



ROHRER CORPORATION SUPPLIER CODE OF CONDUCT

I. PURPOSE AND APPLICABILITY

Rohrer Corporation (“**Rohrer**”) is committed to integrity and compliance in everything we do. As part of that commitment, Rohrer expects its suppliers to ensure that they provide their employees a safe working environment, that they treat their workers with dignity and respect, that they engage in environmentally sound and sustainable manufacturing processes, and that they comply with the law in all countries in which they conduct business. Suppliers are expected to foster a culture where employees and managers can communicate openly and raise concerns without fear of retaliation, intimidation, or harassment.

Rohrer’s Supplier Code of Conduct (“**Code**”) sets forth Rohrer’s commitment to integrity and compliance within its global supply chain. We expect all of our suppliers to adhere to the Code and to ensure these requirements are met within their supply chain. The awareness and adherence to this Code by Suppliers ensures that Rohrer meets its own commitments to Rohrer’s customers. Adherence to the requirements set forth in the Code will be considered in making sourcing decisions. Failure to comply with the Code may result in termination as a Rohrer supplier and is considered a breach of a supplier’s contract with Rohrer.

II. COMPLIANCE WITH LAWS AND REGULATIONS

Suppliers that produce goods for Rohrer or provide services to Rohrer must, at all times, comply with the laws of the countries in which they operate and with all other applicable laws, rules, and regulations, including those related to labor, worker health and safety, and the environment. Further, Rohrer expects its suppliers to conduct business honestly, ethically, and in a way that reflects positively on Rohrer.

While suppliers must comply with all applicable laws and regulations, the following are a few examples of important areas of legal compliance:

A. Bribery/Corruption of Government Officials

Suppliers must follow all anti-bribery laws and educate their employees about compliance with these laws, including the U.S. Foreign Corrupt Practice Act, the U.K. Bribery Act of 2010 and similar anti-corruptions laws. This includes compliance with anti-bribery laws concerning maintaining accurate books and records.

B. Sanctions and Export Controls

As a U.S.-based company, Rohrer is subject to U.S. laws that regulate, restrict, sanction and sometimes prohibit financial transactions and other business dealings with certain countries, entities, and individuals. There are also controls on the exports and re-exports of goods, software, and technology that originates in the U.S. or that contain U.S. parts, components, or assemblies.



Other countries and jurisdictions may also place relevant restrictions on dealings with restricted parties or exporting certain items. Suppliers must be aware of U.S. and non-U.S. restrictions and not take action that violates applicable sanctions or export controls.

C. Fair Competition/Antitrust Compliance

Suppliers must comply with all applicable antitrust laws and regulations. Such laws deal with agreements among competitors, agreements with resellers, price discrimination, and other acts or situations that may unfairly reduce competition. If a supplier is under investigation for actions related to antitrust laws, it must notify Rohrer immediately.

D. Supply Chain Transparency

Suppliers must follow all applicable supply chain transparency laws throughout the world and educate their employees about compliance with these laws.

E. Conflict Minerals/Materials Procurement

Suppliers must obtain materials with full deliberation and care to avoid the procurement or usage of materials which are unlawful or which are obtained through unethical or otherwise unacceptable means. (such as, but not limited to, “conflict minerals”¹).

Rohrer expects its suppliers and vendors to notify Rohrer:

- If the items they supply contain “conflict minerals” which include gold, wolframite, cassiterite, columbite-tantalite and their derivative metals, which include tin, tungsten and tantalum. Suppliers must source conflict minerals responsibly and provide sufficient data, including supporting due diligence records, demonstrating they have ensured that, to the extent they use conflict minerals in the products they provide to Rohrer, the procurement of those conflict minerals does not support these armed groups and are DRC Conflict Free. Rohrer expects suppliers to work with their own supply chain to discontinue procurement of any materials sourced in a manner that supports such armed conflicts if usage is detected.
- If they use any raw materials or source goods that could be in violation of the Uyghur Forced Labor Prevention Act.² Suppliers must source raw materials and goods in a manner that complies with the UFLPA and must cooperate with Rohrer in responding to any

¹ As described in the Dodd-Frank Act, conflict minerals Tin, Tungsten, Tantalum, and Gold, and their derivatives, originating from the Democratic Republic of the Congo and neighboring countries that have directly or indirectly contributed to the financing of armed groups.

² The Uyghur Forced Labor Prevention Act (Public Law No. 117-78), also known as the UFLPA, creates a presumption that goods manufactured wholly or in part in the Xinjiang Uyghur Autonomous Region are manufactured with forced labor and therefore prohibited for importation into the United States. Guidance for companies to conduct due diligence and to demonstrate that their goods are not made with forced labor can be found at <https://www.cbp.gov/trade/forced-labor/UFLPA>.



inquiries from U.S. government officials regarding compliance with forced labor restrictions and the UFLPA.

F. Product Quality, Safety, and Counterfeit

Rohrer is committed to producing high-quality and safe products. Suppliers involved in any aspect of developing, handling, packaging or storing our products are expected to:

- Know and comply with the product quality standards, policies, specifications and procedures that apply to the products produced at your location.
- Follow and adhere to good manufacturing practices and testing protocols.
- Comply with all applicable federal, state, and local safety laws and regulations.
- Report issues immediately to Rohrer that could negatively affect the quality or public perception of a Rohrer product.
- Facilitate the delivery of a product whose quality meets or exceeds the contract requirements.

Effective processes should be in place to detect counterfeit parts and materials, provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

III. EQUAL EMPLOYMENT OPPORTUNITY AND TREATMENT OF OTHERS

A. Diversity and Inclusion

Rohrer believes in the value of diversity and endeavors to create and foster an inclusive workplace. To that end, Rohrer expects suppliers to employ workers based on the following standards:

- A worker's employment, wages, and benefits should not be based on race, color, gender, nationality, religion, age, maternity, sexual orientation, gender identity and/or expression, or marital status.
- Suppliers should demonstrate best efforts to achieve a level of diversity in the workforce that reflects the communities in which it operates.

B. Fair Treatment

Suppliers shall commit to a workplace free of harassment and unlawful discrimination. Examples of conduct that could be characterized as "harassment" include, without limitation, threatening or subjecting workers with harsh or inhumane treatment, sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, and unreasonable restrictions on entering or exiting company-provided facilities.



Employees should be treated with dignity and respect. For that reason, suppliers must have and enforce a policy that prohibits inappropriate conduct in the workplace. Suppliers should also have a process for anonymous disclosures, investigation, and resolutions of incidents that breach the policy.

C. No Involuntary Labor or Human Trafficking

Suppliers shall not traffic in persons or use any form of slave, forced, bonded, indentured, or involuntary prison labor. This includes the transportation, harboring, recruitment, transfer, or receipt of labor by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of exploitation. Suppliers may not engage improperly in any of the following conduct which are considered the key indicators of forced labor by the International Labor Office:³

- Abuse of vulnerability;
- Deception;
- Restriction of movement;
- Isolation;
- Physical and sexual violence;
- Intimidation and threats;
- Retention of identity documents;
- Withholding of wages;
- Debt bondage;
- Abusive working and living conditions;
- Excessive overtime.

Suppliers shall not source materials or services from sub-suppliers or other third parties that engage in involuntary labor or human trafficking.

D. Child Labor

Suppliers must comply with all applicable laws regarding the use of child labor, including those related to hiring, wages, hours worked, overtime, and working conditions.

Only workers who meet the applicable minimum legal age requirement in the country where they are working or are at least 14 years old, whichever is greater, may be hired by a supplier. (Vocational or developmental programs for young people may be exempted from these age requirements.)

Suppliers should encourage eligible workers, especially younger workers, to participate in the supplier's work-study programs and government-sponsored educational programs.

³ More information regarding the 11 indicators of forced labor identified by the ILO may be found at [wcms_203832.pdf \(ilo.org\)](#).



Suppliers must maintain official documentation that verifies a worker's date of birth, employment history, and training history.

E. Wages and Hours

Suppliers must comply with all applicable laws regarding working hours, wages, and overtime pay.

When overtime is required, suppliers should conduct operations in ways that limit overtime to a level that ensures humane and productive working conditions.

As a general rule, workers should have at least one day off in seven, and suppliers should not require, on a regularly scheduled basis, a work week in excess of 60 hours.

Workers must receive paid annual leave and holidays as required by local law.

F. Freedom of Association

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

G. Political Activity

Rohrer restricts the use of its name in political activity. Suppliers must not use Rohrer's name in connection with any political activity, including legislative or referendum campaigns.

H. Subcontractor Compliance

Suppliers agree that any workers supplied by subcontractors to work at the Supplier's facilities will be treated in a manner consistent with the principles set forth in this Code.

IV. WORKING CONDITIONS

A safe environment for all workers is a critical component of an effective relationship between Rohrer and its suppliers. To that end, suppliers must adhere to the following guidelines:

- Suppliers must comply with all applicable laws regarding working conditions, including worker health and safety, sanitation, fire safety, risk protection, and electrical, mechanical, and structural safety.
- Suppliers' work environment(s) should be well lighted, ventilated, and free from temperature extremes.
- Suppliers' work environment(s) must include sufficient, clearly marked exits that allow workers to evacuate in an orderly fashion in the event of an emergency, and suppliers should hold evacuation drills periodically to ensure that workers know what to do in the



event of an emergency. Suppliers should ensure that exits remain accessible and unlocked during working hours.

- Suppliers must outfit its equipment with operational and safety devices and must inspect and service that equipment on a regular basis.
- Suppliers should have strict procedures that prevent the use of illegal drugs or alcohol in the workplace and that prohibit impaired employees from working.
- Suppliers should provide workers with, and ensure they properly use, appropriate personal protective equipment.
- Suppliers must maintain clean and sanitary bathroom facilities and not place unreasonable restrictions on their usage during working hours.

V. ENVIRONMENT

Suppliers must comply with all applicable environmental laws, regulations, and standards. If these requirements are less stringent than Rohrer's requirements, suppliers are encouraged to meet the following standards:

- Suppliers must maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits.
- Suppliers should have procedures for notifying authorities in case of an accidental discharge or release of hazardous materials into the environment, or in the case of any other environmental emergency.
- Suppliers must store hazardous and/or combustible materials in secure and ventilated areas and dispose of them in a safe and legal manner.
- Suppliers must comply with regulated substance and product content specifications, including laws requiring the identification, prohibition, or limited use of specific substances.
- Suppliers should establish and maintain programs directed at minimizing industrial waste and pollution and encourage recycling.

VI. CONFLICTS OF INTEREST

Suppliers must conduct business in a manner that is open, honest, and transparent. Suppliers must avoid conflicts of interest. There is the potential for a conflict of interest if an employee of a supplier or his/her family member has a relationship with a Rohrer employee who can make decisions that will affect the supplier's business. Suppliers must disclose such relationships and any other potential conflicts of interest to Rohrer.

VII. INFORMATION SECURITY AND INTELLECTUAL PROPERTY

The secure use and distribution of confidential and proprietary information and data in the workplace is critical to Rohrer and its suppliers' success in a competitive marketplace. Therefore,



suppliers must maintain physical and electronic security for all confidential information, and employees of suppliers should use care in protecting confidential and/or proprietary information of any kind. If confidential and/or proprietary information is to be exchanged or discussed, Rohrer and supplier must first ensure that they have signed and are in compliance with a confidentiality and/or non-disclosure agreement.

Suppliers must safeguard Rohrer's intellectual property as well as the intellectual property rights of its other customers. Suppliers must also ensure that its suppliers respect Rohrer intellectual property rights and immediately report to Rohrer any violations of Rohrer's intellectual property rights. Supplier should take appropriate steps to ensure that it does not supply any counterfeit or defective parts to Rohrer.

Suppliers must protect any information and property entrusted by Rohrer to Suppliers, including, without limitation, any drawings, plans, specifications, policies, procedures, manuals, trade secrets and other confidential or proprietary information, software, technology or other intellectual property, or any materials, tooling, equipment or other goods of Rohrer or entrusted by a customer, supplier or other person to Rohrer. Suppliers will safeguard such information and property against deterioration, damage, loss, misuse, mishandling, counterfeit, theft, fraud or other unauthorized disclosure or use. Suppliers will only use such information and property in accordance with applicable law and the terms of any agreement with Rohrer and only for purposes authorized in writing by, and for the sole benefit of, Rohrer. Under no circumstance will Suppliers use such information and property for any illicit purpose or in any manner that would adversely affect the interests or reputation of Rohrer.

VIII. ADMINISTRATION – COMMUNICATION, MONITORING, AND ENFORCEMENT

Suppliers must comply with this Code as a condition of doing business with Rohrer. Rohrer will maintain a system to assess and ensure compliance. A certification of compliance may be required on a periodic basis.

Suppliers should make provisions for workers to anonymously report violations of this Code without fear of retribution.

Supplier shall allow Rohrer or its representatives access to supplier's facilities and all relevant records upon reasonable request. Suppliers shall cooperate with Rohrer in connection with any investigation regarding an alleged wrongdoing or breach of this Code. The actions of third-party agents or representatives (including government representatives) of suppliers will be considered to be the actions of suppliers for the purposes of this Code.

Suppliers are expected to create and maintain accurate books and records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. When a record is no longer needed to conduct current business, records should still be retained based on applicable retention requirements.



- **REPORTING CONCERNS**

If you become aware of a situation that may involve a violation of this Code, you have a responsibility to report it. Please note that failure to comply with this Code may result in termination as a Rohrer supplier and possible legal action.

You may make a report using the Rohrer Helpline:

- Calling: 1-877-647-3335, Code: 3303351541
- Mailing: Rohrer Corporation
717 Seville Rd
Wadsworth, OH 44281
- website: www.redflagreporting.com; Code: 3303351541

Rohrer will treat all reports confidentially to the extent possible, consistent with the law, Company policy, and the Company's need to conduct a thorough investigation. All reports will be investigated promptly and thoroughly, consistent with applicable law and, upon the advice and approval of the Rohrer Law Department, may be reported to the appropriate authorities.



**FORM OF
ACKNOWLEDGMENT OF RECEIPT AND REVIEW**

I, _____, acknowledge that I have received and read a copy of the Rohrer Corporation Supplier Code of Conduct (the “*Code*”). I understand the contents of the Code, and I agree to comply with the policies and procedures set out in the Code.

Signature

Name

Date: _____