
Bray International Inc. Statement: Child and Forced Labor

Bray International Inc. Principles on Child and Forced Labor

Child and forced labor are pervasive problems throughout the world. Unfortunately, there are no effective international agreements defining the practice or which create enforcement mechanisms against them. As a global employer and purchaser of services and goods, Bray International, Inc. has an important role to play in these issues. To this end, Bray International, Inc. has adopted the following Guiding Principles to reinforce its core values of treating all people with dignity and respect:

Guiding Principles

- Bray International, Inc. will not tolerate the use of child or forced labor in any of our global operations or facilities.
- We will not tolerate the exploitation of children, their engagement in unacceptably hazardous work, or the physical punishment, abuse, or involuntary servitude of any worker.
- The Bray International Supplier Code of Conduct
(available at: <https://www.bray.com/partnership/supplier-code-of-conduct>).

Bray International, Inc. believes the strength of our reputation is based not only on our own conduct, but also on the behavior of those with whom we do business. For that reason, our suppliers are required to acknowledge our Supplier Code of Conduct which clearly states Bray International, Inc. will work only with those suppliers, contractors, and business partners who share our values and commitment to ethical business practices and comply with all applicable laws. Our Supplier Code of Conduct reflects our commitment to universal human rights, including specific prohibitions against the use of forced and compulsory labor, or anyone held in slavery or servitude, whether adults or children, as well as a commitment to our employees' lawful freedom of association. Should a pattern of violation of these principles become known to Bray International, Inc., and not be corrected by the offending supplier, we shall discontinue the business relationship immediately.

- Bray International, Inc. supports temporary workplace internship and apprenticeship education programs for younger persons, as well as customary seasonal employment if such persons are closely supervised; their morals, safety, health, and compulsory education will not be compromised in any way.
- It is the responsibility of all local Bray management personnel to implement and ensure compliance with these principles at Bray International Inc. facilities in each region around the world. The Bray International Inc. Procurement Group has responsibility for the implementation and full supplier/contractor compliance with these Guiding Principles on a global basis. The following guidelines are provided to assist in carrying out these responsibilities:

Bray International, Inc. Guidelines on Child Labor

- **What is a “child”?**

For purposes of these Guiding Principles, Bray International, Inc. defines a “child” as anyone who is less than **14 years of age**.

- **What is a “younger person”?**

For purposes of these Guiding Principles, Bray International, Inc. defines a “younger person” as anyone of 14 through 17 years of age.

- **What if a particular country, state, or region defines “child” as younger than age 14?**

Notwithstanding any national law or local regulation that permits a worker to be less than 14 years of age, for purposes of these Principles, Bray International Inc., defines such a person as a “child”.

- **What if a particular country, state, or region defines “child” as older than 14?**

At sites and in locations where a national or local law or regulation provides for a minimum employment age greater than 14 years or imposes additional restrictions in activities such as hazardous work, such laws and regulations must be observed.

- **What does Bray International, Inc., global operations and facilities include?**

It includes Bray International Inc. and all its worldwide subsidiaries, divisions, branches, joint ventures, and other associated entities.

- **What if the employment concerns hazardous work?**

In the case of hazardous work, no person under the age of 18 may be employed in hazardous roles.

- **What is “hazardous work”?**

In determining work unsuitably dangerous for persons under the age of 18, consideration should be given to:

1. Work underground, under water, at dangerous heights, or in confined spaces;
2. Work with dangerous machinery, equipment and tools, or which involves the manual handling or transport of heavy loads.
3. Work in an environment which may, for example, expose them to hazardous substances, agents or processes, or to temperatures, noise levels, or vibrations.

- **Clarification on temporary employment for younger persons.**

In accordance with our Guiding Principles, younger persons may be employed under certain conditions. This employment should be documented and reviewed annually by local management and Global HR under the following guidelines:

1. The employment is a temporary internship, apprenticeship, or is a seasonal common and customary practice in the industry.
2. The employment does not interfere with compulsory schooling.
3. The younger person is working with the explicit permission of his or her parent(s) or legal guardian(s).
4. The employment does not violate any pertinent labor law or regulation.
5. The employment will be directly supervised.
6. The younger person's safety, health, and morals will be a primary concern.

The Bray International, Inc. Director of Supply Chain or other specifically named and qualified delegate may apply this Guideline for the temporary employment of younger persons by the suppliers and contractors of Bray International, Inc., and by the suppliers and contractors of Bray International's worldwide subsidiaries and joint ventures under the same conditions and requirements.

- **What is "customary seasonal employment"?**

Customary seasonal employment is work traditionally performed by younger persons that is legal, does not conflict with schooling, and is of short duration. Examples of customary seasonal employment include mowing lawns, shoveling snow, detasseling corn, etc.

- **Is it necessary to document temporary employment of younger persons?**

Yes. Local management for the supplier or contractor is responsible for maintaining appropriate records to document that any such employment is consistent with our Principles and Guidelines. These records should be retained for at least one year after the cessation of employment. After this they are subject to the policies of the pertinent local records retention programs and local legal requirements.

- **Who is responsible for verifying a worker's age?**

It is the responsibility of local management of each Bray facility, supplier, contractor, or business partner to verify the age of an applicant for any type of employment.

- **What is the best way to verify a worker's age?**

Commonly accepted proofs of age include, but are not limited to, the following:

- a government-issued birth certificate with raised seal;
- a record of birth maintained in connection with religious practices which shows the date of the birth event;
- or an official passport showing the age of the child when such record has been in existence for at least one year.

Bray International Guidelines on Forced Labor

- **What is “Forced Labor”?**

Forced labor is any and all work or services which are exacted from any person under the menace of any penalty for its non-performance and for which the worker does not offer himself or herself voluntarily. Providing wages or other compensation to a worker does not necessarily indicate the labor is not forced or compulsory.

- **What is Bray International, Inc.’s internal commitment on the issue of Forced Labor?**

Bray International, Inc., together with its worldwide subsidiaries, divisions, branches, affiliates, joint ventures or other associated entities, will not use Forced Labor in any of its operations anywhere in the world. This commitment also extends to the use of any supplier, factory or sub-vendors who makes or assembles Bray International, Inc. products.

- **What is Bray International, Inc.’s external commitment on the issue of Forced Labor?**

Bray International, Inc. will not purchase, rent, lease, borrow or otherwise use any products, goods, services, or raw materials anywhere in the world made or provided by a supplier who knowingly uses forced or involuntary forced labor as clearly demarcated in the Bray International Supplier Code of Conduct.

- **Forced labor takes many insidious forms. Examples of forced labor include but are not limited to:**

- Otherwise legal child or younger person labor where the child or younger person has no choice whether to work or not.
- The work or service of prisoners if they are hired out or placed at the disposal of private individuals, companies, or associations involuntarily and without supervision of public authorities.
- Involuntary labor for development purposes required by the authorities, including assistance in construction, agriculture, and other public works.
- Work required in order to punish opinion or expression of views ideologically opposed to the established political, social, or economic system.
- Bonding workers through debt.

Forced labor does not include:

- Compulsory military service for persons over the age of 14 of a purely military character.
- Normal civic obligations such as jury duty.
- The work or service of prisoners resulting from a conviction in a court of law which is carried out under the supervision and control of a public authority.

- Work performed in emergency situations such as fire, flood, famine, earthquake, epidemic, or other circumstance that would endanger the well-being of the community as a whole.
- Minor community services performed in the direct interest of the community.
- Mandatory (sometimes called “forced” or “compulsory”) overtime that is understood to be part of the job description and complies with pertinent local laws and regulations.

Guidelines for Vendors, Contractors and Suppliers

- **What are we asking of our suppliers?**

Bray International, Inc., together with its worldwide subsidiaries, divisions, branches, joint ventures, and other associated entities requires all global vendors, contractors, and suppliers of Bray products and services (including all integral products and raw material, wherever it originates) to apply Bray International, Inc.’s Human Trafficking, Child Labor and Forced Labor Principles defined in this statement and referenced in the Bray International, Inc. Supplier Code of Conduct.

- **How will this be carried out?**

All current and future goods or services supply contracts and purchase orders will be modified to contain the following clause:

Child Labor and Forced Labor Prohibition “[Supplier/Contractor] hereby certifies it is fully aware of Bray’s prohibition regarding the employment of children under fourteen (14) years of age pursuant to the Bray International, Inc. Child Labor Principles and the prohibition and use of involuntary labor, human trafficked or slave labor pursuant to the Bray International, Inc. Forced Labor Principles (hereinafter referred to collectively as “Bray International Principles”).

[Supplier/Contractor] certifies it does not currently employ, and will not in the future employ, directly or indirectly, or through any subcontractor, any child to perform work for Bray International, Inc. who is under fourteen(14) years of age (or eighteen (18) years of age in the case of hazardous work) in any of its operations or activities in a manner contravening to Bray International, Inc. Principles or in violation of relevant laws and regulations.

[Supplier/Contractor] certifies the workers it uses, and will use, to produce and supply the goods and services sold to Bray International, Inc. are in all cases present voluntarily. [Supplier/Contractor] certifies it and its suppliers of goods and services will not knowingly utilize prison, slave, human trafficked or forced labor as defined in the Bray International, Inc. Principles.

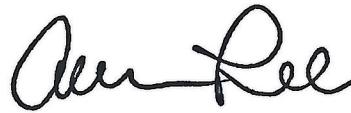
[Supplier/Contractor] understands these certifications and undertakings are essential to this contract. [Supplier/Contractor] agrees to indemnify Bray International, Inc. and hold Bray International, Inc. harmless with respect to any violation of relevant laws and regulations, or for any

civil liability arising from the contravention of the Bray International, Inc. Principles by [Supplier/Contractor] or any of its suppliers of goods or services.

[Supplier/Contractor] also agrees that, in the event Bray International, Inc. determines that a violation or contravention of relevant laws or regulations or the Bray International, Inc. Principles has occurred, Bray International, Inc. shall notify [Supplier/Contractor] and [Supplier/Contractor] shall immediately remedy the violation or contravention. If Bray International, Inc. determines [Supplier/Contractor] has not remedied the violation or contravention and complied with the law and/or the Bray International, Inc. Principles, **then Bray International, Inc. may terminate this contract immediately; and such termination shall be with and for cause.**"



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