



SUPPLIER CODE OF CONDUCT

2024

SUPPLIER CODE OF CONDUCT

TABLE OF CONTENTS

1. PURPOSE	2
2. REFERENCE DOCUMENTS	2
3. DEFINITIONS	2
4. REQUIREMENTS	3
5. CODE OF CONDUCT	3
A. SOCIAL STEWARDSHIP	3
1. Forced Labor and Slavery	3
2. Child Labor	3
3. Legal Working Hours, Wages, and Benefits	3
4. Freedom of Association	3
5. Discrimination and Harassment	4
6. Health and Safety in the Workplace	4
7. Respect and Support for Local Communities	4
8. Responsible Sourcing	4
B. ENVIRONMENTAL STEWARDSHIP	4
1. Environmental Permits and Reporting	4
2. Responsible Management of Resources and Waste	5
3. Product Safety	5
C. GOVERNANCE	5
1. Conflicts of Interest	5
2. Gifts and Entertainment	5
3. Training & Communication	5
4. Worker Feedback, Participation and Grievance	5
5. Government Interaction	5
6. Fair Business, Advertising and Competition	6
7. Intellectual Property	6
8. Careful Communication and Social Media	6
9. Acceptable Electronic Usage	6
10. Security and Proper Use of SRG Global Property	6
11. Implementation, Monitoring and Compliance	6
6. QUESTIONS OR CONCERNS	7
7. APPENDICES	7

1. PURPOSE

SRG Global is committed to conducting all affairs lawfully and with integrity. The [Koch Code of Conduct](#) establishes standards to ensure that working conditions are safe, that Workers are treated with respect and dignity, and that business operations are environmentally responsible and conducted ethically. This commitment extends throughout our global organizations, no matter where in the world we do business. Relationships with Suppliers who demonstrate they share this commitment are a key part of SRG Global's continued success.

2. REFERENCE DOCUMENTS

- Koch Code of Conduct (<https://codeofconduct.kochind.com>)
- Koch Stewardship Framework ([Stewardship | Koch Industries](#))
- SRG Global General Terms and Conditions of Purchase of Production Goods ([Supplier Portal \(guardian.com\)](#))
- Guardian Industries Terms and Conditions for Purchase of Non-Production Goods or In-Plant Services ([Supplier Portal \(guardian.com\)](#))
- Guardian Industries Position Statement on Responsible Sourcing ([Responsible Sourcing \(guardian.com\)](#))
- Code of Conduct for Suppliers Certification Form
- Guardian Industries Supplier Quality Manual ([Supplier Portal \(guardian.com\)](#))

3. DEFINITIONS

3.1 Child Labor

Refers to any person under the age for completing compulsory education, under the minimum age for employment in the country, or under the age of 15, whichever is greatest.

3.2 Forced Labor

All work or service that a person has not offered to do voluntarily and is made to do under the threat of punishment or retaliation or is demanded as a means of repayment of debt.

3.3 Indentured Labor

A Worker under contract to work (for a specified amount of time) for another person, often without any pay, but in exchange for accommodation, food, other essentials and/or free passage to a new country.

3.4 No Retaliation Policy

Anyone who reports, in good faith, a suspected violation of legal or ethical responsibilities, or who asks questions regarding these responsibilities, should not be subject to embarrassment or retaliation. "Good faith" does not mean that a reported concern must be correct, but it does require that you believe you are providing complete and truthful information when you report a concern or ask a question.

3.5 Involuntary Prison Labor

Work that is involuntarily performed by incarcerated people while serving a term in prison. Involuntary Prison Labor is considered as un-free labor.

3.6 Supplier

An organization that provides goods and/or services to SRG Global. This includes, without limitation, organizations providing contract labor and subcontractors. May also be known as a "Third Party".

3.7 Worker

All individuals directly employed or contracted by a company, including directors, executives, managers, supervisors, and Workers.

4. REQUIREMENTS

All Suppliers to SRG Global shall comply with all applicable legal requirements and, where appropriate, conform to additional requirements specified by our customers. If the requirements in this Code are more prescriptive (stricter) than local laws, then these requirements should be followed. Likewise, if local laws are more prescriptive (stricter), then they should be followed.

SRG Global expects its Suppliers to communicate the Code to their employees and their own Suppliers, and for their employees and Suppliers to adhere to the terms within.

Suppliers shall be familiar with, and conform to, all additional Supplier requirements documents referenced on the SRG Global Supplier portal, wherever these requirements are considered applicable based on the products and/or services provided to SRG Global by the Supplier.

5. CODE OF CONDUCT

A. SOCIAL STEWARDSHIP

SRG Global strives to make people's lives better through the products we make, support for the communities in which we live and work, maintaining quality work environments, and sourcing responsibly. This applies to all Workers: temporary, migrant, student, contract, direct employees, and any other type of Worker. In working with SRG Global, our Suppliers commit to the following:

1. Forced Labor and Slavery

SRG Global does not support the use of Forced Labor, Indentured Labor, Involuntary Prison Labor, or any other form of modern slavery. Our Suppliers shall ensure that they are not participating in, nor otherwise supporting, any type of Forced Labor. All recruiting and employment selection practices must be conducted in compliance with applicable local laws and any applicable collective bargaining agreements.

2. Child Labor

The use of Child Labor is prohibited for any Supplier producing product for SRG Global. The company will not employ underage individuals as defined by applicable Child Labor laws. Employees will not be permitted to work in a position where they are younger than the minimum legal age, as established by applicable law or regulation, for employment in that job.

3. Legal Working Hours, Wages, and Benefits

As advocates for the principles of human progress, SRG Global is committed to incorporating these main beliefs into our business functions. Suppliers are required to meet regulatory obligations and any applicable collective bargaining agreement obligations regarding minimum wage, maximum hours, and overtime practices and pay. Suppliers must provide all legally-required breaks, meal periods, benefits, and periods of leave, including those within collective bargaining agreements, to their employees.

4. Freedom of Association

SRG Global complies with applicable laws and regulations related to an employee's

choice to join, or refrain from joining, any legally sanctioned association or organization. Suppliers will not interfere, with or without the use of private security forces, with any Worker organization nor discriminate against their Workers for their pursuit of collective bargaining.

5. Discrimination and Harassment

Unlawful discrimination and/or harassment will not be tolerated at SRG Global. We prohibit discrimination and harassment on any protected basis under applicable law, including, but not limited to color, race, religion, gender or gender identity, sexual orientation, national origin, citizenship, ethnicity, age, disability, pregnancy, veteran status, or genetic information. SRG Global expects Suppliers to implement similar protections for their Workers. Suppliers shall grant equal employment opportunity in all aspects of employment, including hiring, promotions, training, and compensation decisions. The Supplier should foster an environment that allows for easy flow of communication from the work force to management without fear of reprisal or retaliation.

6. Health and Safety in the Workplace

SRG Global puts the safety of our employees and others as our highest priority, no matter the urgency of the work to be done. SRG Global requires the same level of performance from contractors, vendors, visitors and other third parties in our facilities as we do from our employees. Suppliers must comply with all applicable workplace safety regulations including but not limited to, proper protective equipment, training and equipment safeguards.

7. Respect and Support for Local Communities

SRG Global seeks to create a positive difference in the communities where we live and work. Suppliers to SRG Global will not participate in land theft or unlawful eviction from land, forests, and waters to further their business. Respect for local communities and indigenous peoples shall be passed through the value chain by Suppliers. While not a part of SRG Global's processes or related value chain, we intend for these requirements to also apply to the welfare of animals in impacted communities.

8. Responsible Sourcing

SRG Global is committed to sourcing in a socially responsible manner and avoids knowingly using goods, services or raw materials such as tin, tungsten, tantalum or gold ("3TGs" or "Conflict Minerals") or cobalt and mica ("Extended Minerals") that support or fund inhumane treatment, including human trafficking, slavery, Forced Labor, Child Labor, torture and war crimes.

Please refer to the [Guardian Industries Position Statement on Responsible Sourcing](#) for applicable requirements.

B. ENVIRONMENTAL STEWARDSHIP

At SRG Global, we practice environmental stewardship by applying bottom-up solutions across our environmental priorities. Suppliers to SRG Global are partners in these efforts and are expected to responsibly manage their environmental performance, perform operations in compliance with applicable laws and regulations, and work to improve efficiencies.

1. Environmental Permits and Reporting

All Suppliers are to obtain, maintain, and keep current their environmental permits, approvals, and registrations, and all applicable operational and reporting requirements are to be followed.

2. Responsible Management of Resources and Waste

Suppliers will ensure that resources such as energy, water, and materials are used and reused in a responsible manner. Suppliers are expected to properly mark and/or label the products supplied to SRG Global, minimize their own wastes, and ensure proper disposal of the wastes they generate.

3. Product Safety

Suppliers are to adhere to all applicable laws, regulations, and customer requirements regarding the prohibition or restriction of specific substances in products and manufacturing, including, but not limited to, labeling for recycling and disposal.

C. GOVERNANCE

SRG Global has strict processes aimed at compliance with all applicable laws wherever we operate. Integrity, compliance, and responsibility at all levels of the organization are key to how we conduct business. In working with SRG Global, our Suppliers agree to the following expectations:

1. Conflicts of Interest

SRG Global expects business decisions to be made in the best interest of the company. Any situation that creates or appears to create a conflict between personal interests and the interests of SRG Global shall be avoided.

2. Gifts and Entertainment

Gifts and entertainment are not needed in order to conduct business with SRG Global and may lead or appear to lead to a conflict of interest. Therefore, we would ask that no gift or entertainment should be provided or offered. SRG Global employees, with very few specifically approved exceptions, are prohibited from receiving gifts and entertainment provided by Suppliers. Suppliers who intentionally abuse this request may be removed from the list of approved Suppliers.

3. Training & Communication

Suppliers shall have a process for communicating clear and accurate information about Supplier's policies, practices, expectations, and performance to Workers, Suppliers, and customers. Suppliers shall implement programs to train managers and Workers on the Supplier's policies, procedures, and improvement objectives and to meet applicable legal and regulatory requirements.

4. Worker Feedback, Participation and Grievance

Suppliers shall have ongoing processes, including an effective grievance mechanism, to assess Workers' understanding of and obtain feedback on or violations against practices and conditions covered by this Code and to foster continuous improvement. Workers must be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.

5. Government Interaction

Suppliers are not authorized to interact with government agencies or officials on behalf of SRG Global, this includes submissions either written or verbal, without express written permission from a SRG Global authorized representative. Refer to the [SRG Global General Terms and Conditions of Purchase of Production Goods](#) and [Terms and Conditions for Purchase of Non-Production Goods \(Including Equipment\) or In-Plant Services](#) for additional information.

6. Fair Business, Advertising and Competition

SRG Global believes in free and open competition, and strictly abides by all applicable fair competition and antitrust laws in the many countries where SRG Global conducts business. Suppliers are expected to comply with all applicable laws and regulations regarding fair competition, advertising and antitrust.

7. Intellectual Property

Use of Intellectual Property between the Supplier and SRG Global is defined and limited. Refer to the [SRG Global General Terms and Conditions of Purchase of Production Goods](#) and [Terms and Conditions for Purchase of Non-Production Goods \(Including Equipment\) or In-Plant Services](#) for these requirements.

8. Careful Communication and Social Media

Suppliers are expected to communicate in relation to SRG Global's business or with SRG Global employees in a responsible manner, consistent with the business purpose of such communication. In all instances, communications shall be truthful and shall avoid exaggeration, speculation, inappropriate language and derogatory remarks or characterizations. This applies to communications of all kinds, whether written or verbal. Written business communications with SRG Global should only be conducted via authorized business tools. Suppliers shall receive specific authorization from authorized representatives of SRG Global to make any statement related to SRG Global to any media representative, or in any social media environment.

9. Acceptable Electronic Usage

SRG Global may provide Suppliers with certain IT and communication tools (e.g., computer, e-mail, Instant Messaging, network access), as appropriate for the Suppliers' activities on behalf of SRG Global. Regardless of which IT or communication tools are provided, Suppliers shall use them in an acceptable manner and for proper business purposes. This applies to all communications related to SRG Global business or involving SRG Global employees, regardless of whether the communication is via a SRG Global-owned device or otherwise. Inappropriate uses of electronic communication tools include:

- Accessing, distributing or storing materials that could be considered unethical, inappropriate, offensive, disrespectful or abusive to others.
- Sending, receiving, forwarding or copying information in violation of copyright laws.
- Conducting illegal activities or outside business in conflict with responsibilities to SRG Global.
- Misrepresenting oneself as another individual or as a SRG Global employee.

10. Security and Proper Use of SRG Global Property

Refer to the [SRG Global General Terms and Conditions of Purchase of Production Goods](#) and [Terms and Conditions for Purchase of Non-Production Goods \(Including Equipment\) or In-Plant Services](#) for these requirements.

11. Implementation, Monitoring and Compliance

Each Supplier shall establish procedures for ensuring conformance with these terms. Suppliers shall either certify conformance to this Code of Conduct in writing or

electronically by either signing a form provided by SRG Global or providing verification of their own robust Code of Conduct. Suppliers are expected to inform SRG Global within a reasonable time if they become aware of non-compliant practices that may create risk for SRG Global whilst conducting business on our behalf.

11.1. Investigation of Reports

Suppliers are expected to cooperate fully with SRG Global investigative efforts. To the extent appropriate, confidentiality will be maintained consistent with SRG Global's legal and ethical responsibilities.

11.2. Corrective Action

If SRG Global's investigation substantiates a legal or ethical violation, corrective action will be implemented. Any Supplier who violates the law or this Code will be subject to appropriate remedial action, taking into consideration the contractual terms in effect between SRG Global and the Supplier.

11.3 Audit and Assurance

Periodic self-evaluations are expected by Suppliers to ensure conformity to legal and regulatory requirements, the content of this Code of Conduct, and customer contractual requirements related to social and environmental responsibility. As part of its Supplier audit program, SRG Global may also request to audit Supplier facilities, with reasonable notice. If major non-compliances to this Code are discovered and are not rectified by the Supplier within appropriate timeframes specified by SRG Global, SRG Global reserves the right to remove the Supplier from the SRG Global Approved Vendor List.

Refer to the [SRG Global General Terms and Conditions of Purchase of Production Goods](#) and [Terms and Conditions for Purchase of Non-Production Goods \(Including Equipment\) or In-Plant Services](#) for specific details.

12. Exceptions

The Code will be used as the foundation for global labor and employment, environmental, health and safety, and compliance and ethics practices for all Suppliers. Therefore, any exceptions to the Code must be approved by the SRG Global Procurement Leadership.

6. QUESTIONS OR CONCERNS

SRG Global strongly encourages any Supplier who feels pressured by a SRG Global employee or another Supplier to violate the Code to promptly raise concerns to the Guideline ([SRG Global Guideline](#)) to raise a concern or ask questions about ethical behavior, any potential or actual violations of a law, company policy or standard.

The Guideline is a secure, confidential reporting system operated by an independent third-party, on behalf of SRG Global. The Guideline is available 24 hours a day and allows for anonymous reporting by employees or any third party, where allowed by law. Retaliation against anyone who in good faith raises a concern or participates in a compliance review is prohibited.

7. APPENDICES

None