

# ***METAL ONE AMERICA, INC.***

## **SUPPLIER CODE OF CONDUCT**

### **I. PURPOSE**

Metal One America, Inc.'s ("Metal One America") policy is to conduct business in a legal, ethical and sustainable manner. Through this Supplier Code of Conduct, Metal One America sets important social, environmental and ethical criteria for its suppliers and subcontractors. Metal One America's sustainable sourcing goal is to create supplier partnerships resulting in a better future for, our customers, the company and our communities. The Supplier Code of Conduct is founded on the [Ten Principles](#) of the [UN Global Compact](#) in conjunction with the United Nations Guiding Principles on Business and Human Rights, the eight Fundamental Conventions of the International Labor Organization, and the International Bill of Human Rights. Outlined below are the supplier requirements that must be adhered to along with best practices we encourage our suppliers to adopt.

Metal One America is committed to protecting the working rights and safety of the people producing or processing the Merchandise it sells, while recognizing and respecting the cultural and legal differences present globally. Accordingly, Metal One America expects its Suppliers and Facilities to, at a minimum, comply with all applicable labor, employment, health and safety, and environmental laws and regulations of the country where the Merchandise is produced. In the absence of Applicable Laws and Regulations, Suppliers and Facilities are expected to meet the requirements set forth in this Supplier Code of Conduct.

Metal One America encourages its Suppliers to work to achieve standards above and beyond those memorialized in this document.

This Supplier Code of Conduct applies to all Suppliers who provide Merchandise to Metal One America. Metal One America will seek to utilize Suppliers that share the commitments articulated in this Supplier Code of Conduct and Metal One America may conduct, or have conducted on its behalf, audits of production facilities and business practices in order to monitor Suppliers' commitment to the Supplier Code of Conduct. Metal One America also reserves the right to terminate the relationship with any Supplier and/or Facility that does not comply with this Code.

This Supplier Code of Conduct, and any attachments, may be periodically amended by Metal One America; its enforcement and/or interpretation rests solely with Metal One America and does not confer or create any rights in favor of any party other than Metal One America.

### **II. DEFINITIONS**

***Applicable Laws and Regulations:*** refers to all national, state or provincial, local and other applicable labor and employment, health and safety, and environmental laws and regulations of the country where the Merchandise is produced.

***Code:*** means this Supplier Code of Conduct

**Employee(s):** refers to any current or former employee, laborer, worker, or staff member employed or contracted by the Supplier, Facility or Subcontractor, which includes all foreign and migrant workers.

**Facility:** refers to any entity that produces or processes the Merchandise sold to Metal One America. The Facility may be either owned or contracted by the Supplier.

**Merchandise:** means all merchandise described in any Metal One America purchase order including packaging, instructions, warranties, and materials normally included with such Merchandise.

**Subcontractor:** means any entity that is contracted by the Facility to produce or process Merchandise sold to Metal One America.

**Supplier:** refers to the entity that has been contracted by Metal One America to provide Merchandise.

**Unauthorized Subcontracting:** means the assigning, delegating or otherwise transferring of any portion of a purchase order to a Facility without full disclosure to and consent by Metal One America.

### **III. SUPPLIERS AND FACILITIES**

Suppliers are responsible for ensuring compliance with Metal One America's Supplier Code of Conduct throughout the Merchandise supply chain.

All Facilities engaged in the production of Merchandise sold to Metal One America should be disclosed to and approved by Metal One America. A failure to do so will be considered Unauthorized Subcontracting.

Facilities shall maintain a list of all entities (including Subcontractors) that produce or provide materials or services that are incorporated into the manufacturing, processing, or production of Merchandise sold to Metal One America.

### **IV. CHILD LABOR**

All Employees that produce or provide services that are incorporated into the manufacturing, processing, or production of Merchandise sold to Metal One America shall be of at least legal age established by local law. If the local law does not set a minimum age, Employees must be at least fifteen (15) years old.<sup>1</sup> Official and verifiable documentation of each Employee's date of birth, or a legally recognizable means of confirming each Employee's age, shall be maintained.

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<sup>1</sup> Children who are 13 or 14 years of age (if permitted to carry out light work under local law and ILO recommendation 146) and Young Workers (subject to compulsory education) shall not be employed during school hours and, if required by law, shall be registered with or monitored by government labor ministry personnel.

Employees under the age of eighteen (18) shall not perform hazardous work that may jeopardize their health, safety or morals. Hazardous work includes, but is not limited to: work at dangerous heights or in confined spaces; work with hazardous substances, dangerous machinery, equipment and/or tools; work that involves the manual handling or transport of heavy loads; and night work.<sup>2</sup>

The use of legitimate workplace apprenticeship programs, which comply with Applicable Laws and Regulations, are permitted.

## **V. FORCED, BONDED, INDENTURED, PRISON AND OTHER PROHIBITED FORMS OF LABOR, AND HUMAN TRAFFICKING**

All Employees shall work on a voluntary basis and shall not be subject to any exploitation, such as forced, bonded, indentured, prison labor, or sexual exploitation. Facilities shall not engage in any forms of coercion, fraud, deception, or causing Employees to give up control of their person to another for the purpose of such exploitation.<sup>3</sup>

Employees shall not be mandated to work overtime hours or complete production quotas that result in a violation of legal working hour requirements. Employees shall maintain possession or have control of personal identity and travel documents. Employees' freedom of movement shall not be restricted, and Employees shall not be prevented from terminating employment. Wages shall not be withheld except as mandated by law.<sup>4</sup>

Suppliers and Facilities shall engage only legally recognized employment agencies with valid licenses, and shall ensure that recruitment of Employees, whether directly or indirectly, follows Applicable Laws and Regulations. Employees shall not pay any fees or other payments to the employer or agent for the purpose of being hired or as a condition of employment. No such fees shall be deducted and withheld from wages or otherwise passed on to the Employees.

## **VI. ABUSE AND HARASSMENT**

All Employees shall be treated with dignity and respect. Suppliers and Facilities are prohibited from subjecting workers to any form of physical, sexual, verbal or mental abuse, coercion or threats, corporal punishment, or any form of harassment during hiring or employment.

## **VII. EMPLOYMENT MANAGEMENT**

Suppliers and Facilities shall comply with all Applicable Laws and Regulations including, but not limited to, those that address: discriminatory hiring and employment practices; wages; working hours; Employees' right to associate freely; and use of foreign contract or migrant workers. Where not covered by Applicable Laws and Regulations, compliance with the following is required:

### *i. Employment Terms*

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<sup>2</sup> Based on International Labour Organization Worst Forms of Child Labour Convention, 1999 (No. 182); International Labour Organization Worst Forms of Child Labour Recommendation (No. 190).

<sup>3</sup> Based on Protocol to Prevent, Suppress and Punish Trafficking in Persons Especially Women and Children, supplementing the United Nations Convention against Transnational Organized Crime, 2000.

<sup>4</sup> Based on International Labour Organization Forced Labour Convention, 1930 (No. 29).

Where required by law, Employees shall be provided with a written employment contract detailing the terms of employment, in a language understood by the Employee.

Suppliers and Facilities shall verify Employees' legal status. Only Employees with valid work authorization issued by an appropriate legal authority shall be hired.

Employee terminations shall be in full compliance with the law and copies of termination records shall be maintained.

Employees' age documentation shall be verified, and where allowed by law, copies of such documents shall be maintained for each Employee.

*ii. Working Hours and Overtime Hours*

Employees' combined regular and overtime working hours shall not exceed legal limits or 60 hours per week, whichever is less. Exceptions to this requirement must follow the law and only due to exceptional circumstances, such as work that is continuous in nature or in the event of an emergency. Employees shall be informed about overtime obligations prior to time of hire and in advance of the overtime shift, and be allowed to refuse to work overtime without punishment, penalty or disciplinary action.

Where required by law, overtime waivers approved by appropriate legal authority must be obtained.

At least one "rest day" in a seven-day workweek shall be provided.

*iii. Wages and Benefits*

Employees shall be paid at least the legal minimum and overtime wages for hours worked. Wages shall be paid at least monthly or on a legally required schedule. Wages shall be paid directly to the Employee, or if the Employee has agreed otherwise, paid directly into an Employee-controlled account. An itemized wage statement for all Employees shall be provided, which, at a minimum, shall include pay period, wages earned for pay period, rate of pay, regular and overtime hours worked, deductions, and benefits. Suppliers and Facilities shall maintain records of wage statements. There shall be no deductions from wages other than deductions allowed or required by law.

Employees shall be informed about and provided all legally mandated benefits, including Social Security, parental leave, annual leave, sick leave and national holidays.

*iv. Freedom of Association and Collective Bargaining*

Employees who wish to join trade unions and to bargain collectively shall not be interfered with, penalized or retaliated against. Employees shall not be discriminated against based on such associations.

v. *Foreign or Migrant Employees*

Foreign or migrant Employees shall: be employed in full compliance with the laws of the host country, including employment, labor and immigration laws; and not be subjected to threats of termination or deportation.

vi. *Discrimination*

There shall be no discrimination in hiring and employment practices based on race, color, religion, gender, age, national, social or ethnic origin, maternity, sexual orientation, gender identity or expression, political opinion, disability, marital status, or any other status or personal characteristic shall not be allowed. Employee medical tests that can be used to discriminate in hiring or employment practices shall be prohibited.

vii. *Available Grievance Mechanism*

An anonymous and confidential method for all Employees to raise concerns to senior level management at the Facility without fear of retaliation shall be provided. Employees' submissions and the progress of their resolution shall be tracked and recorded.

## **VIII. DISCIPLINARY ACTION**

Written disciplinary policies and procedures and records of disciplinary actions for all Employees shall be maintained. Illegal or excessive disciplinary actions or monetary fines are prohibited.

## **IX. EMPLOYEE HEALTH AND SAFETY**

Metal One America expects Suppliers and Facilities to provide appropriate controls, safe work procedures, preventative maintenance and necessary technical protective measures to mitigate health and safety risks in the workplace. When hazards cannot be adequately controlled by these means, suppliers will provide employees with appropriate personal protective equipment. Employees shall also be provided with safety information relating to hazardous materials (any material capable of posing a risk to health, safety, property, or the environment). A safe and healthy working environment shall also include potable drinking water, adequate lighting, temperature, ventilation and sanitation facilities and, if applicable, safe and healthy company living quarters. Facilities must be constructed in accordance with local laws and building, electrical and fire safety codes.

Suppliers should identify and assess likely and potential emergency situations in the workplace and minimize their impact by implementing emergency plans and response procedures.

Suppliers and Facilities shall comply with all Applicable Laws and Regulations including, but not limited to, those that address the health and safety of the Employees. Where not covered by Applicable Laws and Regulations, compliance with the following is required:

*i. Health and Safety Education*

Employees shall be provided with written information on health and safety, and good sanitation maintenance. Health and safety notices shall be posted and updated regularly. All health and safety information shall be in language(s) understood by all Employees.

Employees who work with or are exposed to chemicals and hazardous materials shall be trained on safe handling, storage and disposal of these materials.

Employees who work with dangerous equipment shall be trained on safe operation and handling. Safety signs and manuals for all dangerous equipment shall be provided.

Employees shall be trained on evacuation procedures in case of emergency.

*ii. Fire Safety and Emergency Evacuation*

Emergency exits shall be clearly marked, free of any obstructions, unlocked and provided with signs understood by all Employees.

Emergency exit routes shall be clearly marked with direction of travel, free of any obstructions and well-lighted at all times. Emergency exit routes shall lead to a safe assembly area. The assembly area should not be located near storage of chemicals and/or hazardous materials and equipment.

Fire extinguishers shall be located near storage of chemicals and hazardous materials and along emergency exit routes. Fire extinguishers shall be appropriate to the type of production, clearly marked, free of any obstructions and be inspected monthly or as required by law.

Emergency alarms shall be clearly marked, free of any obstructions and easy to detect in areas with high noise levels.

Fire and other emergency evacuation drills shall be conducted annually for all Employees on every shift and floor or as required by law. Emergency evacuation shall be monitored by trained Employees.

*iii. First Aid and Emergency Care*

Suppliers and Facilities shall adopt procedures and steps to prevent accidents, injuries and the spread of diseases.

Fully stocked and clearly marked locations of first-aid medical supplies shall be accessible to Employees.

Eyewash stations and/or chemical showers shall be provided when required by law and/or under relevant working conditions.

All Employees shall receive legally required medical tests related to their specific occupation.

Records of Employee accidents and injuries shall be maintained, including records of investigations, and corrective and preventive actions.

*iv. Ventilation and Lighting*

Properly ventilated work areas shall be provided, especially in all areas where chemicals or hazardous materials are used. In hot environments, sufficient fans shall be provided, and in cold environments, sufficient heating shall be provided without risk to Employee safety. Adequate lighting in the work space for all Employees shall be provided.

*v. Personal Protective Equipment*

Personal protective equipment, if required, shall be provided at no cost to Employees.

Personal protective equipment shall be provided to all Employees performing tasks involving machining, painting, lacquering, spraying, sanding or application of chemicals or hazardous materials, and to all Employees exposed to physical dangers. Personal protective equipment includes, but is not limited to: face masks, eye protection, gloves, welding masks, hard hats, safety shoes, insulated clothing and hearing protection.

*vi. Sanitation*

Adequate and clean toilet and handwashing facilities shall be provided with running water and necessary supplies. Such facilities shall be well-lighted, ventilated, private and separated by gender.

*vii. Potable Drinking Water*

Potable drinking water shall be provided that is easily accessible to all Employees at all times. There shall be no restrictions on drinking water.

*viii. Employee Housing*

Any provided Employee housing shall be separate from production and distribution areas, and shall comply with all Applicable Laws and Regulations.

All Employees shall have their own beds and bedding provided at no cost. Sleeping areas for unmarried Employees shall be separated by gender. All Employees shall have access to safe drinking water, hot water, and toilets that are separated by gender and private.

Employees shall be free to leave the Facility grounds during non-working hours, subject to reasonable rules, regulations and curfews as may be necessary for the safety and comfort of Employees. Where curfews apply and are allowed by law, Employees shall be notified of the curfew and instructed on safety risks in and around Employee housing.

Foreign or migrant Employees shall not be subject to lock in or lockout policies.

*ix. Food Preparation Areas and Meals*

Where meals are provided to Employees, all food preparation and canteen areas shall comply with all Applicable Laws and Regulations that address sanitation and health and safety.

Where meals are provided per the employment contract, a minimum of three meals that meet or exceed the basic nutritional requirements per day shall be provided at no cost to the Employee or, at a minimum, at a subsidized cost.

*x. Services*

If personal items, such as hygiene supplies, postage, and stationery, are made available to Employees, these shall be provided at no more than the local market prices for the same or similar products.

*xi. Children in the Work Place*

Individuals under the age of 18 who are not working at the Facility shall not be allowed in production areas.

**X. ENVIRONMENTAL MANAGEMENT**

Metal One America expects all Suppliers and Facilities to comply with environmental and material health compliance initiatives. Suppliers and Facilities shall support a precautionary approach to environmental challenges; undertake initiatives to promote greater environmental responsibility; and encourage the development and diffusion of environmentally friendly technologies.

In manufacturing and processing operations, adverse impacts upon the community, environment and natural resources shall be minimized while safeguarding the health and safety of the public.

Suppliers and Facilities shall comply with all Applicable Laws and Regulations that address the environment. Where not covered by Applicable Laws and Regulations, compliance with the following is required:

*i. Handling and Disposal of Hazardous Waste*

All chemicals and hazardous materials, including wastewater and solid waste generated from operations, shall be handled and disposed of using environmentally responsible practices. In the event that hazardous or polluting materials are discharged improperly, appropriate authorities shall be notified and immediate action shall be taken to correct and remediate such discharge.

*ii. Use of Ozone-Depleting Chemicals and Recycling*



To improve the air quality when using chemicals and hazardous materials, the elimination of ozone depleting chemicals (ODCs) during the manufacturing process is strongly encouraged.

Recycling is strongly encouraged at Suppliers' and Facilities' locations.

Suppliers shall abide by all legal and regulatory requirements for waste and emissions. In addition, Metal One America encourages Suppliers and Facilities to track water usage and waste generation in an effort to reduce the environmental impact of their processes.

## **XI. MANAGEMENT SYSTEMS**

Policies and procedures shall be implemented, and management shall identify a person or persons at the Facility or work site to be responsible for monitoring and implementing, practices to comply with all Applicable Laws and Regulations and the Supplier Code of Conduct.

## **XII. FACILITY AUDITS**

Metal One America reserves the right to audit or authorize a third party to audit any Supplier or Facility that participates in the production, processing or manufacture of Merchandise for Metal One America. Such audits may include any Subcontractor used by the Facility. The audit shall be unrestricted, and may occur with or without advance notice.

Supplier shall require that the Facility's management provide access to the Facility and all books and records that will allow for a comprehensive Supplier Code of Conduct audit to be conducted, including an opportunity for confidential and private interviews with Facility's Employees selected by the auditor. Prior coaching of interviewees or any retaliation against any Employee or auditor is prohibited.

It is Metal One America's preference to with any Supplier and/or Facility to correct Code violations. However, Metal One America's interpretation of this Code and of any auditor's report is binding and conclusive. Upon review of audit results, Metal One America, in its sole discretion, may terminate its relationship with a Supplier and/or Facility, cancel a purchase order or contract, return or revoke acceptance of affected goods, and/or require corrective action be taken. The Supplier shall be liable for all related damages incurred by Metal One America, including lost profits.

## **XIII. AUDIT REQUIREMENTS**

The highest standards of integrity are expected in all aspects of the audit process. Metal One America expects complete transparency from the Facility during the audit process, i.e., accurate and honest disclosure of all Employees, Facility, Subcontractor labor, employment, health and safety, and environmental documentation and information. Any and all forms of bribery, corruption, deception and falsification of records are strictly prohibited. Any such finding may result in the termination of the business relationship.

Independent auditors acting on behalf of Metal One America are prohibited from accepting gratuities from vendors, members/customers, Suppliers, Facilities, or service agencies with whom Metal One America presently does business, has done business, or any entity that may be considered for future business. Gratuities include gifts, moneys, trips, meals, lodging or special favors. Failure to comply will result in the termination of the business relationship with the Supplier and/or Facility, or service agency.

Retaliation or penalty against any person who in good faith reports unlawful or inappropriate activity related to this Supplier Code of Conduct and/or the audit process may result in termination of the business relationship.

#### **XIV. UNAUTHORIZED SUBCONTRACTING**

Unauthorized Subcontracting, whether by the Supplier or Facility, may result in the termination of Metal One America's contractual relationship with the violating Supplier and/or Facility, cancellation of orders, suspension of the business relationship, and/or the indemnification of costs associated with the unauthorized activity.

#### **XV. BEST PRACTICES**

Metal One America's customers and other key stakeholders increasingly demand sustainable solutions. As Metal One America enters new markets around the world and expands its offerings within existing markets, we are committed to not only being legally compliant but raising the bar on our sustainability efforts. Metal One America values the following supplier best practices and encourages Suppliers and Facilities to adopt these practices:

- i. Suppliers and Facilities are encouraged to hold their own supply chains accountable to the [Ten Principles](#) of the [UN Global Compact](#) and the expectations set forth in Metal One America's Sustainable Sourcing Policy and Supplier Code of Conduct.
- ii. Suppliers and Facilities are encouraged to develop long-term sustainability goals, and actively support Metal One America's commitment to:
  - o Be a positive force in the global effort to mitigate climate change
  - o Fuel the circular economy with safe and sustainable products.
  - o Create positive social change.
- iii. Suppliers and Facilities are encouraged to familiarize themselves and their supply chains.