



August 2017

To Our Supply Chain Partners:

Johnson Outdoors Inc. Family of Companies Statement of Basic Standards

Johnson Outdoors Inc. and its subsidiaries (JOI) value each of our supply chain partners as an independent supplier and expect that you and your subcontractors, as socially responsible world citizens, will maintain appropriate standards relating to fundamental human rights, product quality, and ethics. This document (incorporated by reference in each of our purchase orders) sets forth the basic standards applicable to JOI's independent suppliers. We expect that you will meet or exceed these standards, and take steps to ensure that any subcontractor you use also meets or exceeds these standards.

JOI is relying on your full compliance in establishing and maintaining its relationship with you. However, JOI may from time to time send its representatives to ensure that the basic standards set forth in this letter are being met.

This Statement of Basic Standards is subject to change at the discretion of JOI based on new, emerging, and changing legislation impacting the supply chain and our obligation to comply with applicable domestic and international laws and regulations. **Your acceptance of a JOI Purchase Order and shipment of such order, shall be deemed a confirmation that you have read, accepted, and agreed to this Statement of Basic Standards. Subsequent changes will be posted at <http://investor.johnsonoutdoors.com/governance.cfm> and your acceptance of our Purchase Orders confirms your acceptance of JOI's Statement of Basic Standards as in effect from time to time. As a JOI supplier, you agree to refer to the then current Statement of Basic Standards in effect at the time of receiving and accepting our Purchase Order, and adhere to any changes to the content of these standards with or without the notification by JOI of any such changes.**

The basic standards set forth in this letter supplement, and do not replace, JOI's standard terms and conditions of purchase. All orders are subject to JOI's standard terms and conditions of purchase as supplemented by these basic standards.

Basic Standards:

1. Compliance with Applicable Law

You must comply with all applicable national, state, provincial and local laws and regulations in connection with your supply of products to JOI, including all laws, regulations and orders which govern or affect ordering, shipping, importing, manufacturing, labeling, packaging, selling, delivering or redelivering JOI products. Furthermore, you must, at your expense, obtain all licenses and government approvals and pay any sales taxes, duties, and fees necessary for you to perform your supply obligations to JOI.

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2. Use of Labor

- a. California Transparency in Supply Chains Act of 2010 – JOI’s California Transparency in Supply Chains Disclosure Statement is located at <http://www.johnsonoutdoors.com/Main.aspx?id=707>
- b. In our efforts to eradicate slavery and human trafficking from our direct supply chain for tangible goods offered for sale, as a JOI supplier, you certify that any parts, materials, products or assemblies you supply to JOI comply with applicable laws regarding slavery and human trafficking of the country or countries in which you are doing business. This will serve as verification of your product supply chain standards to evaluate and address risks of human trafficking and slavery.
- c. No Child Labor. You may not use child labor to supply JOI products. JOI expects you to comply with all applicable laws regarding child labor in the countries in which you do business. If a country in which you do business has no child labor laws, or if the law of the country allows individuals below 14 years of age to work, you covenant and agree not to use any individual in that country younger than 14 years of age to supply JOI products.
- d. No Forced Labor. You must engage employees on a voluntary basis. You may not manufacture JOI products with forced or prison labor.
- e. Work Hours, Pay, Time Off. You must maintain reasonable work hours and compensate your employees fairly in compliance with local standards and applicable national, state, provincial and local laws of the country or countries in which you do business. You may not permit your employees to work more hours per week than is allowed under applicable law. You must compensate your employees as appropriate for their overtime work. You may not, on a regularly scheduled basis, require employees to work in excess of a sixty-hour week. You must permit your employees to take a reasonable number of days off (which JOI defines as at least one day off for every seven-day period) and you must offer reasonable leave periods.
- f. Work Conditions. The work environment you create for your employees must comply with all applicable health and safety laws, rules, orders, and regulations. You must take reasonable steps to help eliminate unsafe conditions on your premises, which steps would include properly maintaining your equipment, properly displaying equipment and other warnings, complying with all equipment manufacturer recommended safety precautions, supplying your employees with appropriate safety gear, and properly training your employees on the use of the equipment. There should also be sufficient access to exits for all of your employees, and proper safety equipment, in the event of a fire or other accident.

3. Quality

We expect that you will continuously seek to improve your manufacturing process and adopt quality assurance systems in order to consistently meet or exceed JOI product specifications. Without limitation, all products you provide to JOI must be free from defects in material and workmanship. You must provide JOI with all inspection documents upon JOI’s request.

4. Access for JOI Employees and Agents

To help ensure that quality standards are met, JOI requires that you give JOI’s employees and agents access to your facilities for the purpose of performing quality audits of JOI’s products and

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supplier systems. You also agree to give JOI's employees and agents access to your facilities, employees, and business documents, and secure for JOI's employees and agents access to your subcontractors' facilities, employees and business documents, for the purpose of performing audits to help ensure compliance with the basic standards outlined in this letter. JOI's employees and agents may inspect facilities, review documents, and interview employees at any time during normal business hours and as often as JOI deems necessary or appropriate.

5. Questionable Payments

- a. Payments to Governmental Officials. Your employees, directors, officers and agents should never directly or indirectly offer, promise, authorize to pay, or pay any compensation or give anything of value to any official, agent or employee of any government, governmental agency, or to any political party or any officer, employee or agent of a political party in connection with any transaction involving JOI.
- b. Gifts. Pursuant to JOI policy, your employees, directors, officers or agents should never offer, promise, authorize to provide, or provide any JOI employee with gifts, personal loans, entertainment or other special considerations of a substantial value.
- c. You will permit, upon request of JOI, audits by JOI and its auditors, of your compliance with the above restrictions and the United States Foreign Corrupt Practices Act, and agree that JOI and its auditors shall have full and unrestricted access to all records which in the opinion of JOI or its auditors are necessary or appropriate to an audit of such compliance.

6. Trademarks

All trademarks used in the production of JOI products are the sole and exclusive property of JOI. You may not produce or sell products with JOI trademarks to anyone other than JOI or its licensees. You may not produce or sell any product with a trademark easily confused with a JOI trademark nor may you register any trademark of JOI without JOI's prior written approval. Furthermore, you must use your best efforts to help protect JOI's trademarks and advise JOI of any infringement of its trademarks by other parties. You may only use a JOI trademark in strict compliance with JOI's written permission, and you must identify the trademark by incorporating the appropriate trademark symbol with your use of the trademark and retain documents showing the use of the trademark.

7. Use of JOI Information

- a. Technical Information. In addition to the requirements of any specific Supplier Agreement or Non-Disclosure Agreements that you may have in place with JOI, you may not use any JOI designs, drawings, engineering/manufacturing specifications, equipment, techniques, know-how or other technical information, whether or not in written or printed form, applicable to manufacturing, producing or selling JOI products for any purpose other than to manufacture, produce or sell products to JOI or its licensees.
- b. Confidential Information. JOI technical information, products, new product development plans, pricing, specifications, and developmental schedules are confidential and you must use your best efforts to keep them secret. When other customers visit your facility, JOI's new products should not be visible and under no circumstances should you disclose, directly or indirectly, JOI's technical information, products, new product development plans, pricing, specifications, or developmental schedules to any third parties without JOI's prior written consent.

8. Environmental Policy and Global Supply Chain Transparency

You will comply with all applicable environmental laws, rules, orders and regulations, including those related to waste handling and disposal. We expect that you will conduct your business activities in a manner that takes into consideration the impact these activities have on the environment, and that you will regularly review these activities to determine if there is more you can do to help preserve the natural surroundings, conserve energy, recycle resources, and avoid creating unnecessary pollution.

In addition to the general provisions provided above, there are several areas of environmental regulation and global supply chain disclosure that must specifically be addressed:

Restriction of Hazardous Substances (EU RoHS):

Unless specifically indicated otherwise on each individual Purchase Order (at the line item or comment level), Seller expressly warrants goods purchased hereunder will conform and comply with EU Directive 2011/65/EU (EU RoHS2), European Commission Delegated Directive (EU) 2015/863 (amending Annex II to Directive 2011/65/EU adding four new substances to RoHS2), including notification and exemption number of any RoHS exemptions, and Regulation (EC) No 1907/2006 (EU REACH).

Registration, Evaluation, Authorisation of Chemicals (EU REACH):

Supplier is responsible for compliance with 2011/65/EU (EU RoHS2) and (EC) No 1907/2006 (EU REACH) specification for parts as well as for any subcontracted operations and procured Parts, Materials, Products or Assemblies used in the manufacture of deliverables for JOI applications. Upon request by JOI, supplier will verify via analytical testing, compliance to this specification. Supplier may use analytical techniques to confirm results.

2010 United States legislation, Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 1502 (“Dodd-Frank”):

As part of JOI’s policy to include Democratic Republic of Congo (DRC) conflict-free sourcing, JOI encourages conflict-free status and prefers conflict-free suppliers wherever possible.

In-scope Conflict Minerals suppliers agree to complete and return the EICC-GeSI (Electronics Industry Citizenship Coalition Global E-Sustainability Initiative) Conflict Minerals Reporting Template (CMRT) as soon as possible for each calendar year, and no later than November 1st, of each calendar year. Suppliers agree to notify JOI if there is a change in commodity class or material composition that may include Conflict Minerals.

All suppliers agree to pursue conflict-free sourcing by sourcing from smelters and refiners validated as compliant to a Conflict Free Sourcing protocol using the Conflict Free Sourcing Compliant Smelter List as published by the EICC or other accredited independent validation scheme or institutional mechanism. Suppliers agree to furnish smelter and refiner names as available.

As part of JOI’s company policy for the chain of custody and traceability in the supply chain of

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minerals originating from conflict-affected and high-risk areas, you agree to incorporate supply chain policy standards against which due diligence is to be conducted, consistent with the standards set forth in the model supply chain policy in Annex II of the Organisation for Economic Co-operation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas, Model Supply Chain Policy for a Responsible Global Supply Chain of Minerals from Conflict-Affected and High-Risk Areas. Additionally, you agree to assist JOI in measurable risk mitigation efforts as outlined in Annex II.

JOI encourages suppliers to support validation schemes and institutional mechanisms, including the EICC, by becoming a member or making a financial contribution, or by being a member of a supporting industry association.

Any questions related to these standards should be directed to the Materials Manager for the JOI business group impacted.

Waste Electrical and Electronic Equipment (WEEE):

Supplier is responsible for compliance with Directive 2012/19/EU (EU WEEE recast) and subsequent amendments wherever applicable to procured Parts, Materials, Products or Assemblies used in the manufacture of deliverables for JOI applications. Upon request by JOI, supplier will verify compliance.

Batteries and Accumulators and Waste Batteries and Accumulators (Batteries):

Supplier is responsible for compliance with Directive 2006/66/EC on batteries and accumulators and waste batteries and accumulators and subsequent amendments (EU Batteries) wherever applicable to procured Parts, Materials, Products or Assemblies used in the manufacture of deliverables for JOI applications. Upon request by JOI, supplier will verify compliance.

Packaging and Packaging Waste (Packaging):

Supplier is responsible for compliance with Directive 94/62/EC on packaging and packaging waste and subsequent amendments (EU Packaging) and domestic packaging legislation including but not limited to California's Rigid Plastic Packaging Container (RPPC) law wherever applicable to procured Parts, Materials, Products or Assemblies used in the manufacture of deliverables for JOI applications. Upon request by JOI, supplier will verify compliance.