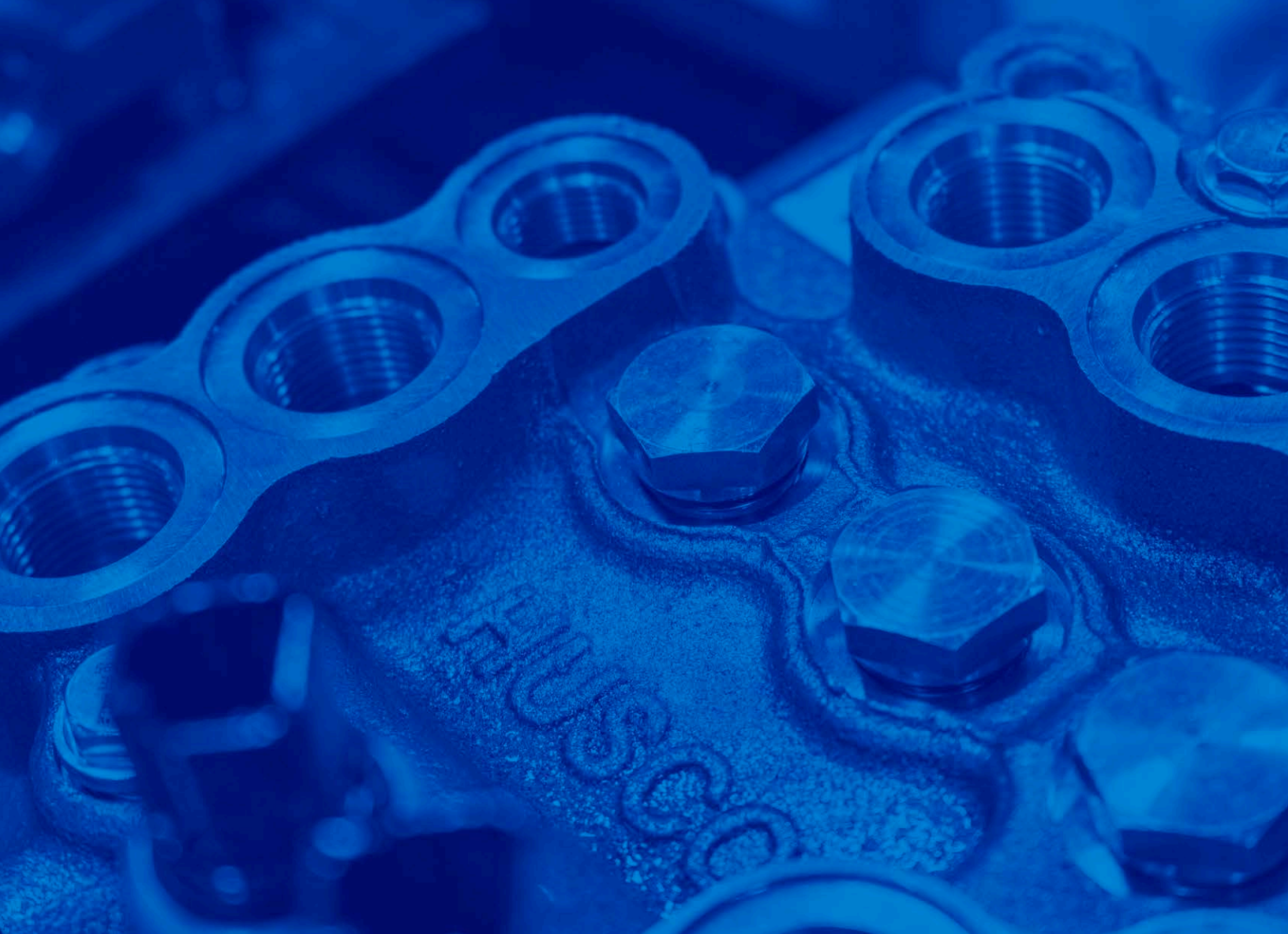
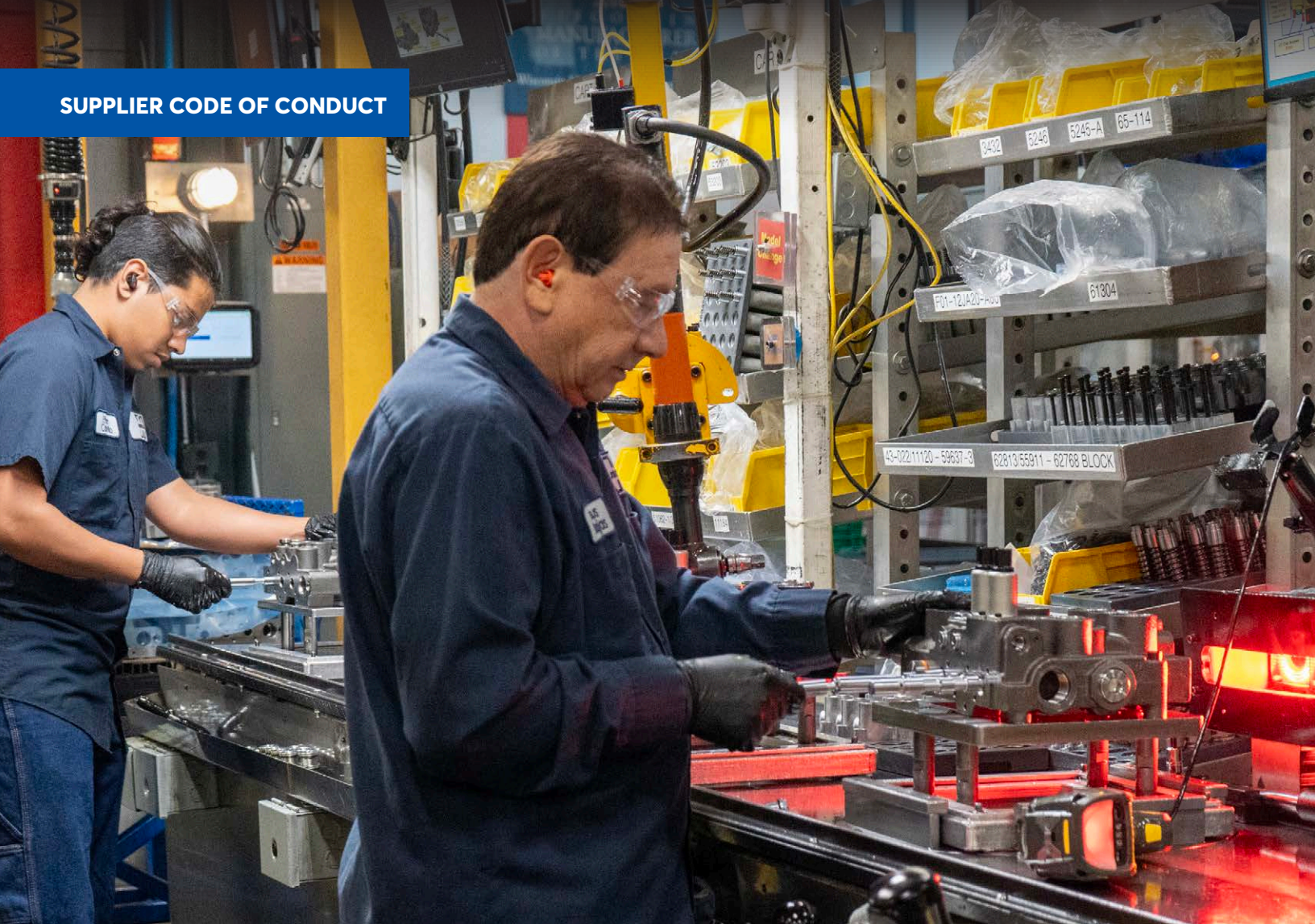




# Supplier Code of Conduct





## Introduction

Husco International, Inc., together with its direct and indirect subsidiaries and affiliates ("Husco"), is dedicated to exceeding customer expectations. We accomplish this mission, in part, through partnerships with Suppliers who share our commitment to the highest standards of ethical and responsible business practices.

To assist our suppliers, vendors, and service providers ("Suppliers") in understanding Husco's expectations, Husco has published this Supplier Code of Conduct, which applies to all businesses and individuals that produce goods or provide services for Husco.

While Husco recognizes that legal and cultural requirements vary in a global business environment, this Supplier Code of Conduct sets forth certain universal requirements that Suppliers are expected to follow. During the entire term of a Supplier's provision of goods and services to Husco, Supplier shall, and shall cause Supplier's agents and employees, direct and indirect sub-suppliers, subcontractors and affiliates, to fully comply with this Supplier Code of Conduct, and to ensure and guarantee full compliance throughout its supply chain. This Supplier Code of Conduct provides the foundation for Husco's ongoing evaluation or audit of a Supplier and constitutes an integral part of every agreement to which Husco and its Suppliers are party.



### Principle of Legality

Supplier must at all times comply with the laws of their countries and with all other applicable laws, rules, regulations, and standards, including those related to labor, worker health and safety and the environment. Further, Husco expects Supplier to conduct business honestly, ethically and in such a way as to reflect positively on Supplier.

In addition, because Husco is a company in the United States, Supplier must also comply with certain laws, rules, regulations, and standards of the United States, even if they are located elsewhere. While Supplier must comply with all applicable laws, rules, regulations, and standards, this Supplier Code of Conduct highlights certain important areas of legal compliance.

Husco respects the principle of strict legality in all operations, activities, measures, contracts, and other practices. We expect the same from our Suppliers, including:

- Compliance with taxes and customs duties: Ensuring all taxes and customs duties are paid accurately and timely.
- Observing fair competition and antitrust laws: Avoiding practices that restrict or distort competition.
- Prohibiting corruption and money laundering: Implementing measures to detect and prevent corruption and money laundering.
- Obtaining necessary official authorizations: Secure all required permits and licenses for operations.
- Complying with export control regulations: Adhering to international customs and export control regulations.
- Protecting social and environmental standards: Upholding laws that safeguard social and environmental standards.

### Child Labor

Supplier will not use child labor. In no event will Supplier employ any person below the age of 16, unless this is part of a job training or apprenticeship / internship program authorized by applicable law that would be clearly beneficial to the persons participating.

### **Freedom of Association**

Supplier must comply with all local laws regarding employees' freedom of association and must not take unlawful actions to interfere with employees' rights. The freedom of association includes the right to bargain collectively or to belong to works councils.

### **Compensation**

Supplier will promote its employees' material well-being by providing compensation and benefits that are competitive and comply with applicable law.

### **Forced Labor and Human Trafficking**

Supplier will not use forced labor in any form. Supplier will not traffic persons or use any form of slave, forced, bonded, indentured, or prison labor. Forced labor includes the transportation, harboring, recruitment, transfer, receipt, or employment of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of their exploitation.

### **Anti-Harassment and Abuse**

Supplier shall commit to a workplace free of harassment and abuse. Supplier shall not threaten workers with, or subject them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion, abusive disciplinary practices and sexual harassment.

### **Anti-Discrimination**

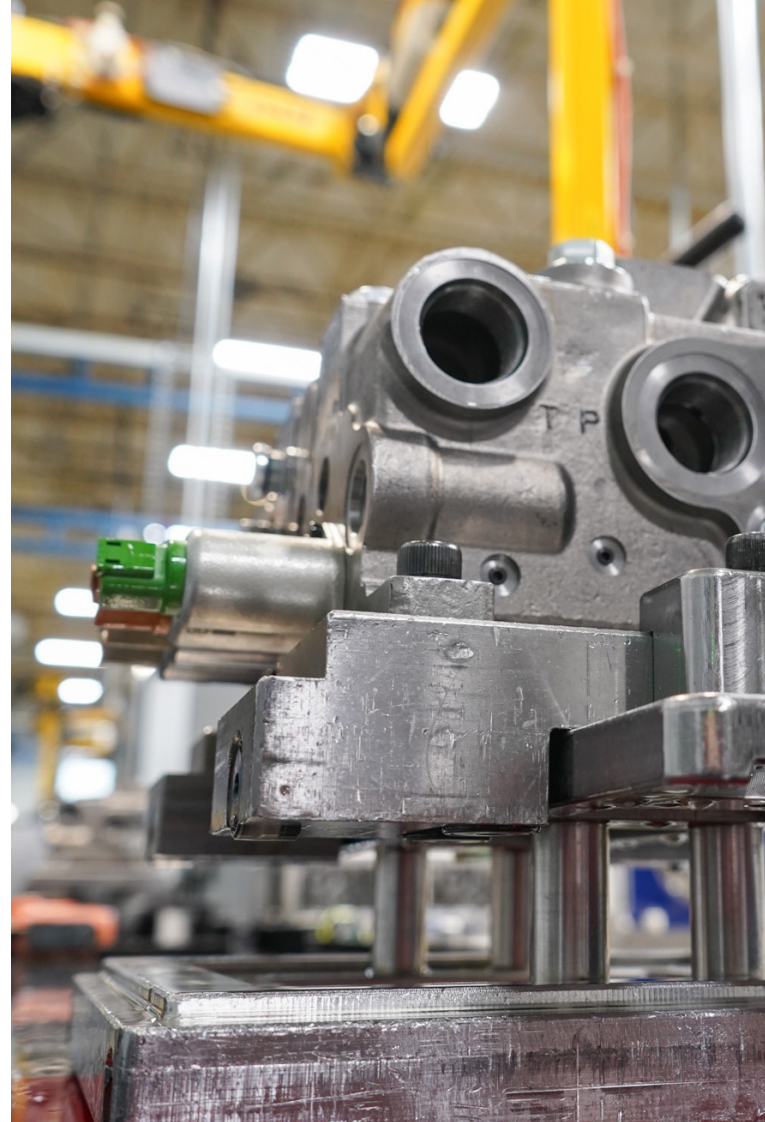
Supplier shall not discriminate against any worker based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, religion, sexual orientation, gender identity, union membership, or any other status protected by applicable law, whether in hiring or other employment practice.

### **Work Hours**

Supplier will comply with applicable laws regulating hours of work.

### **Ethical Recruiting**

Supplier will comply with applicable laws regulating hiring in a fair and transparent manner.



### **Bribery and Corruption**

Supplier will under no circumstances tolerate the giving or receiving of money, gifts, or favors to influence improperly the behavior of another individual, organization, government employee, politician or government body in furtherance of a commercial or personal advantage. Bribery is never permitted, even in countries or regions where it may appear to be tolerated or condoned.

### **Environment and Sustainability**

Supplier will conduct business in a manner that provides responsibly for the protection of health and the environment. Supplier will continue to improve the environmental impact of its operations in the short term, and work toward the implementation of environmentally sustainable strategies in the long term.

### **Land, Forest and Water Rights and Forced Eviction**

Supplier is committed to upholding the human rights of communities impacted by Supplier's operations and supply chains, and to avoid any practices that result in forced eviction or the loss of land, forest, and water resources. Supplier recognizes the critical importance of these resources to the well-being and livelihoods of local communities.

### **Diversity and Inclusion**

Supplier is committed to fostering an environment that recruits employees with a wide diversity of backgrounds and builds a culture that allows every employee to thrive. All employees who align with Supplier's values will have an equal opportunity for success and advancement, regardless of their race, national origin or ancestry, age, religion, gender, sexuality, personal style, minority or indigenous peoples, veteran status, disability or background.

### **Equal Rights**

Supplier will provide equal treatment to all individuals or groups for employment-related decisions, irrespective of characteristics such as gender, race, color, religion, genetic features, social origin or any other legally protected class.

### **Conflict Minerals**

Husco may be required to track the use of certain minerals known as "conflict minerals." If Supplier manufactures components, parts or products containing conflict minerals, Supplier must track the use of these materials. Supplier must adopt and communicate to their sub-suppliers appropriate policies regarding conflict minerals, and ensure compliance throughout its supply chain.

### **Use of Private or Public Security Forces**

Supplier acknowledges that the use of private or public security forces to protect its business or projects may have significant implications on the protection of human rights. Supplier is committed to ensuring that the deployment of such security forces, if necessary, is carried out with the utmost care and caution. In this regard, Supplier will not engage in the use of security forces unless they have been adequately trained, controlled, and monitored to prevent any potential violation of human rights.

## Health and Safety

Supplier must put safety first. Supplier must actively promote the health and safety of everyone on its premises with policies and practical programs that help individuals safeguard themselves, their co-workers, and visitors. Supplier shall obtain, keep current, and comply with all required health and safety permits.

## Occupational Health and Safety Management

Supplier shall identify, evaluate, and manage occupational health and safety hazards through a process of hazard elimination, substitution, engineering controls, administrative controls, and/or personal protective equipment.

## Data Privacy, Security and Intellectual Property

Whenever entrusted with any personal or business data, Supplier shall safeguard it and take appropriate steps to protect it from misuse and unauthorized access. All applicable data privacy laws as well as any contractual terms shall be observed and complied with when collecting, storing, using, processing, or sharing personal or business data.

Husco's technology and knowledge is critical to its operations. Husco takes great care to protect those assets to maintain a competitive advantage. Supplier is responsible for helping to protect Husco's intellectual property and confidential information.

The secure use and distribution of information and data in the workplace is critical to Husco and Supplier's success in a competitive marketplace. Supplier must maintain physical and electronic security for all confidential information. Supplier's employees must use extreme care in protecting confidential or proprietary information of any kind. Face-to-face confidential discussions must be conducted in a private, secure location. If confidential information is to be discussed, the parties must first ensure that a Confidentiality Agreement has been signed and is being complied with.

Supplier must also safeguard Husco's intellectual property assets as well as the intellectual property rights of their other customers. Supplier must take all appropriate steps to ensure that it is not supplying any counterfeit or defective parts.

### Compliance and Reporting Rights

Supplier must comply with this Supplier Code of Conduct as a condition of doing business with Husco. Supplier may be required to provide a certification of compliance on a periodic basis.

Supplier must establish a proactive process to ensure compliance with this Supplier Code of Conduct. Supplier must establish a system to communicate the requirements of this Supplier Code of Conduct to its employees at least annually in the local language. Supplier must require its suppliers to adopt and enforce similar policies and expectations within their own supply chains and business relationships and will seek to identify and favor business with these partners.

Supplier must make provisions for workers to anonymously report violations of the Supplier Code of Conduct without retribution. Supplier prohibits retaliation against anyone who, in good faith, reports a violation.

The actions of third-party agents or representatives (including government representatives) will be considered to be the actions of Supplier for the purposes of this Supplier Code of Conduct.

Supplier shall allow Husco or its representatives access to its facilities and all relevant records upon reasonable request. Supplier shall cooperate with Husco in connection with any investigation regarding an alleged wrongdoing or breach of this Supplier Code of Conduct.

If Supplier becomes aware of a circumstance or action that violates or appears to violate this Supplier Code of Conduct or Husco's business values, Supplier must immediately contact The Ethics Hotline. The Ethics Hotline is a confidential, third-party service set up to report possible violations of the law, this Code of Conduct, or other Husco policies. Reports or concerns can be submitted online at [www.husco.ethicspoint.com](http://www.husco.ethicspoint.com). All reports will be promptly forwarded to Husco's Corporate Headquarters for investigation and review.

If Husco determines that a Supplier has violated this Supplier Code of Conduct, Supplier must provide information relating to the incident(s) and show within 10 days the actions taken to correct the condition. Husco will follow up on commitments to correct the condition. Husco reserves the right to hold Supplier responsible for reasonable costs of investigating and remedying non-compliance. If Husco determines at any time, in Husco's sole discretion, that a violation of this Supplier Code of Conduct has occurred, or has not been appropriately remedied to Husco's satisfaction, Husco will be permitted to terminate without liability, in whole or in part, all or any contracts, agreements, purchase orders, work orders, and similar business transactions between Husco and Supplier.

