

LEGAL AND SOCIAL COMPLIANCE

Overview

This chapter explains the legal and social compliance terms of engagement for Burlington Merchandising Corporation (“Burlington” or “Company”). All Burlington Business Partners (“Partner” or “Partners”) who conduct business with Burlington are required to abide by the terms set forth in this chapter. Partners are defined as vendors, manufacturers, contractors, subcontractors, jobbers, and other suppliers, sources, and agents who provide Burlington with goods or services ordered pursuant to any purchase order (PO), contract, or agreement issued directly by Burlington or ordered on behalf of Burlington by an authorized Company representative.

Burlington Merchandising Corporation Code of Conduct

Burlington is committed to the highest ethical standards and conducting its business with the highest level of integrity. Accordingly, Burlington has a Code of Conduct (“Code”) to which all associates, and Business Partners, are expected to follow.

At Burlington, we strive to work with Partners who treat their workers with dignity and respect, adhere to applicable laws and regulations, and maintain high standards of business conduct and ethics. We strongly believe that Partners, who do business with Burlington, should comply with the principles reflected in the Company’s Code, and we reserve the right to refuse to do business with those who do not uphold, in action as well as words, the same principles. Although we recognize that our Partners are independent businesses, actions by those with whom Burlington does business are sometimes attributed to Burlington itself, affecting its reputation and the goodwill it has with its customers and others. As such, it is only natural that the Company requires and expects its Partners to act with honesty and integrity.

Accordingly, we ask that Burlington’s Partners review the Code of Conduct, in its entirety, and maintain on file all documentation needed to demonstrate compliance with the Code and required laws. Please note that all Partners are responsible for abiding by the entire Code. Several specific provisions of the Code are set forth below.

Vendor Relations

Burlington’s policy is to give fair treatment to all Company Partners. Burlington will use objective factors, such as the quality and cost of the goods and services offered, in determining whether or not to do business with a vendor.

Labor Standards

Burlington requires and expects its Partners to comply with all applicable international laws and regulations, and United States federal, state and local laws and regulations, in the manufacture and distribution of merchandise or services provided to Burlington. Specifically, no vendor should use forced or child labor. All vendors must comply with all wage and hour requirements, as defined under applicable labor laws and regulations. Vendors should inform each employee at the time of hiring if mandatory overtime is a condition of employment and, on a regularly scheduled basis, provide one (1) day off in seven (7), and require no more than 60 hours of work per week on a regularly scheduled basis, or comply with local limits if they are lower.

Financial Interests

Burlington employees, officers and directors may not have financial interests in any vendor where such interest would influence, or appear to influence, one's actions on behalf of the Company.

Loans

Burlington employees, officers and directors are prohibited from making or receiving loans and/or guarantees to or from any Burlington Partner.

Outside Employment

Burlington employees may not work for, receive compensation or other benefit from, or own a substantial interest in any vendor or other person with whom the Company conducts business or which derives a benefit from business transacted by the Company.

Family Members and Close Personal Relationships

Burlington employees, who have immediate family members or significant others who have an ownership interest in, or work in a managerial or executive capacity for businesses that provide or seek to provide goods or services to the Company, should always act in the best interest of Burlington when performing duties and making decisions for the Company. Such relationships must be disclosed, as provided in the Code, and the employee's supervisor must approve all transactions with the other company and sign or countersign all related documents.

Purchases of Goods or Services for Personal Use

Burlington employees are not permitted to purchase goods and/or services for personal use directly from Partners or at a company (vendor's) store except: (1) banks and financial institutions; (2) insurance companies; (3) bona fide retail outlets on an arm's-length basis, on terms no more favorable than those available to the public; and (4) goods and services purchased through a Company-sponsored program.

Commercial Bribery

Burlington employees are prohibited from offering, soliciting or accepting a bribe, under any circumstances, and are required to report any offers or attempts to Burlington's Compliance Counsel.

Gifts

Burlington believes that good business relationships are built through trust and integrity, not through the exchange of gifts and other favors. Therefore, Burlington employees may not request or encourage the giving of any gifts or gratuity from a Partner, potential Partner, or any person or entity having or seeking business with the Company. Gifts from vendors may not be accepted by employees, with the exception of the following items, as set forth in the Code: (1) perishables, such as flowers or food baskets that can be shared with an employee's department; (2) books or other literature provided for business purposes only; (3) meals, under limited circumstances; and (4) nominal promotional gifts. There are no exceptions based on season of year, gift giving occasion or value of the gift. Please refer to the Code for more detail on Burlington's Gifts and Entertainment Policy.

Reporting

Burlington employees are required to immediately report, to the Company, any vendor that offers or attempts to offer a gift or bribe.

Partners with questions or concerns about what is proper conduct for their organization, under the Code, should contact Burlington's Compliance Counsel at Compliance.Counsel@burlingtonstores.com.

[Click here](#) to view the Burlington Code of Conduct.

Terms of Engagement for Burlington Merchandising Corporation's Business Partners

These Burlington Merchandising Corporation Terms of Engagement ("Terms") apply to all Burlington Business Partners. Burlington requires its Partners to meet or exceed these Terms, and promote best practices and compliance, in all factories in which Partners manufacture merchandise. While Burlington recognizes that there are different legal and cultural environments, in which Partners operate throughout the world, these Terms set forth the basic minimum requirements that Partners must meet in order to do business with Burlington.

Intellectual Property Rights Protection

With the exception of well-known vendors with longstanding relationships with Burlington, any vendor considering the sale of any trademarked product to the Company, who does not own the trademark or is not an authorized licensee of the trademark, **must** have approval from the Burlington Legal Department before there may be a purchase order commitment. **No Fendi, Louis Vuitton or Marc Jacobs products may be purchased from any vendor.** Moreover, if the vendor is a licensee of the trademark and the Company does not have an up-to-date copy of the license agreement in its possession, the vendor must furnish Burlington's merchant with a copy of the agreement before such purchase is finalized. (The vendor is free to blackout proprietary information, such as prices and royalties, so long as the document provided makes clear that the vendor is duly authorized to sell the trademarked product, at the time of the purchase.) If the vendor neither owns the trademark nor is licensed to sell the product, the Legal Department will advise as to what documentation will be needed in order to purchase the goods. Purchases may not proceed without proper documentation.

Legal Compliance

All products that a vendor supplies to Burlington must comply with the applicable laws and regulations of the United States and those of the respective country of manufacture or exportation. As a Burlington Partner, you are expected to review, understand and comply with these requirements. Periodically, Burlington will provide its Partners with compliance updates as new legal developments occur; however, the obligation to be aware of and comply with all applicable laws and regulations is solely that of each Partner.

All Partners are responsible for maintaining the documentation necessary to show compliance with all applicable laws and regulations. Following is a brief summary of some laws and regulations applicable to some products sold by Burlington's Partners.

U.S. Federal and State Legal Requirements

REPORTING

Section 15(b) of the Consumer Product Safety Act (“CPSA”) establishes reporting requirements for manufacturers, importers, distributors and retailers of consumer products. Each manufacturer, importer, distributor and retailer of consumer products must notify the Consumer Product Safety Commission, immediately, if it obtains information that reasonably supports the conclusion that a product distributed in commerce:

- 1) fails to comply with an applicable consumer product safety rule or with a voluntary consumer product safety standard;
- 2) fails to comply with any other rule, regulation, standard or ban;
- 3) contains a defect that could create a substantial product hazard; or
- 4) creates an unreasonable risk of serious injury or death.

Accordingly, vendors that are aware of an issue or receive consumer complaints or incidents must file a Section 15(b) report with the Consumer Product Safety Commission and alert Burlington immediately at recalls@burlingtonstores.com.

LABELING

All Partners are responsible for ensuring that their products are in compliance with all applicable laws and regulations governing packaging and product labeling. Some of these laws and regulations include the Fur Products Act, Wool Products Labeling Act, Textile Fibers Products Identification Act, Country of Origin Labeling, Fair Packaging and Labeling Act, Uniform Packaging and Labeling Regulation, Uniform Packaging and Labeling Regulation, and Uniform Label Laws, as well as the U.S. Federal Trade Commission (FTC), U.S. Food and Drug Administration, and all U.S. Custom Services requirements. It is the responsibility of the vendor to understand and apply all labeling rules and requirements.

For further information about federal labeling requirements, vendors should contact the U.S. Federal Trade Commission at:

Website: www.ftc.gov

Telephone: (202) 326-3553

Vendors may also consult the FTC’s Textile, Wool, Fur and Apparel Matters webpage (www.ftc.gov/os/statutes/textilejump.htm) and the FTC’s Facts for Businesses: *Threading Your Way Through the Labeling Requirements Under the Textile and Wool Acts* (<http://business.ftc.gov/documents/bus21-threading-your-way-through-labeling-requirements-under-textile-and-wool-acts>)

*See *Textile and Apparel Rules of Origin, U.S. Customs and Border Protection*, for additional information on Rules of Origin for Textile and Apparel Products.

REAL FUR INFORMATION AND FAUX FUR LABELING REQUIREMENTS

1. *Products containing Real Fur*

Burlington Stores will not knowingly procure or sell items containing real animal fur beginning in the Fall of 2017. After that date, if we learn of real animal fur in our assortments, we will either return that merchandise to the vendor or donate the merchandise to a charitable, not-for-resale organization.

- 1) "Real animal fur" **includes** animal pelts of any kind;
- 2) "Real animal fur" **does not include** faux fur, leathers, shearling and cowhide, as well as wool and other such materials clipped, shorn, or combed from animals.

2. *Products containing FAUX FUR*

A permanent label **must** be attached to the product and must include the words "**Faux Fur.**"

Statutes

FTC Fur Products Labeling Act: <http://www.ftc.gov/os/statutes/textile/furact.shtm>

FTC Rules and Regulations: <http://www.ftc.gov/os/statutes/textile/rr-fur.shtm>

Delaware: <http://delcode.delaware.gov/sessionlaws/ga144/chp297.shtml>

Massachusetts: <http://www.mass.gov/legis/laws/mgl/94-277a.htm>

New Jersey: <http://www.njleg.state.nj.us/2008/Bills/AL09/156.PDF>

New York: <http://public.leginfo.state.ny.us/menugetf.cgi?COMMONQUERY=LAWS>

Wisconsin: Click on "GBS General Business," "Article 26," "Section 399AAA"

<http://nxt.legis.state.wi.us/nxt/gateway.dll?f=templates&fn=default.htm&d=stats&jd=top>
and to access text, in the search box, type "Furs to be labeled."

FEDERAL HAZARDOUS SUBSTANCE ACT

All vendors are responsible for ensuring that their products are in compliance with the Federal Hazardous Substances Act. The law not only covers hazardous substances, but also toys and other articles intended for children. The Act requires proper labeling and warning requirements and also mandates product testing.

FLAMMABLE FABRICS ACT

Apparel and certain home furnishings must conform to the Flammable Fabrics Act and other federal standards for flammability. Products covered include clothing textiles, vinyl plastic film (used in clothing), carpets, rugs, children's sleepwear and mattresses and mattress pads.

PROPOSITION 65

All vendors are responsible for assuring that all products provided to Burlington, to be sold to consumers in California, comply with California's Proposition 65 (the California Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code §25249.5 et seq.). Proposition 65 prohibits a business from exposing individuals to chemicals known to cause cancer or reproductive toxicity without first giving "clear and reasonable warning," unless the business can prove that the level of exposure is not significant. Vendors can find more information about Proposition 65 at <http://www.oehha.ca.gov>.

For products that require a Proposition 65 warning, vendors must include the warning on the product label or, at the time of the sale, inform Burlington in writing via compliance.counsel@burlingtonstores.com or product.safety@burlingtonstores.com that warnings must be provided by point-of-sale signage. Please note that Burlington will not provide warnings that include, but are not limited to, shelf labeling or point of purchase materials other than those applied to the product by the vendor, or attempt to segregate inventory destined for California, without specific advance written notice to the Legal Department. If Burlington does not receive written notice from the vendor, to the contrary, by the time of sale, Burlington will assume that the vendor's products comply with Proposition 65, either because they do not require a warning or because they are labeled with a warning.

Certain products Burlington sells must meet Proposition 65 settlement levels, such as jewelry. To the extent such products are also subject to CPSIA requirements, Burlington requires all vendors to comply with the lower level. See below for common Proposition 65 compliance levels. Again, Burlington requires all vendors to comply with these and other Proposition 65 compliance levels or, where applicable, to affix a Proposition 65 warning label to each item.

1. Vinyl

Vendors must ensure that all products containing vinyl comply with the following standards for lead content or contain a Proposition 65 warning with each item:

- a. **Soft food and beverage containers** - 200 ppm total lead for non-children's products, 100 ppm for children's products.
- b. **Rain wear** - 30 ppm total lead for all products.
- c. **Backpacks and Purses** - 200 ppm total lead for non-children's products, 100 ppm for children's products.
- d. **Hand tools** - 200 ppm total lead content for non-children's products, 100 ppm for children's products.

2. Jewelry

Vendors must ensure that all products, which are or contain adult and children's jewelry, comply with California Proposition 65 and California's Metal-Containing Jewelry Law (California AB 1681) (Cal. Health & Safety Code § 25214.1 et seq., as amended), which regulates the levels of lead and cadmium in jewelry in California by specifying both materials that can be used and restrictions on lead and cadmium in the materials and the jewelry.

Additional information can be found at <http://www.dtsc.ca.gov/LeadInJewelry.cfm>.

LIMITED LEAD –

Please refer to **Appendix 8A** ("Chart of Jewelry Standards") for a listing of lead standards applicable to adult and children's jewelry.

CADMIUM - 300 ppm

3. Decorated Glassware

Vendors must ensure that all products, which are or contain non-children's decorative glassware (such as mugs, drink ware and barware), comply with the

following standards under Proposition 65 or contain a Proposition 65 warning with each item:

- a. Decorative materials must contain less than 600 ppm lead;
- b. Designs or decorations within the top 20 millimeters of the exterior surface, less than 200 ppm total lead and less than 800 ppm total cadmium (excluding non-children's products with less than a total of 60 millimeters of decorating area below the external rim with decorating materials containing less than 600 ppm lead).

4. Fashion Accessories

All Fashion Accessories vendors must comply with all applicable laws and regulations regarding phthalate and lead content in fashion accessories.

a. Limits

1) Phthalates

The settlements regarding phthalates set a limit of 1,000 ppm in fashion accessories for Di (2-ethylhexyl) phthalate ("DEHP"), benzyl butyl phthalate ("BBP"), and Di-n-butyl phthalate ("DBP"). Fashion Accessories include the following categories of products:

- a) wallets and other coin or bill holders;
- b) handbags, purses, clutches, and totes;
- c) belts;
- d) footwear;
- e) apparel, including gloves and headwear (and excluding sauna suits);
- f) jewelry;
- g) key holders, key chains and key caps;
- h) luggage tags and ID cases;
- i) bag charms and zipper pulls;
- j) eyeglass cases;
- k) coverings/cases for mobile electronic devices (e.g., for telephones, cameras, MP3 players, CDs/DVDs and laptops);
- l) coverings for journals/address books;
- m) cosmetic cases/bags; and
- n) toiletry cases/bags

2) Lead

All private label products, which are or contain non-children's fashion accessories, must comply with the lead content standards included below. We also request that vendors use reasonable efforts to comply with the lead content standards for all fashion accessories that are not private label. Fashion accessories include wallets, handbags, purses, clutches, belts, and footwear.

- a) Paint or other Surface Coatings on Accessible Components*** - 90 ppm total lead.
- b) Leather Accessible Components (including composited leather)** - 300 ppm total lead.
- c) Polyvinyl Chloride ("PVC") Accessible Components** - 200 ppm total lead; and

- d) **All other Accessible Components made of materials and components other than cubic zirconia (sometimes called cubic zirconium, CZ), crystal, glass or rhinestones - 300 ppm total lead content.**

**Accessible Components are components of a fashion accessory that could be touched by a person during normal and reasonably foreseeable use.*

ILLINOIS LEAD LABELING

All vendors are responsible for assuring that all affected products provided to Burlington comply with the Illinois Lead Poisoning Prevention Act, which requires that children's jewelry, child care articles and toys containing paint must bear a warning label, if the total lead content of any component part of these items exceeds 40 parts per million (ppm), but is less than 600 ppm by total weight, or a lower standard for lead content as may be established by federal or state law or regulation.

More information is available at <http://www.ilga.gov/legislation/publicacts/97/PDF/097-0612.pdf>.

WASHINGTON CHILDREN'S SAFE PRODUCTS ACT

Vendors must ensure that all children's products supplied to Burlington comply with the Washington Children's Safe Products Act (WAC 173-334-010). Under the Act, manufacturers of children's products are required to notify the Washington Department of Ecology when a chemical of high concern to children ("CHCC") is present in their products. The presence of a CHCC in a children's product does not necessarily mean that the product is harmful to human health or that there is any violation of existing safety standards or laws. The Act requires the Department of Ecology, in consultation with the Department of Health, identify a list of chemicals for which manufacturers of children's products are required to provide notice. The Act specifies both the characteristics of these chemicals and the notice requirements.

More information is available at <http://www.ecy.wa.gov/programs/swfa/cspa/>.

MODEL TOXICS IN PACKAGING ACT

All vendors are responsible for ensuring that their products and any associated packaging is in compliance with the Model Toxics in Packaging Act, which prohibits the intentional use of four (4) heavy metals - lead, cadmium, mercury, and hexavalent chromium - in packaging and packaging components. Vendors must test product packaging to ensure compliance with the criteria set by the Toxics in Packaging Clearing House.

More information is available at <http://toxicsinpackaging.org/model-legislation/model>.

CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008

Burlington is committed to the safety of children and is working vigilantly on behalf of its customers to ensure the safety of the products sold. To that end, the Company has implemented a strict safety assurance program for all products it carries; the Company requires that any product it purchases complies with all applicable laws and requirements, including the Consumer Product Safety Improvement Act of 2008 (“CPSIA”). In order to assist Burlington’s children’s product vendors in complying with CPSIA compliance, the Company has mandated the following safety standards and procedures for children’s products sold to Burlington.

General Conformity Certifications

Section 102 of the CPSIA requires manufacturers, importers, and private labelers to certify that each of their products complies with each Consumer Product Safety Commission administered rule, standard, regulation, law and ban. The certifications must be based on testing by an accredited laboratory or a reasonable testing program. All vendors are responsible for monitoring and remaining in compliance with these testing and certification requirements. Sample certifications are available through the links provided below.

<p>Lead Limits</p> <p>Children’s Products</p>	<ul style="list-style-type: none"> • General Conformity Certification required. Send to CPSIAcerts@burlingtonstores.com. • Mandatory third party testing documentation must be made available to Burlington upon request • Substrate materials shall not exceed 100 ppm for all children’s products • Surface coatings shall not exceed 90 ppm for all children’s products • Vendors must provide Burlington with a written statement utilizing any categorical exemptions to the lead limits under the CPSIA. Correspondence should be sent to CPSIAcerts@burlingtonstores.com. Vendor name and “EXEMPTION” must appear in the subject line. • Burlington will use lead screening equipment as appropriate to conduct company audits.
<p>Phthalates</p> <p>Children’s Toys and Child Care Articles</p>	<ul style="list-style-type: none"> • General Conformity Certification required. Send to CPSIAcerts@burlingtonstores.com. • Mandatory third party testing documentation must be made available to Burlington upon request. • Children’s toys or child care articles shall not contain concentrations of more than 0.1% of di-(2-ethylhexyl) phthalate (DEHP), dibutyl phthalate (DBP) or benzyl butyl phthalate (BBP). • Children’s toys that can be placed in a child’s mouth or child care articles shall not contain concentrations of more than 0.1% of diisononyl phthalate (DINP), diisodecyl phthalate (DIDP), or di-n-octyl phthalate (DnOP).
<p>General Conformity Certification</p>	<ul style="list-style-type: none"> • Required from manufacturers and importers of all regulated products subject to a rule, ban, standard, regulation or law administered by the CPSC. Products requiring GCCs include, but are not limited to, all Children’s Products and flammability

	<p>of the following non-children’s products: vinyl plastic film, clothing textiles, and carpets and rugs.</p> <ul style="list-style-type: none"> • Mandatory third party testing documentation must be made available to Burlington upon request. • Sample General Conformity Certification available for domestic manufacturers (Forms, page 15) and for when Burlington is the importer (Forms, page 19) of record. • Burlington requires that vendors do one of the following: Provide Burlington with a method of viewing electronic General Conformity Certifications for each product shipment. This information may be mailed to CPSIAcerts@burlingtonstores.com. Vendor name must appear in the subject line of the email. For domestic manufacturers, General Conformity Certifications must be mailed prior to each shipment to CPSIAcerts@burlingtonstores.com. Vendor name, style number, and purchase order number (if available) must appear in the subject line. When Burlington is the importer of record, vendors must submit General Conformity Certifications to their Burlington buyer to be submitted to the import specialist for final approval. Import related questions should be emailed to imports@burlingtonstores.com.
<p>Tracking Labels Children’s Products</p>	<p>Every manufacturer of a children’s product shall place permanent, distinguishing marks on the product and/or its packaging to ensure the traceability of the products and enable consumers to ascertain the manufacturer or private labeler. To the extent practicable the tracking label shall enable:</p> <p>the manufacturer to determine: location and date of production, cohort information (batch, run number, etc.), any other information to assist in determining source of product; and the consumer to determine: manufacturer, product date and location, and cohort information (batch, run number, etc.).</p>
<p>Labels Toys and Games Sold on Internet Site</p>	<p>Vendors shall properly label all products with applicable cautionary statements and shall inform Burlington of any cautionary statements under the Federal Hazardous Substances Act required for products offered for sale on Burlington’s Internet site. Vendors may email this information to CPSIAlabel@burlingtonstores.com. Vendor name and style number must appear in the subject line.</p>
<p>Durable Nursery Products</p>	<p>Manufacturers of durable infant or toddler products must ensure that products comply with ongoing rulemaking mandated under section 104 of the CPSIA. In addition, manufacturers must provide a postage prepaid registration card with each product and maintain a system of records of consumers who register their products in case of a safety notification or recall.</p>
<p>Questions</p>	<p>Please email regulatory.questions@burlingtonstores.com.</p>

Additional Information

Additional information is available on the U.S. Consumer Product Safety Commission's website at www.cpsc.gov.

NOTE: Burlington Merchandising Corporation reserves the right to require testing or other preventative measures as it deems necessary in the purchase process of any goods.

LEAD IN SURFACE COATING

In addition to section 101 of the CPSIA's ban on lead in paint or surface coating in excess of 90 ppm on children's products, the same ban extends to surface coating on furniture.

ASTM F963 (Mandatory Consumer Safety Requirements for Toys)

Under the CPSIA, ASTM F-963 is the consumer product safety standard for toys. Such products that vendors supply to Burlington must meet this standard. Information on ASTM F-963 is available at <http://www.cpsc.gov/info/toysafety/plain.html>.

LACEY ACT

The Lacey Act, among other requirements, makes it unlawful to import certain plants and plant products, into the United States, without an import declaration. Where Burlington is the importer of record for any products supplied by a vendor, the vendor must provide the Plant and Plant Product Declaration form, which is available at http://www.aphis.usda.gov/plant_health/lacey_act/downloads/declarationform.pdf, to the vendor's import specialist for Lacey Act Compliance. For more information, please consult the United States Department of Agriculture website at http://www.aphis.usda.gov/plant_health/lacey_act/index.shtml.

CONFLICT MINERALS

The Dodd-Frank Act, imposes reporting requirements on manufacturers of products for which "conflict minerals" are necessary to their functionality or production. Conflict minerals include the following, and any derivatives and other minerals determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of the Congo (the "DRC"): **columbite-tantalite (coltan), cassiterite (tin), gold, and wolframite (tungsten).**

Companies that use conflict minerals in the production of their products must report to the U.S. Securities and Exchange Commission and make disclosure on its website. This Act applies to "manufacturers." Vendors must alert their Burlington buyer immediately if any of the products that the vendor sources or manufactures for Burlington contain the above-mentioned minerals.

DRAWSTRING BAN IN CHILDREN'S UPPER OUTERWEAR

Drawstrings in children's upper outerwear can present a strangulation hazard if they become entangled with other objects. Accordingly, all vendors are prohibited from supplying children's upper outerwear garments in sizes 2T to 12 (or the equivalent) with drawstrings at the hood, neck or waist area. Information on the drawstrings in children's upper outerwear is available at

<http://www.cpsc.gov/en/Business--Manufacturing/Business-Education/Business-Guidance/Drawstrings-in-Childrens-Upper-Outerwear/Frequently-Asked-Questions-FAQs/>.

CALIFORNIA FORMALDEHYDE COMPLIANCE IN COMPOSITE WOOD PRODUCTS
California Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products

Under California's Airborne Toxic Control Measure to Reduce Formaldehyde Emissions from Composite Wood Products, 17 C.C.R. §§ 93120 – 93120.12, vendors must comply with applicable formaldehyde emissions standards in composite wood products. Burlington is required to secure written documentation from vendors, confirming their compliance with the regulation. To facilitate compliance, vendors are required to review California's formaldehyde regulation and complete and return the California [Certificate of Compliance](#) (Forms, page 20) to California.form@burlingtonstores.com. Vendor name must appear in the subject line of all emails.

As always, Burlington remains committed to working with our vendors to ensure compliance with all applicable laws and regulations. If you have questions regarding any of the above, please email Regulatory.Compliance@burlingtonstores.com. Thank you for your continued cooperation.

COSMETICS

All cosmetic vendors must comply with all applicable laws and regulations including those governed by the U.S. Food and Drug Administration (FDA) and Federal Trade Commission (FTC) requirements. Care must be taken to avoid cosmetics with claims that may render the product an unapproved drug. See the Federal Food and Cosmetics Act.

Information on cosmetic labeling may be found at
<http://www.fda.gov/Cosmetics/Labeling/Regulations/ucm126444.htm>
<http://www.fda.gov/Cosmetics/CosmeticLabelingLabelClaims/CosmeticLabelingManual/default.htm>.

Further FDA information on cosmetics may be found at
<http://www.fda.gov/Cosmetics/ResourcesForYou/Consumers/ucm2005206.htm>

FOOD

All food items must be labeled and marketed in compliance with all applicable U.S. Food and Drug Administration (FDA) and Federal Trade Commission (FTC) requirements.

Information on FDA requirements may be found at
<http://www.fda.gov/food/guidanceregulation/guidancedocumentsregulatoryinformation/default.htm>.

Information on FTC requirements on labeling, advertising, marketing, and any claims made regarding these products can be found at
<http://www.ftc.gov/bcp/policystmt/ad-food.shtm>.

PET FOODS AND TREATS

All pet food and treat vendors must ensure that their products are compliant with all federal, state and local regulations that allow distribution and sale of pet food and treats, including registration of active licenses and permits to sell such products. In addition, vendors must properly register product labels where required.

Social Compliance

Burlington requires its vendors to warrant that all goods are made in compliance with all applicable laws, both U.S. laws and the laws of the country in which the goods are produced. This warranty includes the U.S. Fair Labor Standards Act of 1938, which governs how employers pay and treat their employees.

Burlington is committed to protecting workers, in the United States and abroad, by promoting ethical and lawful employment practices. These practices are required to be followed by all Burlington Partners.

Burlington maintains a Code of Conduct (“Code”), which requires that its Partners comply with all applicable domestic and international employment laws and regulations. Burlington’s Code specifically forbids the use of forced and child labor. All of the Company’s vendors are provided with these requirements, which can be accessed on the “Vendor Relations” section of Burlington’s website at <http://www1.burlingtoncoatfactory.com/Others/VendorRelations.aspx>.

Burlington will not tolerate any violation of its Code, and will swiftly investigate any reports that forced or child labor was utilized in the manufacture of products that the Company sells. Burlington will not accept products or services from vendors that employ or utilize forced or child labor. Such vendors will have the opportunity to remedy any actual or potential violations through the implementation of a corrective action plan and Burlington will conduct a subsequent audit. Should the vendor continue to fail to meet the Company’s standards, Burlington reserves the right to take whatever action it deems appropriate, up to and including termination of Burlington’s business relationship with the vendor.

Burlington will conduct annual inspections of factories engaged in the production of products where Burlington is the importer of record. The Company requires that all Burlington vendors review Burlington’s compliance procedures and practices to ensure compliance with the California Transparency in Supply Chains Act, as well as Burlington’s Code. Vendors must be able to demonstrate compliance at Burlington’s request and may be subject to periodic audits. While Burlington expects full compliance, any violations should be reported immediately to Burlington’s compliance counsel.

EMPLOYMENT PRACTICES

Burlington will only conduct business with Partners whose workers are:

- 1) Treated fairly;
- 2) Present voluntarily;
- 3) Not put at risk of physical harm;
- 4) Fairly compensated;
- 5) Allowed the right of free association; and
- 6) Not exploited.

Partners shall ensure procedures are in place by which workers, alleging violations of these Terms of Engagement, may do so without fear of negative repercussions.

In addition, Burlington Partners must adhere to the following:

Child Labor and Prison Labor/Forced Labor

“Child” is defined as a person who is younger than 15 (or 14 where the law of that country permits) or younger than the age for completing compulsory education in the

country where such age is higher than 15. Burlington will not utilize Partners who use or permit the use of child labor in any of their facilities.

“Forced Labor” is defined as any work or service that is extracted from any person under the threat of penalty for its non-performance and for which the worker does not offer himself voluntarily.

To ensure that workers are working voluntarily, Burlington requires adherence to the following:

- Involuntarily keeping workers identification documents is prohibited.
- Observe all legal requirements for the work of authorized minors, particularly those relating to hours, wages, minimum education, and working conditions. Burlington supports the development of legitimate, workplace apprenticeship programs, and Partners will be expected to comply with all laws and regulations applicable to such apprenticeship programs.
- Partners shall not use or permit use of bonded, indentured, prison, forced, or child labor in the manufacture or finishing of products ordered by Burlington. These types of labor are strictly prohibited.

Disciplinary Practices

- Partners shall treat workers with respect and dignity.
- The use of corporal punishment, physical, sexual, psychological, verbal harassment, or other forms of mental or physical coercion, abuse, or intimidation are prohibited.
- Partners shall not use or permit the use of fines as a disciplinary practice.

Discrimination

Employment (hiring, wages, benefits, advancement, termination, and retirement) is based on worker’s ability and not personal characteristics including, but not limited to, gender, age, disability, sexual orientation, racial characteristics, cultural or religious beliefs, or similar factors.

Free Association

- Workers are free to join organizations of their own choice.
- Partners shall recognize and respect rights of workers to freedom of association and collective bargaining.
- Workers are not subject to intimidation or harassment in the peaceful exercise of their legal right to join or refrain from joining an organization.

Health & Safety

- Partners must provide workers with a clean, safe and healthful work environment, designed to prevent accidents and injuries arising out of or occurring while in the course of work or as a result of the operation of a Business Partner’s facility.
- Partners must comply with all applicable, legally mandated standards for workplace health and safety.
- Partners who provide residential facilities for their workers must provide safe and healthy facilities, separate from production facilities, that comply with legally mandated standards for health and safety

Supply Chain Security:

Suppliers should have a written security plan and regularly evaluate security procedures to protect the international supply chain from unauthorized access.

Wages and Benefits

- Partners must pay workers' wages and legally mandated benefits that comply with the higher of:
 - a. any applicable law, or
 - b. any applicable law, or
 - c. to match the prevailing local manufacturing or industry practices.
- Workers must be compensated for overtime hours at legal premium rates, or in countries where such laws do not exist, at least equal to their regular hourly wage rate.

Women's Rights

- Ensure that workers who are women receive equal treatment in all aspects of employment.
- Pregnancy tests will not be a condition of employment or continuation thereof.
- Pregnancy testing, if provided, will be voluntary.
- Workers will not be exposed to hazards that may endanger reproductive health.
- Partners will not force workers to use contraception.

Working Hours

- Partners operate based on prevailing local work hours. Any workers, who work over normal local work hours, should be compensated as prescribed by the local labor laws
- Except in extraordinary circumstances, Partners may limit workers' hours, on a regularly scheduled basis to comply with legal limits. Such limits must be in compliance with regular and overtime hours established by local laws and regulations in the applicable jurisdiction.
- Subject to the requirements of local law, a regularly scheduled workweek of no more than 60 hours and at least one (1) day off in every seven (7) day period are encouraged.
- Partners must comply with applicable laws, which entitle workers to vacation time, leave periods and holidays.
- Partners must regularly provide reasonable rest periods and at least one (1) day off within a seven (7) day period.
- Partners should record hours worked.

ETHICAL STANDARDS

Burlington will seek to identify and work with Partners who aim to maintain a set of ethical standards compatible with Burlington standards. Bribes, kickbacks, or other similar unlawful or improper payments, offered or given to any person or entity in an attempt to obtain or retain business, are strictly prohibited.

ENVIRONMENTAL REQUIREMENTS

Burlington will only do business with Partners who comply with all applicable government laws and regulations, international standards, U.S. regulations prohibiting the use of ozone depleting chemicals (hydrochlorofluorocarbons), and the International Trade in

Endangered Species of Wild Fauna and Flora, as listed in the United States Endangered Species Act of 1973.

LEGAL REQUIREMENTS

- All Burlington vendors must comply with both U.S. laws and the laws of the country in which the goods are produced for Burlington.
- Partners will comply with all applicable local and national laws, rules and regulations pertaining to all aspects of factory operations. This includes compliance with these Terms of Engagement, the terms and conditions of purchase orders issued by Burlington or on Burlington's behalf.
- Partners are required to comply with U.S. country of origin regulations that govern quota classification and the marking of products.
- The manufacturing facilities of Burlington's Partners must comply with U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) requirements. All supplier manufacturing facilities, where Burlington is the importer of record with respect to merchandise produced at such facilities, will be required to undergo an annual third party audit. These audits will be conducted on site for compliance with C-TPAT requirements, along with a review for evidence of forced or child labor.

COMMUNICATION

- All Partners must (1) post the Terms of Engagement ("Terms") in their factories, in areas that are readily accessible to workers; (2) translate the Terms into the primary language the workers and supervisors; and (3) clearly communicate the Terms to all workers.
- Upon employment, as part of worker orientation, the Terms shall be presented and explained to the workers.
- Partners shall periodically review these Terms with all workers.

MONITORING/COMPLIANCE

Burlington takes affirmative measures to monitor compliance with Burlington Terms of Engagement and Burlington Purchase Order Terms and Conditions. Such measures may include:

- 1) Prescreening Partners.
- 2) Scheduled or random, announced and unannounced on-site inspections of factories by Burlington representatives. Refusal or failure to cooperate may result in the termination of Burlington Merchandising Corporation's business relationship with said Partner.
- 3) Certification by Burlington Partners it has complied with the Burlington Merchandising Corporation Terms of Engagement.
- 4) Burlington associates and representatives have been asked to be watchful for violations of Burlington Merchandising Corporation Terms of Engagement on visits to factories or manufacturing facilities, and to report questionable conduct to management for follow up and, when appropriate, corrective action.

RECORD KEEPING

- All Partners must maintain, in the factories producing merchandise for Burlington, all documentation necessary to demonstrate compliance with Burlington Merchandising Corporation Terms of Engagement.

- Partners must furnish Burlington representatives reasonable access to production facilities, employment records, and workers for confidential interviews, in connection with monitoring factory or inspection visits.
- Partners must promptly respond to reasonable inquiries by Burlington representatives concerning the operations of factories with respect to Burlington Merchandising Corporation Terms of Engagement

SUBCONTRACTING

- Partners shall not utilize subcontractors for the production of Burlington merchandise, or components thereof, without Burlington’s prior written approval and only after the subcontractor has agreed to comply with the Burlington Merchandising Corporation Terms of Engagement.
- Partners shall require each Burlington approved subcontractor to abide by the Terms of Engagement.
- Partners shall be held accountable for a subcontractor’s failure to abide by Burlington Merchandising Corporation Terms of Engagement.

CORRECTIVE ACTION

- If a Partner is in violation of Burlington Merchandising Corporation Terms of Engagement, Burlington will work with the Partner to remediate the violation, if possible.
- If this effort is unsuccessful or not possible, Burlington shall reevaluate its business relationship with the Partner and shall take appropriate corrective action. Corrective action may include:
 - 1) Cancellation of the affected order;
 - 2) Prohibition of subsequent use of a factory;
 - 3) Termination of Burlington’s business relationship with any Partner found to be in violation of these Terms of Engagement, or exercising any other rights and remedies to which Burlington may be entitled under purchase orders issued by Burlington or on behalf of Burlington, at law or otherwise.

COUNTRY EXCEPTIONS

Partners will not produce merchandise for Burlington in countries, which are considered by Burlington to deny basic human rights. Burlington will not initiate or continue its business relationship with Partners that produce merchandise for Burlington where there are gross and systemic violations of human rights and when there is a recognized movement from within the country calling for withdrawal.

For questions or information pertaining to the Burlington Merchandising Corporation Terms of Engagement, please email vendor.relations@burlingtonstores.com.

Appendix 8A

**CHART OF JEWELRY STANDARDS
ADULT JEWELRY (13 AND OLDER) SPECIFICATIONS**

CLASS 1 COMPONENTS	
No Lead Content Restrictions	
Stainless and surgical steels	
Karat gold	
Sterling silver	
Platinum, palladium, iridium, ruthenium, rhodium, or osmium (“platinum group metals”)	
Natural and cultured pearls	
Glass, ceramic, and crystal decorative components (e.g., cat’s eye, cubic zirconia (sometimes called cubic zirconium, CZ), glass, rhinestones, cloisonne)	
Any gemstone that is cut and polished for ornamental purposes except the following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite, phosgenite, samarskite, vanadinite, and wulfenite	
Elastic, fabric, ribbon, rope, and string with no intentional lead and not otherwise listed as a Class 2 Component	
Natural decorative materials (e.g., amber, bone, coral, feathers, fur, horn, leather, shell, wood), if treated in a way that does not add lead	
Adhesives	

CLASS 2 COMPONENTS	
Component Lead Content Limit	
Electroplated metal substrates (must be plated using the Best Management Practices described below).	Metal alloys with less than 6% lead by weight
Unplated metal not defined as Class 1 Components	1.5% (15,000 ppm)
Plastic/Rubber (e.g., acrylic, polystyrene, plastic beads/stones, polyvinyl chloride[PVC])	0.02% (200 ppm)
Dyes and Surface Coatings	0.06% (600 ppm)
Printing inks or ceramic glazes used in Children’s Products	0.06% (600 ppm)

CLASS 3 COMPONENTS	
Component Lead Content Limit	
Any part of Jewelry that is not a Class 1 or Class 2 Component	0.06% (600 ppm)

Best Management Practices for Plating Facilities

Pre-Plating Procedure:

- The pieces must be cleaned. Any polishing compound must be removed before plating by cleaning with aqueous cleaning solution or solvent and rinsed with water.
- The pieces must be activated.
- The pieces must be rinsed in clean water before plating.

Plating Bath Maintenance:

- The temperature of each plating bath must be controlled to the appropriate temperature in accordance with the recommendations of the equipment and plating chemical suppliers.
- The nickel and nickel-substitute tanks must be agitated or aerated in accordance with the chemical suppliers' recommendations.
- All baths must be filtered continuously during plating and filters changed at least monthly.
- pH must be measured each day of plating and adjusted within the chemical supplier's recommendations.
- All plating employees must be trained on the use of the equipment in accordance with recommendation of equipment manufacturer and plating chemical suppliers.
- The plating baths must be maintained in accordance with the plating chemical suppliers recommendations.
- Plating tanks must be swept at least weekly.
- Anodes must be inspected monthly in accordance with the anode supplier's recommendations.
- Racks must be stripped at least annually.
- The electrical equipment must be sized appropriately for each tank in accordance with equipment manufacturer's recommendations and calibrated annually.

Plating Procedures:

Substantial pieces such as pendants, drops, and rings without prongs or other such features, shall be plated with at least 15 minutes combined plating with copper (copper strike and/or acid copper), nickel or nickel substitute, and/or finish coat. The pieces will also be rinsed between plating tanks. Finish decorative coatings include brass, bronze, copper, gold, gun metal, hematite, imitation rhodium, matt finish, palladium, platinum, rhodium, or silver. If desired, plated pieces can be treated to produce other finishes such as matt, oxidized, or smut black finishes. Mechanical, functional (e.g., lobster claws, spacers, mechanical closures, connectors), or fine pieces such as prongs and fine chains may be plated to cover the exposed surface consistent with good manufacturing practices for appearance and function. Components that articulate closely together, such as snake chain and tight hinges or that need to be manipulated into position, will be plated to prevent binding, stiffness, and cracking of plating.

CHILDREN’S JEWELRY (12 AND YOUNGER) SPECIFICATIONS (PROP 65 AND CPSIA COMPLIANCE STANDARDS)

CLASS 1 COMPONENTS	
No Testing Required but Must Meet 100 ppm Lead Content Restrictions	
Surgical steels	
Gold 10 Karat or greater	
Silver at least 925/1000 pure	
Platinum, palladium, iridium, ruthenium, rhodium, or osmium (“platinum group metals”)	
Natural and cultured pearls	
Any gemstone that is cut and polished for ornamental purposes except the following: aragonite, bayldonite, boleite, cerussite, crocoite, ekanite, linarite, mimetite, phosgenite, samarskite, vanadinite, and wulfenite	
Dyed and undyed yarn and textiles with no intentional lead	
Natural decorative materials (e.g., amber, bone, coral, feathers, fur, horn, leather, shell, wood) if treated in a way that does not add lead	

CLASS 2 COMPONENTS	
Third Party Testing and Certification Required for Metal Components and Surface Coatings (and for all components after 2/14/10)	
Component	Lead Content Limit
Metal (plated and unplated)	0.01% (100 ppm)
Plastic/Rubber (e.g., acrylic, polystyrene, plastic beads/stones, polyvinyl chloride (PVC))	0.01% (100 ppm)
Dyes and Surface Coatings	0.009% (90 ppm)
Glass or crystal decorative components, including rhinestones	0.01% (100 ppm)

CLASS 3 COMPONENTS	
Component	Lead Content Limit
Any part of Jewelry that is not a Class 1 or Class 2 Component	0.01% (100 ppm)