Jarden Corporation

VENDOR CODE OF CONDUCT

Jarden Corporation and its subsidiaries and affiliates (collectively, "Jarden") are committed to conduct all aspects of business activities with the highest standards of business ethics and in accordance with all applicable laws and regulations. Jarden's ethics are founded on the values of integrity, relevance to all its constituencies, sustainability, performance excellence and accountability. Jarden understands that its Vendors (defined below) are independent entities; however, the business practices and actions of a Vendor may impact and/or reflect upon Jarden. Because of this, Jarden expects that all Vendors shall adhere to this Vendor Code of Conduct conducting business with and/or on behalf of Jarden. This Vendor Code of Conduct establishes minimum standards of conduct required for all of Jarden's Vendors.

1) General Terms

a) This Vendor Code of Conduct applies to:

i) All Vendors of Jarden. The term "Vendor" means any entity, including vendors, suppliers and manufacturers, which directly or indirectly provides or produces services or products to Jarden and includes such entity's parents, affiliates, subsidiaries, divisions, agents, employees, representatives and subcontractors and other businesses, names and trade names used by the entity in connection with the sale of products or its raw materials to, for or on behalf of Jarden.

ii) All factories used by Vendor to provide or produce products or its raw materials for or on behalf of Jarden ("Factories").

iii) All products or its raw materials manufactured and/or produced for or on behalf of Jarden, regardless of whether Jarden is the importer of record.

iv) All products shipped for or on behalf of Jarden to all Jarden destination countries, the countries in which Jarden sells or distributes its products.

v) All employees of Vendors or Factories. The term "employee" means any current, former or retired employee, laborer, worker, staff member or consultant of Vendor employed or retained, directly or indirectly, to perform services relating to, in connection with or on behalf of Jarden.

b) The purpose of this Vendor Code of Conduct is to establish the minimum requirements for the conduct of Vendors and Factories who desire to do business with Jarden. On an ongoing Vendors and Factories shall:

i) Comply with all applicable laws in any country in which it conducts business and demonstrate actions in all cases that meet or exceed those required by applicable law. The term "applicable law(s)" means with respect to any Vendor, any domestic, foreign, federal, state, local or municipal statute, law, ordinance, policy, guidance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any governmental entity applicable to such Vendor.

ii) Do not knowingly procure tin, tungsten, tantalum or gold ("3TG minerals") 3TG minerals from facilities from the Democratic Republic of the Congo (DRC and surrounding countries) ("Conflict Region") that are not certified as conflict free. Conduct necessary inquiry, and where appropriate, additional due diligence to provide Jarden with confirmation of the source of the materials used in the processes and ultimately present in our products.

iii) Ensure that all products manufactured for Jarden and its subsidiaries shall comply at all times with applicable Restricted Substances Lists provided by Jarden or its subsidiaries.

iv) Comply with all applicable priority chemical lists including but not limited to:

a. https://dtsc.ca.gov/SCP/ChemList.cfm
b. http://www.cpsc.gov/en/regulations-laws--standards/regulations-mandatory-standards-bans/
c. http://www.actio.net/default/index.cfm/actio-blog/list-of-lists-of-chemicals-of-concern-in-us-states/
d. http://echa.europa.eu/candidate-list-table
e. http://www.walmartsustainabilityhub.com/app/answers/detail/a_id/311
f. http://ec.europa.eu/enterprise/policies/european-standards/harmonised-standards/restriction-of-hazardous-substances/index_en.htm
g. http://echa.europa.eu/chem_data/candidate_list_table_en.asp
h. http://www.ec.gc.ca/ese-ees/default.asp?lang=En&n=C04CA116-1

v) Ensure that Vendor has procedures in place to track updates and changes in the applicable priority chemical lists in order to maintain compliance at all times.

vi) Abide by fair and humane employment practices.

vii) Provide safe and healthy working conditions.

viii) Protect the environment in any country in which it conducts business

c) Inspections

i) Jarden reserves the right to inspect and/or authorize a third party to inspect and audit, at any time, whether or not notice is provided in advance, all Vendors and Factories.

ii) Vendors shall also permit Jarden's customers to inspect and audit its Factories to the extent reasonably required or requested by such customer as a condition of it doing business with Jarden.

d) Documentation – Vendors and Factories shall maintain on site all documentation that

may be needed to verify compliance with the terms of this Vendor Code of Conduct and any agreement(s) between Vendor and Jarden. All such documentation must be accurate, (i.e. free from any attempt to falsify or mislead) and be made available promptly upon request to any person of Jarden conducting an audit.

e) Ethical Standards – Jarden Corporation conducts business with business partners in an open environment. We act ethically with integrity. All of our business transactions with partners are transparent and straight forward. No money, favors or things with value should be solicited by our associates or assigned service provider auditors nor offered by our business partners for any purposes. You are encouraged to report any improper behavior or suspected violations, or to direct questions or concerns to the Jarden Corporation Corporate Governance Hotline, using the following numbers, based on your location: United States: 1-800-224-1033, Outside of the USA: 1-202-536-3879 or via email at: jardencsr@jarden.com

2) Employment Standards

a) Information

i) Vendors and Factories shall inform all of its employees, at the time of hiring, the terms of such employee's employment as mandated by applicable law and the terms of Vendor's and Factory's policies and procedures.

ii) Vendors or Factories shall enter into a written agreement with its employees evidencing the terms of employment and must be signed by both parties, receive any required governmental approval, and if applicable, bear any governmental approval stamp.

iii) Vendors and Factories are not permitted to withhold deposits of its employees as a condition of employment.

iv) The identity card of each employee must be in his or her possession at all times.

b) Wages and Benefits

i) The wages paid by Vendors and Factories to its employees shall be at least the greater of (1) the minimum wage under applicable law or (2) the wage that is equivalent to the prevailing wage for the same type of work in the same or similar industry having similar ownership in the same geographic area. Paid annual leave and holidays shall be paid by Vendors and Factories to its employees as required by applicable law.

ii) Benefits provided by Vendors and Factories shall include, at a minimum, those mandated by applicable law.

iii) For each pay period, Vendors of Factories shall provide its employees an understandable wage statement which includes days worked, wage or piece rate earned per day, hours of overtime at each specified rate, bonuses, allowances and legal or contractual deductions. The wage structure, with any employer contributions and legitimate deductions, is to be itemized clearly to the employees. Wages are to be paid on schedule at least once per month or such shorter time period as required by applicable law.

iv) Vendors and Factories are not permitted to take deductions from wages from its employees as a disciplinary measure unless permissible by applicable law and with

the express permission of the employee concerned.

v) Vendors and Factories are not permitted to modify or terminate contracts with employees for the sole purpose of avoiding the provision of benefits.

c) Working Hours

i) Vendors and Factories shall comply with applicable laws and industry standards with respect to working hours and must allow to its employee at least one day off during each seven-day period.

ii) Employees may refuse overtime without any threat of penalty, punishment or dismissal; provided, however, should overtime work be necessary or mandatory, especially if the industry is seasonal in nature, employees are to be advised of that at the time of hiring by the Vendor and Factory. If applicable, legal overtime waivers are to be obtained by Vendors and Factories in accordance with and as required by applicable law.

iii) Vendors and Factories shall pay its employees overtime pay at a rate which is higher than regular wages and in accordance with applicable law.

d) Breaks – Vendors and Factories shall permit its employees to take all breaks required by applicable law and in any event reasonable breaks, lunch periods and bathroom breaks.

e) Discrimination –Vendors and Factories shall not discriminate against their employees or prospective employees in hiring practices or other term or condition of work on the basis of race, color, national origin, gender, religion, age, disability, political affiliation, sexual orientation, social or marital status, maternity, or membership in worker's organizations, such as unions, or any other similar factors.

f) Discipline – Vendors and Factories shall not engage in the use or threat of corporal punishment, the use or threat of any type of abuse or harassment, including mental, physical (including sexual) or verbal, against its employees or the use or threat of any other form of intimidation. Vendors and Factories shall treat all of its employees with respect and dignity. All disciplinary measures taken against employees shall be documented by Vendors and Factories.

g) Employment Agencies – Should Vendors or Factories use employment agencies in the recruiting and hiring of employees, Vendors and Factories shall be solely responsible to pay any fees to such agencies. Under no circumstances are these fees to be deducted later from employees' wages or otherwise passed on to employees.

3) Child Labor

a) Vendors and Factories shall comply with all applicable laws and shall employ only employees who have attained an age no less than the legal minimum working age or 15 years of age, whichever is greater, or, the age designated by national law for completion of compulsory education. For jobs that require greater maturity or pose a safety risk, these employees are to be a minimum of 18 years of age.

b) Vendors and Factories shall maintain official documentation of each employee's date of birth, provided, however, if such this documentation is not available, apply a legitimate and reliable method to assess or confirm each employee's age. The minimum working age requirement is applicable to all subcontracted work performed, in whole or in part, at home or in cottage industries.

c) Jarden supports the development of legitimate workplace apprenticeship programs for the educational benefit of younger people provided that Vendors and Factories do not abuse such systems.

4) Forced or Indentured Labor

a) Vendors and Factories shall not use any prison, indentured, bonded or forced labor. No employees shall be forced to work other than on a voluntary basis.

b) Foreign Contract Labor – In the event of a labor shortage and foreign contract workers (employees) are recruited or employed, such employees are to be employed in full compliance with the labor and employment laws of the host country. The contract terms under which such employees are employed must be in writing, in a language that the employees can read and understand, and accepted by the employees prior to their departure from their home countries. Related recruitment fees, if any, shall be paid by

the Vendor or Factory. The passports and visas of such foreign employees are to be in the personal possession of such foreign employees at all times and never to be withheld from such foreign employees by the Vendors, Factories or any third party.

5) Health and Safety

a) Vendors and Factories shall provide a safe and healthy work environment and fully comply with all health and safety measures designed to minimize health and safety risks pursuant to applicable law and any policy or procedures of the Vendor or Factory. Adequate steps shall be taken by Vendors and Factories to minimize the causes of hazards inherent in the working environment.

b) Staff – Vendors and Factories shall appoint a senior management person to be responsible for the health and safety of its employees. The health and safety manager shall hold periodic reviews to ensure full compliance with the safety measures above.

c) In addition to meeting or exceeding the general health and safety working conditions as required by applicable law, Vendors and Factories shall ensure the following:

i) Health and Safety Education

(1) Employees are to be regularly educated on the importance of health, safety and sanitation.

(2) Procedures are adopted to prevent accidents and injury of its employees. Related, instructions and signs are to be visibly posted for viewing by employees and/or manuals are to be made accessible for the safe operation and handling of equipment and hazardous or flammable materials. Such signs and manuals are to be available in a language and form that is readable and understandable by all of the employees.

(3) Employees who use hazardous or flammable materials or operate dangerous equipment must be properly trained.

ii) First Aid and Emergency Care

(1) Properly trained first-aid personnel and first-aid kits are to be available on-site and at proximity of the employees during all hours at which employees are present.

(2) In the event of serious injury, employees are to be promptly transported to and provided with proper medical treatment at the closest outside medical facility.

(3) These first aid and emergency care services are to be provided at no cost to the employees.

iii) Emergency Exits and Stairways

(1) Easily accessible exit doors and stairways, at a minimum to be located at each end of every floor of any facility; provided, however, additional doors and stairways are required for larger areas of any facility.

(2) All such exit doors and stairways are to be clearly marked, free of obstacles, unlocked and available for fire and other emergency exit during all hours at which employees are present. All aisles or pathways leading to such exit doors and stairways shall be kept clear of any obstruction that may prevent access thereto by the employees.

iv) Fire Safety and Emergency Evacuation

(1) Fire and other emergency evacuation drills are conducted at least two times each year. Trained supervisors on each floor of any facility and in each area are to be designated to monitor the safe and orderly evacuation of all employees.

(2) Sufficient fire extinguishers and/or fire hoses, visible and accessible to employees, in good working order and well-stocked general first-aid medical supplies are to be located on each floor and in each area of any facility. These equipment and supplies are to be inspected, replenished and restocked on a regular basis or as necessary. Selected individuals are to be trained in the proper use of the equipment and supplies.

v) Ventilation and Lighting

(1) Work areas are to be properly ventilated with windows and fans. During periods of hot temperatures, sufficient fans are to be provided for the well being of the employees. During periods of cold temperatures, sufficient heating without risk to safety is to be provided.

(2) In all work areas where painting, lacquering, spraying or sanding is done or where chemicals or solvents are used, adequate and proper ventilation and good air circulation are to be provided to the employees.

(3) Adequate lighting and workspace are to be provided for the well being of the employees.

v) Safety Protection Gear

(1) Employees performing tasks involving painting, lacquering, spraying or sanding must be required to wear facemasks and other types of protective clothing, all provided at no cost to the employees.

(2) In areas where the work may pose other physical dangers, as relevant or appropriate, employees are required to wear eye protection (e.g. safety goggles), ear plugs, hard hats, protective shoes and other types of protective clothing, all provided at no cost to the employees.

vi) Machinery and Equipment – Machinery and equipment used by employees is all in a good state of maintenance and repair, free from material defects and in good operating condition and suitable for the purposes for which they are used. All such machinery and equipment is equipped with operational safety devices and is inspected and serviced on a regular basis.

vii) Handling, Storage and Disposal of Hazardous Materials – Employees are provided with adequate information to handle hazardous materials. All hazardous and flammable materials are properly labeled, stored in a safe and secure manner, and disposed of in accordance with applicable laws.

viii) Sanitation – Adequate and clean toilet and hand-washing facilities are to be provided.

ix) Drinking Water – Safe, potable, drinking water is to be provided at all times. There are to be no restrictions on the reasonable access to and normal consumption of water during all hours at which employees are present.

x) Illegal Drugs – The use, possession, distribution, and/or sale of illegal drugs shall be prohibited.

xi) Freedom of Movement – During non-working hours, employees shall be free to go outside facility grounds subject to reasonable limitations imposed for the employees' safety.

6) Housing/Meals/Services

In the event that housing and meals are provided as a part of the employment agreement or arrangement between the Vendor and Factory and its employees:

a) All housing and sanitation conditions provided to employees must comply with applicable law.

b) All housing facilities must be physically separate from any factory with which the employees are related.

c) Vendors and Factories must also ensure the following, at a minimum:

i) Housing – The same minimum requirements regarding health and safety of employees as stated in Section 6 above shall apply to their living quarters.

(1) Each employee is to be provided with his or her own bed and clean bedding at no cost.

(2) Living quarters are to be segregated by gender.

(3) Sufficient toilet and washing facilities, with hot and cold running water, segregated by gender are to be provided.

(4) Residents are free to come and go during their off-hours under reasonable limitations imposed for their safety and comfort; provided, however, reasonable rules, regulations and curfews may be established as necessary for the safety and comfort of the residents; provided, such rules, regulations and curfews do not impinge on the employees' civil rights.

ii) Meals – A minimum of three meals that meet or exceed the basic nutritional standards per day are to be provided without cost or at a minimal subsidized cost to

all employees.

iii) Services – In the event that certain services are provided to the employees, such as a commissary, these are to be provided at cost or at no more than the local market price for the same or similar products.

7) Environmental Protection

a) At a minimum, Vendors and Factories are to comply with all applicable laws in relation to or in connection with environmental protection. In the absence of such laws, Vendors and Factories are to take responsible actions to adopt procedures to ensure the proper protection of the environment.

b) Vendors and Factories shall have an implemented environmental management system (EMS).

c) Vendors and Factories shall have an implemented environmental emergency plan (EEP).

d) Vendors and Factories shall meet or exceed the following:

i) All hazardous materials and chemicals must be disposed of in accordance with applicable law and must meet or exceed all wastewater treatment and recycling requirements.

ii) Certain polluting manufacturing processes are not to be performed except in accordance with applicable law and in any event not without adequate wastewater treatment equipment and facilities.

iii) Vendors and Factories shall not use any ozone-depleting chemicals or chemicals that may cause short or long term health risks to employees or the general population and/or damage to the environment.

iv) Factories are to install the appropriate equipment to detect and contain spills of hazardous or polluting materials and shall promptly notify the appropriate authorities and promptly take remedial action in the event of a spill.

8) Sub-contracting

a) Factories agree to perform all final manufacturing and assembly operations to produce products, and that they will not subcontract the complete or substantially all of the manufacturing or assembly of the products unless Factory obtains prior written approval from Jarden

b)Vendors and Factories are responsible for notifying Jarden of any plans for change of manufacturing locations.

c) The subcontracting of any work if permitted by Jarden, shall not relieve Vendors and Factories from obligations hereunder, including, but not limited to, the obligation to require the companies providing goods and services to Vendors and Factories to comply with this Vendor Code of Conduct.

9) Customs-Trade Partnership against Terrorism (C-TPAT)

a) Jarden supports the U.S. Department of Homeland Security, U.S. Customs & Border Protection in their efforts to tighten security and is a member of the Customs-Trade Partnership Against Terrorism (C-TPAT). Vendors and Factories shall meet or exceed the following:

i) Adhere to security standards based on the C-TPAT guidelines to overcome potential threats posed by terrorism and smuggling activities in order to safeguard the supply chain security.

ii) Comply with Jarden's security recommendations resulting from any third-party audit firm or properly designated security representative of Jarden.

b) Vendors and Factories must develop, implement and follow standard written security procedures, which address the following:

i) Physical Security of Facilities:

(1) All buildings should be constructed of materials that prevent intrusion.

(2) Doors, windows, gates and fences should have adequate locks.

(3) International, domestic, high-value and dangerous goods shall be separated and marked and kept in fenced areas.

(4) Adequate lighting inside and outside, including parking areas, must be provided.

(5) Parking areas for private vehicles must be separate from the shipping, loading dock and cargo areas.

(6) Communications systems that allow contact to internal security personnel and local law enforcement police must be reasonably available.

ii) Access Controls for Facilities:

(1) Access to the shipping, loading dock and cargo areas shall be limited to authorized persons.

(2) Positive identification, recording and tracking of all employees, visitors and vendors shall be required.

(3) A standard procedure to challenge access of unauthorized/unidentified persons.

iii) Procedural Security for Facilities:

(1) A security officer shall supervise the introduction and removal of cargo.

(2) The proper marking, weighing, counting and documenting of inventory and products.

(3) The affixing, replacing, recording, tracking and verifying seals on containers, trailers and railcars.

(4) The detecting and reporting of shortages and overages of inventory and products.

(5) The tracking of the timeliness and movement of incoming and outgoing inventory and products.

(6) Empty and full containers shall be stored in a manner to prevent unauthorized access.

(7) Notification of relevant customs authorities and other law enforcement agencies in cases where illegal activities are suspected or detected.

iv) Personnel Security – Implement employment screening procedures including background checks and application verification, to the extent permitted by applicable law.

v) Education and Training Awareness – A security awareness program for employees that includes, recognizing and addressing internal conspiracies, threats to maintaining product integrity and unauthorized access.

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It is the responsibility of the Vendors and Factories to ensure that it understands and complies with this Vendor Code of Conduct and to inform Jarden (or a member of its management) if and when any situation develops that causes a Vendor or Factory to operate in violation of this Vendor Code of Conduct. Vendors and Factories are expected to self-monitor their compliance with this Vendor Code of Conduct, therefore, Jarden strongly encourages Vendors and Factories to define and implement a policy for social accountability and to adopt or establish a management system to ensure that the requirements of this Vendor Code of Conduct can be met in a consistent manner.

In addition to any other rights Jarden may have under any agreement it may have entered into with a Vendor or Factory, if Jarden determines that any Vendor or Factory fails to comply with or breaches any terms of this Vendor Code of Conduct or has otherwise behaved in a manner that is inconsistent with the intent of this Vendor Code of Conduct, Jarden reserves the right, in its sole and absolute discretion, to:

(1) Terminate the business relationship with the Vendor or Factory, including the cancellation of any outstanding purchase orders, or

(2) Require corrective actions within an acceptable time period and/or work with the Vendor or Factory for an acceptable remedial program in order for the business relationship to continue or resume.

The undersigned acknowledges receipt of this Vendor Code of Conduct and agrees to abide by its terms.

ATTEST	VENDOR:
	_____
	(Company Name)
_____	_____
	(Signature)
_____	_____
	(Print Name)
_____	_____
	(Title)
_____	_____
	(Date)