

CALIFORNIA FASHION ASSOCIATION

444 S. Flower St. 37th floor. Los Angeles California 90071
tel:213. 688 6288 fax 213.688 6290 email: info@calfashion.org
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A Clarification for Chemicals on California Prop 65 List

Prop 65 does not ban or restrict the use of listed chemicals. (*Current list - approx. 900*)

Beginning one year after a chemical is added to the Prop 65 list, businesses are required to provide a “clear and reasonable” warning before knowingly and intentionally exposing anyone to that chemical *unless they can show that the anticipated exposure level will not pose a significant risk of cancer or is significantly below levels observed to cause birth defects or other reproductive harm.*

This warning can be given in by labeling a consumer product. *No such warning is required if exposure to a chemical occurs at or below any established safe harbor level.*

The only way to be sure is to have chemical content of the garment and/or trim tested.

Alternatively, *the legal advice* is to have a contractual provision in the Purchase Order (for each cut-and-sew order, *every time*) requiring the **Vendor** to agree to:

1. Indemnify, defend, and hold harmless Buyer (or brand or manufacturer) from and against any claim or demand of any kind or nature arising in connection with the Products and their compliance with all applicable laws and regulations, including but not limited to the Consumer Products Safety Act and Proposition 65.

2. Review the list of chemicals available on the OEHHA website:
<http://www.oehha.ca.gov/prop65.html>.

3. Agree to **not provide** to the Buyer any product where a listed chemical is present - that is at or above the "safe harbor" level {levels considered "no significant risk" for carcinogens and "maximum allowable dose levels" for toxins and teratogens}, unless Vendor provides a warning to consumers in conjunction with the product in strict compliance with Proposition 65.

If this provision does not exist in a company's Purchase Order, it should be added (For copy of 'Vendor Continuing Indemnifications Contract' call CFA 213-688-6288)