire, vehicles, and fall hazards) are to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tagout), and ongoing safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Workers shall not be disciplined for raising safety concerns in good faith.
- Potential emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including: emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.
- Procedures and systems are to be in place to prevent, manage, track and report occupational injury and illness, and Suppliers shall ensure that necessary medical treatment is available and that incidents are fully investigated and corrective actions are implemented to eliminate their causes.
- Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled.
- Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks and/or barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.
- Employees must be provided with adequate rest time, access to drinking water and nutrition, and sanitation, including ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities.
- Worker dormitories provided by the Supplier or a labor agent are to be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate heat and ventilation, and reasonable personal space along with reasonable entry and exit privileges.
- Even where local health and safety laws are not present or enforced, BISSELL expects its Suppliers to observe a high standard of health and safety.

Sustainability

- We seek Suppliers who share our commitment to environmental excellence.
- All required environmental permits (e.g. discharge monitoring), approvals and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.
- Suppliers should reduce excess packaging and use recycled and non-toxic materials whenever possible.
- Suppliers should conserve energy and water and eliminate waste in their manufacturing processes, have a strategy in place and provide progress reports as requested.
- Chemicals and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.
- Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.
- Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.
- Suppliers are to adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances, including labeling for recycling and disposal.
- Suppliers must abide by the environmental laws of the country in which they operate.

Business Conduct Requirements

- *Business Integrity.* The highest standards of integrity are required in all business interactions. Suppliers shall prohibit all forms of corruption, extortion, bribery, embezzlement and/or the provision of any other form of advantage (as defined directly below) from or to any of its employees and any employee or family member of an employee of BISSELL. Monitoring and enforcement procedures shall be implemented to ensure complete and ongoing conformance.

- *Anti-Terrorism.* Suppliers shall not, (i) violate any laws related to money laundering or financing terrorism, including the USA Patriot Act of 2001 (“**Anti-Terrorism Law**”), nor shall it (ii) engage in any transaction, investment, undertaking or activity that conceals the identity, source or destination of the proceeds from any category of prohibited offenses designated by the Organization for Economic Co-operation and Development’s Financial Action Task Force on Money Laundering. Supplier is not a person, nor is it owned or controlled by persons that are (iii) the subject or target of any sanctions administered or enforced by the US Department of the Treasury’s Office of Foreign Assets Control (OFAC), US Department of State or other relevant sanctions authority (“**Sanctions**”), or (iv) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions, including Cuba, Iran, North Korea, Sudan and Syria. Supplier shall not (v) conduct any business or engage in making or receiving any contribution of goods, services or money to or for the benefit of any person/organization, or in any country or territory, that is the target of any Sanctions, (vi) engage in any transaction related to, any property or interests in property blocked pursuant to any Anti-Terrorism Law or (vii) engage in or conspire to engage in any transaction that evades or avoids, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.
- *No Improper Advantage.* Suppliers, their employees, their family members and/or any third parties connected to any of them, are strictly prohibited from offering or accepting, directly or indirectly (for instance, for the benefit of family members), any advantage whatsoever. “Advantage” is defined herein as meaning any gift, gratuity, courtesy, kickback, free service, loan, investment opportunity, job opportunity, educational opportunity, or any other thing of value or potential value. BISSELL views all advantages as constituting a bribe, and/or as having been made to seek an undue and/or improper advantage in business dealings with BISSELL. The intent, purpose, or potential result of any advantage, or whether it actually influences a business decision, is irrelevant. BISSELL views any advantage as having the clear potential for creating undue influence, the appearance of impropriety and/or an unwarranted sense of obligation. For that reason, any advantage offered or accepted WILL BE considered a bribe and is strictly prohibited, without exception.
- *Business Entertainment.* **Nominal** gifts (that is, not exceeding US\$50.00 in value per recipient) in line with a common business or cultural custom, or shared entertainment in the regular course of business, such as a business meal, incidental transportation, or some similar courtesy, is not considered a bribe so long as it is reasonable, customary, transparent, and not provided for the purpose of inappropriately influencing a business decision.
- *Zero Tolerance.* Suppliers and any third party acting (or apparently acting) on their behalf must **never** engage in offering **any** type of gift, gratuity, courtesy or entertainment to any third party, including (a) an employee or agent of a BISSELL customer; (b) a business affiliate that itself has a zero-tolerance policy for gift or gratuities (such as, for example, Walmart); or in any case, to (c) any auditor; or (d) any government official. A BISSELL Supplier is expected to understand the business entertainment policies of the applicable BISSELL customer or business affiliate before offering or providing any gifts, gratuities, courtesies or business entertainment and must not do so without first obtaining written permission from an authorized BISSELL associate.
- *Privacy.* Suppliers are to commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. Suppliers are to appropriately hold, share, manage, disclose, protect and otherwise comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.
- *Intellectual Property.* Intellectual property rights are to be respected; transfer of technology and knowhow is to be done in a manner that protects intellectual property rights. Except as may be specifically excepted in a separate written agreement signed by authorized agents of both a Supplier and BISSELL, all IP provided, disclosed or licensed to Suppliers, including trademarks, patents, copyrights, and business secrets or information (whether registered or unregistered) are owned by BISSELL and Suppliers shall utilize such IP solely for the limited purpose of supplying products and/or services to BISSELL. In no event shall a Supplier seek registration of or make any claim of ownership to any such IP, either directly or indirectly. Suppliers will not produce and/or distribute unauthorized and/or counterfeit BISSELL products or any products that could be deemed to infringe any IP right of BISSELL.

C-TPAT

BISSELL's supply chain is certified under the U.S. program for Customs – Trade Partnership Against Terrorism (C-TPAT), and Suppliers shall remain C-TPAT compliant. Process and procedures must be in place so that each load is documented to verify compliance. BISSELL may conduct regular audits of its Suppliers, and Suppliers must take pictures of empty containers and of containers as they are filled to show the product loaded and pattern used and to ensure compliance with BISSELL and C-TPAT standards. Each container must have a tamper-proof seal and receiving procedures must verify all seal numbers and ensure that no container has been compromised.

Conflict Mineral Rules

Suppliers shall have a policy to reasonably assure that the **tantalum, tin, tungsten** and **gold** in the products they manufacture, or used in their manufacturing processes, does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses (for example, human rights abuses linked to the Democratic Republic of the Congo or an adjoining country). Supplier shall exercise due diligence on the source and chain of custody of these minerals and make its due diligence measures available to BISSELL or other customers upon request.

Regulatory compliance – RoHS, REACH, and Prop 65

BISSELL sells products into the European Union and into other global markets. These products must be compliant with EEE, the RoHS2 Directive, the REACH Regulation, and all other requirements of the European Union needed for CE-marking. Also, California Proposition 65 identifies material content and marking requirements for products sold in the State of California, USA. All BISSELL suppliers are responsible for understanding these regulations and for generating and maintaining the documentation and control measures required to fulfill and demonstrate full compliance.

Contingent Business Interruption Planning

BISSELL expects its suppliers to be prepared with current, documented business interruption plans to protect the flow and supply of BISSELL products, components and materials. These plans should anticipate measures in response to natural disasters (fire, flooding, earth quakes, etc.), cyber-attacks on information systems, and other potential events that could disrupt BISSELL's supply chain. Each supplier must be prepared to protect its supply chain and to work with its suppliers to ensure minimal disruption and must share its business interruption plans and demonstrate its preparedness to BISSELL's reasonable satisfaction, at BISSELL's request.

Requirement to Report Violations

Supplier and/or its workers or subcontractors must notify BISSELL within twenty-four (24) hours if they suspect, observe or learn of any conduct within their own company or any part of its supply chain which is potentially in violation of this Supplier Code of Conduct or that could otherwise be viewed in any way as unethical, dishonest, destructive or illegal. Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reported potential violations of this Code of Conduct or any applicable law or regulation.

Supplier and/or its workers or subcontractors are also absolutely required to notify BISSELL within twenty-four (24) hours of their suspecting, observing or learning of any conduct by any BISSELL employee relating to said employee's request for, offer of, or offer to accept any advantage (as that term is defined in the section entitled "No Improper Advantage," above).

Please report any such matters promptly to Emma Piketty, Vice President, Global Sourcing and Quality (at Emma.Piketty@bissell.com) or Scott Boles, Director – Global Quality and Sustainability, at Scott.Boles@bissell.com.

On-site Reviews

To ensure proper compliance with these standards, BISSELL will undertake affirmative measures such as unannounced on-site assessments of a Suppliers' production facilities, at which time Suppliers are expected to cooperate fully. All documentation necessary to verify compliance with all applicable laws and standards must be maintained on site at each facility and must be made available to BISSELL or its inspection agency at our request.

BISSELL will pay for initial facility audits; however, if an audit results demonstrate that a Supplier is not meeting the agreed upon standards, all costs associated with correcting and substantiating an appropriate resolution, shall be borne by that Supplier.

Corrective Action

If it is determined that a particular factory utilized by a Supplier for the manufacture of merchandise for BISSELL is in violation of these standards, BISSELL will take appropriate corrective measures up to, and including, the immediate termination of purchase orders and/or purchase agreements.

BISSELL retains the sole and exclusive right to interpret and enforce these standards. Suppliers agree to update their acknowledgement and agreement annually, including as these standards may be updated or clarified at BISSELL's discretion. Compliance with these standards will not confer any contract or other right or expectancy on a Supplier. In addition to signing below, any acceptance of business after receiving this notice shall also serve as your confirmation of acceptance of this Code of Conduct. If you have any questions concerning this Supplier Code of Conduct, please contact Scott Boles at Scott.Boles@bissell.com.