

# Global Vendor Code of Conduct



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## COMMITMENT TO ETHICS AND COMPLIANCE

Hendrickson Holdings, L.L.C., including its subsidiaries, divisions, affiliates and related entities (the “Company”), expects its service providers and suppliers (each a “Vendor”) and their employees, agents and subcontractors (“Representatives”) to share and embrace the Company's desire to conduct business in full compliance with all applicable laws and with high ethical standards.

The Company operates in many countries and has business partners throughout the world. The business practices and actions of Vendor or Vendor’s Representatives may impact and reflect upon the Company, its products, services, reputation and goodwill. Because of this, the Company expects all Vendors and Representatives to comply with this Global Vendor Code of Conduct (“Code”) while conducting business with or on behalf of the Company. All Vendors should educate their Representatives to ensure they understand and comply with the Code.

The Company will conduct business in accordance with all applicable laws and regulations. However, compliance with the law does not comprise the entire ethical responsibility of the Company's directors, officers, employees, agents and vendors. The Code goes beyond compliance with the applicable laws and demands adherence to the guiding values and standards expressed in the Company's policies. This Code is in addition to any specific obligations under the Vendor’s written agreement with the Company. Except where prohibited, the local, state, national and international laws do not supersede the guidelines outlined in this Code.

This Code is intended to lend weight to the interest of the Company, its Vendors and Representatives in upholding fair, sustainable, responsible and ethical principles of conduct. This code applies to all Vendors and Representatives, and their managements and workforces, and is intended to underpin all of the Vendor’s and Representative’s business relationships.

In addition to applicable United States regulations, the ethical guidelines set out in this Code are based primarily on the principles of the General Data Protection Regulations (GDPR), the UN Global Compact, the ILO Conventions, the Universal Declaration of Human Rights, the UN Convention on the Rights of the Child, the Convention on the Elimination of All Forms of Discrimination against Women, and the OECD Guidelines for Multinational Enterprises. This Code’s Sections below constitute minimum standards and are intended to prevent situations that may call into question the integrity of the Company and its Representatives. The Company expects its Vendors and Representatives to have management practices aimed at the goals of those principles.

The Company may amend this Code and/or adopt interpretations or policies and procedures contained in the Code as it deems appropriate and allowed under the law. All material amendments to, and new interpretations of the Code shall be conveyed to its Vendors and Representatives from time to time.

## COMPLIANCE PRACTICES

Vendor and its Representatives will conduct business with or on behalf of the Company in full compliance with the applicable laws of the United States and foreign jurisdictions in which it conducts business, and in a manner that will always reflect the highest standard of ethics. Vendor and its Representatives will:

- ▶ **Trade:** Comply with all applicable trade control laws and all export, re-export and import laws and requirements.
- ▶ **Anti-Trust:** Conduct business in full compliance with applicable antitrust and fair competition laws. In respect of dealings with competitors, such legislation prohibits, in particular, collusion and other activities aimed at influencing prices or conditions, dividing sales territories or customers, or using improper means to obstruct free and open competition. Furthermore, such legislation prohibits agreements between customers and suppliers restricting customers’ freedom to determine their terms and conditions when reselling goods.

- ▶ **Environmental:** Comply with all applicable environmental laws and regulations.
- ▶ **Labor:** Comply with all applicable labor laws. The Company rejects all forms of child labor and forced labor.
- ▶ **Boycotts:** Not participate in any activity that could have the effect of promoting a boycott or restrictive trade practice fostered by a foreign country against customers or suppliers located in a country friendly to the U.S., or against a U.S. person, firm or corporation.
- ▶ **Discrimination:** Combat discrimination in all its forms, within the bounds of applicable law and in particular discrimination against employees on the basis of gender, race, disability, ethnic or cultural origin, religion or other beliefs, age or sexual orientation.
- ▶ **Human Rights:** Respect and support internationally recognized human rights.
- ▶ **Health and Safety:** Protect health and safety at work in accordance with national regulations and commit to continuous improvement of working conditions.
- ▶ **Data Protection:** Not participate in any activity that could violate any of the principal data protection legislation in applicable jurisdictions and abide by the terms and conditions of Company's Data Security and Privacy Addendum, which can be found on Company's Supplier Portal at <https://www.hendrickson-intl.com/suppliers/global-code-of-conduct>.
- ▶ **Anti-Corruption:**
  - Comply with the anti-corruption and anti-money laundering laws of the countries in which the Vendor does business, including the United States Foreign Corrupt Practices Act, the UK Bribery Act, and any similar local regulation.
  - Not participate in bribes or kickbacks of any kind whether in dealings with public officials or individuals in the private sector.
  - Comply with laws governing lobbying, gifts and payments to public officials, political campaign contribution laws and other related regulations.
  - Not directly or indirectly offer or pay anything of value (including travel, gifts, hospitality expenses, and charitable donations) to any individual including government officials or employees, government agencies, political parties, public international organizations, or any candidates for political office for the purpose of inducing the individual to misuse his/her position to obtain or retain business or otherwise improperly promote the business interests of the Company.
- ▶ **Conflict Minerals:** Not provide any goods or components of goods to Company that contain 3TG (tin, tantalum, tungsten and gold) or other minerals that have been sourced from conflict-affected and high-risk areas worldwide. These areas include (1) areas in a state of armed conflict; (2) fragile post-conflict areas; (3) areas with weak or non-existent governance and security, such as failed states; and (4) areas with widespread and systematic violations of international law, including human rights abuses.

## BUSINESS PRACTICES AND ETHICS

Vendor and its Representatives will conduct their business activities with integrity and in accordance with the terms of their written agreement(s) with the Company. Vendor and its Representatives will:

- ▶ **Business Records:** Honestly and accurately complete, record, report, retain and dispose of business information and records in full compliance with applicable legal and regulatory requirements.
- ▶ **Communications:** Not discuss internal Company matters or developments with anyone outside of the Company, except as required in the performance of their work with or on behalf of the Company, and in compliance with applicable laws. This prohibition also applies to inquiries about the Company, which may be made by the media, analysts or others.

- ▶ **Insider Trading:** Not engage in insider trading by buying or selling the Company's or another company's stock when in possession of non-public information about the Company or another company that is not available to the investing public and that could influence an investor's decision to buy or sell stock.
- ▶ **Gifts and Entertainment:** Not offer, give, provide or accept gifts or entertainment to/from the Company's employees, immediate family members of an employee, or an agent of the Company, unless such gift or entertainment is consistent with all of the principles below:
  - is infrequent
  - arises out of the usual course of business
  - is not a cash gift
  - is consistent with customary business practices of the country and industry
  - involves reasonable expense or nominal value
  - cannot be construed as a bribe or payoff
  - does not obligate the recipient in any manner
  - is reasonable and appropriate for the individuals involved and the business at hand
  - does not violate applicable laws or regulations

Written authorization from the Company is required for gifts or entertainment that do not meet the foregoing criteria.

- ▶ **Conflicts of Interest:** Avoid improprieties or conflicts of interests. Vendor and its Representatives will not deal directly or negotiate any Vendor agreement with any Company employee whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the Vendor. In the course of negotiating the Vendor agreement or performing the Vendor's obligations, dealing directly with Vendor's personnel's spouse, domestic partner, or other family member or relative who is employed by the Company is also prohibited. Vendor and its Representatives must disclose to the Company any service it provides (whether as a consultant, employee, officer, director, agent or in any other capacity) to a company that competes with or does or seeks to do business with the Company. Vendor's or any of its Representative's ownership or financial interest in any business enterprise that does or seeks to do business with the Company (as a supplier, customer, lessor, lessee or agent), or is in competition with the Company, may also create the reality or appearance of a conflict of interest and must be disclosed to the Company at the onset of the relationship with the Company or as early as possible when they arise.

## CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

While working with or on behalf of the Company, Vendor and its Representatives may be exposed to and have access to information relating to the Company and its business which is proprietary and confidential to the Company or certain third parties ("Confidential Information"). Vendor and its Representatives will take all reasonable steps and actions necessary to prevent and limit the use or disclosure of any Confidential Information. In addition, all inventions, improvements and discoveries made by Vendor and its Representatives in the course of their work with or on behalf of the Company will be the sole and exclusive property of the Company without additional payment.

### ▶ **Confidential Information:**

Vendor and its Representatives will not disclose to others or use any Confidential Information except for authorized Company business or as may be required by law. "Confidential Information" includes, without limitation, all non-public information relating to the Company's present or planned business activities, pricing, financial data, inventions, designs, trade secrets and know-how, marketing and sales plans, acquisition or divestiture opportunities, research and development information, and customer and supplier information.

Upon Company's request and, in any event, promptly upon the conclusion of their work with or on behalf of the Company, Vendor and its Representatives will deliver to Company, all documents and other materials in their possession relating to the Confidential Information, as well as all other property belonging to the Company, without retaining any copies, notes, photographs or other reproductions.

The obligation to protect the Company's Confidential Information will continue after the conclusion of Vendor's or Representative's work with or on behalf of the Company.

► **Intellectual Property:**

Vendor and its Representatives will communicate to the Company or its designee, and assign to the Company or its designee, their entire right, title and interest (including the right to claim priority under applicable international treaties and regulations) in and to each and every invention, improvement or discovery (whether or not patentable) made, conceived, or reduced to practice by Vendor or its Representatives, individually or jointly with any other person or persons, during their work with or on behalf of the Company. These obligations to assign do not apply to any invention for which no equipment, supplies, facility, or trade secret information of the Company were used, and which were developed entirely on Vendor's or its Representative's own time, unless:

- such invention relates to the business of the Company, or the Company's actual or demonstrably anticipated research or development; or
- such invention results from any work performed by Vendor or its Representatives for the Company.

Vendor and its Representatives will disclose all such inventions, improvements or discoveries promptly and fully to the Company, in order to secure to the Company, its or its designee's rights in such invention, improvement or discovery, including proper patent applications and assignments thereof to the Company or its designee (all at its expense), and preliminary and other statements required in any proceeding in which such patent applications or patents thereon may be involved.

## PROTECTION OF ASSETS

While working with or on behalf of the Company, Vendor and its Representatives may have access to or use of certain Company assets and facilities. Vendor and its Representatives will:

- **Acceptable Use:** Use the physical and intellectual assets of the Company, including property, supplies, consumables and equipment, and other Company-provided information technology and systems (including e-mail, Internet and voicemail) only for Company business and only when use is authorized by the Company.
- **Unauthorized Use:** Not use Company-provided technology and systems to (i) create, access, store, print, solicit or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate, or (ii) send any false, derogatory, or malicious communications.
- **Ownership:** Not remove assets or systems from Company facilities. These assets and systems, and all communications, information and data stored, transmitted or received on Company-owned or leased equipment is and will remain the Company's property.
- **Security:** Comply with all Company requirements for maintenance of passwords, confidentiality, security, and privacy procedures, including without limitation, those related to the Company's internal corporate network, systems and buildings. The Company may monitor all use of its corporate networks and systems and access all communications, information and data stored, transmitted or received using the Company's networks and systems.
- **Data Protection:** Not participate in any activity that could violate any of the principal data protection legislation in applicable jurisdictions.

- ▶ **Intellectual Property Rights:** Comply with the intellectual property ownership rights of the Company and third parties, including but not limited to copyrights, patents, trademarks and trade secrets, and use only information technology and software that has been legitimately acquired and only in accordance with the applicable license terms of use.

## EMPLOYMENT PRACTICES

Equal employment opportunity practices are integral to the Company's daily activities and extend to all aspects of employment including recruitment and hiring, compensation, promotion and demotion, transfer, training and development, termination, layoff, discipline, and work assignment. The Company expects its Vendors to share its commitment to providing equal employment opportunities without regard to race, color, religion, ethnicity, gender, national origin, disability, age, sexual orientation, veteran's status or any other legally impermissible factor. Vendor will conduct its employment practices in full compliance with all applicable laws and regulations. Vendor and its Representatives (where applicable) will:

- Support the Company's policy of compliance with applicable laws and regulations regarding health, safety and process risk management. Vendor and its Representatives are expected to abide by all Company safety rules and practices, assume responsibility for taking the necessary precautions to protect themselves and co-workers, and promptly report any unsafe practices or conditions to the Company. We are committed to providing a safe and healthy work environment for colleagues and visitors to our facilities. Vendor and its Representatives are also expected to report defective products and do whatever possible to ensure that the Company provides quality products to its customers.
- Report to work in condition to perform their duties, free from the influence of illegal drugs or alcohol. The Company prohibits the use, possession, distribution, and/or sale of illegal drugs or alcohol while on Company owned or leased property. The Company reserves the right to conduct medical screens for illegal drugs or alcohol or to search lockers, desks, or other property on its premises within the provisions of applicable laws.
- Comply with all applicable wage/hour laws and regulations, including those relating to minimum wages, working hours and overtime pay.
- Comply with applicable monitoring and communications laws and regulations.
- Cooperate with the Company's commitment to a workplace free of violence. The Company expects Vendor and its Representatives to resolve any differences through discussion and, if necessary, through the assistance of a Company representative. The Company will not tolerate violence of any kind in the workplace.
- Maintain employee records in accordance with applicable laws and regulations.
- Cooperate with the Company's commitment to a workforce free of unlawful discrimination.

### ▶ **Child Labor, Forced Labor, and Human Trafficking:**

Forced labor can take many forms, including human trafficking, slavery, and child labor. These are pervasive problems throughout the world with no effective international agreements that define the practice or create enforcement mechanisms against them. As a global employer and purchaser of goods and services, Company is committed to (i) a work environment that is free from human trafficking, forced labor and unlawful child labor, and (ii) promoting lawful and ethical employment practices.

- **"Child Labor":** Harmful child labor consists of the employment of children that is economically exploitative or is likely to be hazardous to or interfere with the child's education, or to be harmful to the child's health, or physical, mental, spiritual, moral, or social development.
- **"Forced Labor":** Forced labor is any and all work or service which is exacted from any person under the threat of force or penalty for its non-performance, and for which the worker does not offer himself or herself voluntarily.

- **“Human Trafficking”:** The U.S. Government and international conventions broadly defines trafficking in persons as all conduct involved in reducing a person to or maintaining a person in a state of compelled service for sex or labor. Human trafficking includes the recruitment, transportation, transfer, harboring or receipt of persons, by means of threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power or a position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation.

The Company created this policy statement against child labor, forced labor, and human trafficking and requires its Vendors to comply. Vendor and its Representatives will:

- Comply with minimum age requirements and maximum hours of daily labor as prescribed by applicable laws.
- Not knowingly use, and will prohibit the use of, directly or indirectly, any involuntary labor, human trafficked or slave labor in any of its operations or activities.
- Certify that it is in compliance with this policy and Vendor shall indemnify and hold Company harmless from any liability arising from Vendor’s or its Representatives’ violation of this policy or of any relevant applicable laws and regulations.

Vendor and its Representatives have a responsibility to report violations to the Company’s Code of Conduct Hotline, or to the Global Human Trafficking Hotline at 1-844-888-FREE or [help@befree.org](mailto:help@befree.org).

## **WORKPLACE HARASSMENT**

We all have the right to work in an environment that is free from intimidation, harassment and abuse. Prohibited workplace harassment is any unwelcome or unwanted conduct based on an individual’s race, color, religion, ethnicity, gender, national origin, disability, age, sexual orientation, veteran status or any other legally protected status, or unreasonably interferes with job performance, or creates an intimidating, hostile or offensive working environment. Vendor and its Representatives (where applicable) will cooperate with the Company’s commitment to a workplace free of harassment. Any incidents reported to the Company will be investigated promptly by the Company with sensitivity to confidentiality to the extent practical. Vendor is expected to cooperate in such investigations. The Company will not tolerate threats or acts of retaliation against anyone for using the complaint channels or cooperating in an investigation. The Company will terminate its relationship with any Vendor who is found:

- to have engaged in conduct in violation of Company policies
- to have misused their positions of authority in this regard
- to be uncooperative during an investigation
- to have made a knowingly false complaint
- to have retaliated against someone for reporting or providing information about a claim

## **VENDOR COMPLIANCE**

It is the responsibility of each Vendor to ensure that its Representatives understand and comply with this Code and to inform its Company contact (or a member of the Company's management) if and when any situation develops that causes the Vendor or any Representative to operate in violation of this Code. Each Vendor is expected to self-monitor its compliance with this Code. Upon Company’s request and subject to applicable laws, Vendor will permit Company and its authorized representatives to, during normal business hours, audit Vendor’s books and records to assess Vendor’s compliance with this Code. In addition to any other rights the Company may have under its written agreement with Vendor or applicable law, the Company may request the immediate removal of any Representative who behaves in a manner that is unlawful or inconsistent with this Code or any other applicable Company policy.

The Company will not tolerate violation or circumvention of any laws of the U.S. or a foreign country by a Vendor or its Representatives. Nor will the Company tolerate the disregard or circumvention of corporate

policy or the engagement in unethical dealings in connection with the Company’s business. The Company will terminate its relationship with any Vendor who fails to comply with this Code or fails to cooperate with any related investigation.

Vendor agrees that its Representatives will fully comply with the Company’s policies, practices and rules including this Code. Vendor is responsible for the actions of its Representatives. Additionally, the Vendor’s Representatives may be required to sign an Acknowledgement at the request of the Company acknowledging that the Vendor’s Representative agrees to the terms of this Code.

## **CUSTOMER CODES OF CONDUCT**

If Vendor is hired by Company on behalf of a customer, the Company also expects that such Vendor and its Representatives will comply with all applicable rules, policies, procedures or codes of conduct maintained by the customer, which will be provided to them, including if they are more restrictive than the provisions of this Code. If any actual or perceived conflict exists between this Code and any codes of conduct maintained by a customer, Vendor and its Representatives are expected to work with Company and the customer to resolve the situation in a mutually satisfactory manner.

## **NO THIRD-PARTY RIGHTS**

This Code does not confer, nor will it be deemed to confer, any rights on the part of third parties, including any third-party beneficiary rights. For example, no Representative of Vendor will have any rights against the Company by virtue of this Code, nor will such Representative have any rights to cause the Company to enforce any provisions of this Code, the decision with respect to any such actions being reserved by the Company in its sole discretion. Additionally, neither the execution of this Code by Vendor or its Representatives nor any of the terms included herein will create an employment relationship between the Company and Vendor or any Representative.

## **REPORTING POSSIBLE VIOLATIONS**

The Company encourages Vendor and its Representatives to promptly report any questionable behavior or possible violation of the Code to their primary Company contact. Alternatively, suspected violations of the Code may be reported to the Company through the Company’s Code of Conduct Hotline. Please note that the Company’s Code of Conduct Hotline in each jurisdiction shall comply with the applicable law and regulations in that relevant jurisdiction.

The Hotline is available 24 hours, seven days a week. Trained specialists from an independent third-party provider of corporate compliance services will answer your call, document your concerns, and forward a written report to the Vice President of HR and the Director of Organization Development. They will assign the appropriate investigators to quickly and professionally address your concerns.

When contacting the Hotline, you may choose to remain anonymous unless we are legally required by law to report the concern. All reports will be treated equally whether they are submitted anonymously or not.

| <b>COUNTRY</b>           | <b>HOTLINE NUMBER</b> | <b>COUNTRY ACCESS NUMBER</b> |
|--------------------------|-----------------------|------------------------------|
| United States and Canada | 866.630.7399          | N/A                          |
| Australia                | 1.800.20.8932         | N/A                          |
| Australia                | 1.800.14.1924         | N/A                          |
| Austria                  | 855.299.8603          | 0.800.200.288                |

|  |                  |                |
|--|------------------|----------------|
| China: North-Beijing CNGC                            | 855.299.8603     | 108.888        |
| China: North-Beijing CNGC<br>(in Mandarin)           | 855.299.8603     | 108.710        |
| China: South-Shanghai China<br>Telecom               | 855.299.8603     | 108.11         |
| China: South-Shanghai China<br>Telecom (in Mandarin) | 855.299.8603     | 108.10         |
| France   | 0800.90.2418     | N/A            |
| Germany  | 855.299.8601     | 0.800.225.5288 |
| India  | 855.299.8601     | 000.117        |
| Mexico   | 001.800.613.2737 | N/A            |
| Romania  | 855.299.8601     | 0808.03.4288   |
| United Kingdom                                       | 0808.234.7051    | N/A            |
| Poland   | 00.800.151.0316  | N/A            |

After you make a report, you will receive an identification number so you can follow up on your concern. Any report you make will be kept confidential by all individuals involved with reviewing and, if necessary, investigating it.

Following up is especially important if you have submitted a report anonymously, as we may need additional information in order to conduct an effective investigation. The identification number will enable you to track the resolution of the case; however, please note that out of respect for privacy, we will not be able to inform you about individual disciplinary actions.

## **PREVENTING RETALIATION**

You can report ethical violations in confidence and without fear of retaliation. The Company will not tolerate any retaliation taken against any individual who has, in good faith, sought out advice or has reported questionable behavior and/or a possible violation of this Code. Reports of retaliation will be thoroughly investigated and dealt with appropriately.

\* \* \* \* \*

The Company thanks its Vendors and their Representatives for their cooperation with this important Code of Conduct and looks forward to a mutually beneficial relationship based on the highest levels of ethical behavior.