



# CROWN EQUIPMENT CORPORATION

## SUPPLIER CODE OF CONDUCT

Crown Equipment Corporation's reputation for integrity is built not merely on the quality of Crown's products and services, but also on Crown's history of honest, ethical and fair dealings with all business partners. Crown expects its suppliers to operate with integrity and commit to principles similar to those described in Crown's Code of Conduct. For a copy of Crown's Code of Conduct, please see [www.crown.com](http://www.crown.com).

This Supplier Code of Conduct sets out the basic guiding principles and values that should characterise the business activities of every Crown supplier. These requirements apply to all suppliers, including their respective subsidiaries and affiliates, (hereinafter collectively described as the "Supplier") that supply goods or services to Crown Equipment Corporation or its subsidiaries and affiliates (hereinafter collectively described as "Crown").

This Supplier Code of Conduct supplements but does not supersede the Supplier's rights and obligations as specified in the terms and conditions of all purchase orders issued by Crown or any other agreement with Crown.

### 1. COMPLIANCE WITH LAWS, THIS CODE AND OTHER OBLIGATIONS TO CROWN

Crown is committed to operating in compliance with all laws and regulations that apply to Crown's activities around the world. The Supplier is also expected to comply without reservation with all applicable laws, rules and regulations, as well as with the provisions of this Supplier Code of Conduct and with the Supplier's contractual obligations to Crown.

**A. Fair dealing.** The Supplier must comply with all anti-trust, competition-related and other laws that protect fair competition, and must not engage in illegal cooperation with competitors such as bid rigging, price fixing, market allocations or any other prohibited conduct that limits or is intended to limit free and fair competition.

**B. Anti-bribery/corruption laws.** The Supplier must comply with all relevant anti-bribery and corruption legislation and regulations at local, federal, national and international level, including, without limitation, the US Foreign Corrupt Practices Act and the UK Bribery Act. The Supplier's compliance must meet or exceed the relevant regulatory and industry standards relating to anti-bribery and corruption. In no case should the Supplier take any action that would violate or cause Crown to violate any applicable law or regulation.

**C. Anti-money laundering laws.** Crown only conducts business with reputable suppliers involved in legitimate business activities using funds from legitimate sources. The Supplier must comply with all applicable laws relating to money laundering.

**D. Avoiding conflicts of interest.** It is Crown's policy to award all contracts for the supply of equipment, supplies and services on the basis of merit. All Crown employees in contact with suppliers or potential suppliers must maintain the highest standards of ethics and business practices. Purchasing decisions must not be influenced by any conflicts of interests or tainted by anything that could be interpreted as a conflict of interest or impropriety. The Supplier must commit to and comply with Crown's policies regarding conflicts of interest.

**E. Importing and exporting.** The Supplier must comply with all relevant export and import legislation, including all laws that apply to labelling, customs duties, sanctions and any other aspects of the Supplier's international business activities.

### 2. PEOPLE AND SAFETY

**A. Diversity.** The Supplier will adhere to the principle of offering equal employment opportunities to all applicants and employees. The Supplier will not engage in any discrimination or harassment based on the gender, race, colour, religion, ethnicity, social background, age, sexual orientation, national origin, disability, political conviction, or any other legally protected characteristics of the individuals concerned.

**B. Forced or child labour.** The Supplier will only employ or engage workers who meet the applicable requirements concerning the minimum legal age. The Supplier will comply with Crown's Policy on Child Labour and all applicable laws relating to child labour and slavery, including but not limited to Australia's Modern Slavery Act 2018. The Supplier will not employ, engage in or make use of indentured or forced labour, slavery or servitude, human trafficking or other compulsory labour of any kind.

**C. Health and safety.** The Supplier must comply with all applicable health and safety laws, rules and regulations, as well as Crown's own policies, procedures and safety initiatives. While visiting or working at a Crown facility or representing Crown on a Crown customer's premises, the Supplier will abide by Crown's Environmental, Health and Safety policies and procedures (copies available upon request). Any work performed in Crown facilities by the Supplier may be subject to completion of a Safe Plan of Action form (copy available upon request).

**D. Environment and sustainability.** The Supplier must comply with all environmental laws, rules and regulations, as well as Crown's own environmental policies, procedures and environmental or sustainability-related initiatives. While visiting or working at a Crown facility or representing Crown on a Crown customer's premises, the Supplier will comply with legal and regulatory requirements in respect of regulated substances and product contents, and with any applicable laws prohibiting or restricting the use, content or handling of specific substances, including but not limited to RoHS (EU Restriction of Hazardous Substances Directive), WEEE (EU Waste Electrical and Electronic Equipment Directive), EU Battery Directive (concerning the manufacture and disposal of batteries), REACH (EU regulation on the Registration, Evaluation, Authorisation and Restriction of Chemicals),

conflict mineral regulations, California Proposition 65, and other similar or equivalent laws and regulations. Crown reserves the right to require the Supplier to complete a sustainability questionnaire prior to approving the commencement of the contracted work.

### **3. CONFIDENTIALITY, INTELLECTUAL PROPERTY AND DATA PROTECTION**

**A.** The Supplier must secure any confidential information provided to the Supplier by or on behalf of Crown, must use such confidential information only as instructed by Crown, and must safeguard it from unauthorised or unintended disclosure or use.

**B.** The Supplier must comply with all legal and contractual obligations to Crown concerning confidentiality and intellectual property, and will not use Crown's trademarks, images or other intellectual property without Crown's express authorisation.

**C.** The Supplier will comply with all relevant privacy laws governing the handling of information and data provided to the Supplier by or on behalf of Crown, which may include personal or other sensitive information.

**D.** Crown expects the Supplier to apply prudent safeguards to protect against security breaches or corruption of information technology ("IT") and other business systems, and, if so requested by Crown, to complete an IT risk assessment checklist. Such safeguards may include, but are not limited to, employee training and periodic testing, IT security assessments by independent firms, and the latest techniques for preserving and protecting IT system integrity.

### **4. MONITORING OF COMPLIANCE AND REPORTING OF VIOLATIONS**

**A.** The Supplier will take appropriate steps to ensure that its employees, suppliers and subcontractors also comply with the provisions of this Supplier Code of Conduct (or of substantially equivalent standards of conduct).

**B.** Supplier shall promptly report any suspected breach of this Supplier Code of Conduct to Supplier's Purchasing representative at Crown, Crown Compliance at [compliance@crowncrown.com](mailto:compliance@crowncrown.com) or Crown's hotline at [www.connectwithcrown.com](http://www.connectwithcrown.com).

**C.** Crown reserves the right to verify the Supplier's compliance with this Supplier Code of Conduct by auditing or inspecting the Supplier's facilities and operations at Crown's expense and after providing reasonable notice to the Supplier.