



SUPPLIER & CONTRACTOR CODE OF CONDUCT

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2 RESPONSIBLE SUPPLY CHAIN

At Mayco International, our goal is to improve the lives of people through the products we sell, and to care for the communities where we live and work through the programs that we implement. Our programs focused on social and environmental compliance, risk management, and supply chain resiliency are all designed to create more social, environmental, and business value.

We focus on working with our plants and suppliers to meet our social compliance promises supporting human rights, labor rights, employee safety, anti-corruption and environmental protection. Our expectations for social and environmental compliance to suppliers are outlined in this handbook.

Suppliers are asked to sign a Declaration of Compliance. We invite you to continue to partner with us and share your best thinking and new ways of doing things as we continue to cultivate a responsible and sustainable supply chain.

3 SUPPLIER CODE OF CONDUCT

Mayco's selection of suppliers is based on excellence, integrity, and trust. We know that your successful business operations is critical to our success. With that in mind, Mayco seeks to promote communication, transparency, and success in our mutual business relationship. Mayco adheres to a Code of Conduct that both supports and shapes our company culture, our impact on the environment, and our societal relationships.

Our suppliers are expected to adhere to a Supplier Code of Conduct that supports mutual core values to enable communication, transparency, and success with our supplier base. Mayco will work against corruption in all its forms. Mayco strictly adheres to all national, state, and local applicable laws and regulations related to corruption and ethics and requires its suppliers to do the same.

We believe that shared values and commitments must serve as the foundation for our supplier relationships. Our Supplier Human Rights Standards outlines expectations for suppliers to demonstrate a fair, safe, and healthy workplace, as well as safeguard business integrity.

The Supplier Compliance Standards are driven by the belief that good corporate citizenship is essential to our long-term business success, and must be reflected in our relationships and actions in our workplaces and the workplaces of our supplier base. We expect our suppliers to review these standards, and to develop and implement appropriate actions to ensure compliance to these standards. In addition, Mayco International routinely assesses supplier compliance to these standards.

4 SUPPLIER COMPLIANCE STANDARDS

Mayco International is committed to practicing honesty, integrity, and excellence in everything that we do. Therefore, we expect and require that all goods produced on our behalf or on behalf of any of the brands in the Mayco family be made in facilities that meet specific criteria for human rights, working conditions and protection of the environment.

Our selection and continued use of our suppliers is based on the following standards with respect to all goods that we purchase:

- Strictly comply with all applicable laws and regulations.
- Protect against the use of child labor; workers younger than the minimum age required by law.
- Protect against slavery, servitude and forced or compulsory labor including human trafficking.
- Provide appropriate wages and benefits, including following all standards required by law.
- Protect against working hours that exceed applicable laws and comply with all overtime pay laws.

- Protect the right of workers to associate freely, including respecting the right to choose to join or not join a union.
- Protect against physical and mental punishment of workers.
- Promote inclusion and diversity of employment.
- Promote inclusion and diversity when selecting suppliers.
- Protect against all forms of harassment and discrimination.
- Protect against unlawful discrimination against workers and encourage employment based on ability.
- Maintain a safe and clean workplace in accordance with all laws and regulations and support a continuous improvement of working conditions.
- Protect all intellectual property provided to it from infringement by others and utilize it only for the purposes agreed by Mayco.
- Protect the personal information of individuals in accordance with all applicable privacy laws.
- Alert Mayco management if there is a conflict of interest. Relationships with suppliers, customers and employees must be free from any conflicts of interest.
- Maintain sufficient internal cybersecurity controls and backups on computer systems to adequately protect from theft or loss of electronic data and from production interruptions due to cyberattacks.
- Ensure that the confidential information and data of Mayco and its customers is protected and not disclosed or used for unauthorized purposes.
- Comply with all applicable antitrust and competition laws regarding price fixing and other non-competitive behavior.
- Comply with laws protecting individuals who report on good faith suspicions of illegal, unethical, or other inappropriate activity without fear of retaliation, including Michigan Whistleblower's Protection Act and other applicable laws.
- Refrain from offering, giving, soliciting, or receiving any form of bribe, kickback, or improper inducement for obtaining or providing business. Comply with applicable provisions of the U.S. Foreign Corrupt Practices Act.
- Aftermarket and service parts are driven by terms and conditions of the contract and relationship through our customer. No scrap or other parts will be used or sold as an aftermarket part to third parties.
- Be informed and comply with all applicable export control and sanction laws. No transshipping of goods to avoid or supplying goods from sanctioned countries or involving individuals appearing on sanctioned lists.
- Comply with separate Environmental Policy set forth in Supplier Quality Standard on Mayco website.
- Review and make appropriate inquiries of your suppliers and sub-suppliers and provide all requested information regarding compliance with conflict minerals laws and regulations, including SEC requirements.
- Please advise us if your company has gone through a CSR assessment or a CSR on-site audit.

We will not knowingly work with suppliers that do not respect these standards and those of our customers. We will periodically assess our supplier's compliance with these standards and those of our customers. Any reported non-compliance will be investigated, and appropriate action will be taken. These standards apply whether the supplier is an affiliate partner or a third party.

5 BUSINESS GRATUITIES

Business gratuities, which include anything of value, such as gifts, meals, or entertainment, can strengthen working relationships with our business partners. We avoid even the appearance of making business decisions based on business gratuities. We are committed to winning business on the quality of our products and solutions. We would always rather lose the business than secure it through an improper payment.

OUR COMMITMENTS

We do not give or ask for business gratuities to make the other person feel obligated to do something in return.

We limit giving or receiving business gratuities to what is reasonable and appropriate under the circumstances and avoid frequent gifts to or from the same person or company, consistent with our Code of Conduct and Business Gratuities Policy.

We make sure that any business gratuity given or received complies with our Business Gratuities Policy, and we obtain approval, when required, by completing the Business Gratuities Disclosure Form.

We do not offer, promise, make, or authorize the giving of anything of value to a government official that is inconsistent with our Code and Anti-Corruption Policy.

If we make charitable donations, we do so in accordance with Mayco policy to support legitimate charitable causes, not as part of an exchange of favors.

6 COMPETITIVE BEHAVIOR

All Mayco International LLC employees, contractors, consultants and advisors shall comply with the following requirements during any interactions with a competitor of Mayco.

- Do not discuss current or future product prices.
- Do not discuss pricing procedures.
- Do not discuss standardizing or stabilizing prices.
- Do not discuss details regarding bids.
- Do not discuss profit levels.
- Do not discuss limiting sales or allocating markets for any products.
- Do not discuss credit terms provided to customers.
- Do not discuss allocating customers between competitors.
- Do not discuss strategies or plans to award business or remove business from specific suppliers.
- Do not discuss trade secrets or confidential information of any customers or suppliers.
- Prohibit agreements or understandings with any competitor regarding the production, marketing or sale of Mayco International's products and services, including any agreements or understandings to restrict production, allocate customers or markets or fix prices or other terms and conditions of sale.

- Prohibit discussions with any competitor about Mayco International's production, marketing, sales and other business plans or practices except for a bona fide transaction of purchase or sale with a competitor, or issues of public safety.
- Prohibit any pricing or other practice having for its purpose the destruction of a competitor or of competition.
- Assign responsibility to each manager for ensuring compliance with this policy.

The company and individuals may be prosecuted for violations of antitrust laws. All issues and potential violations of this Policy shall be immediately reported in accordance with the Employee Responsibilities and No Retaliation provisions set forth in Mayco Code of Conduct.

7 QUALITY, SAFETY, HEALTH, & ENVIRONMENT

7.1 QUALITY

It is the policy of Mayco International to design, manufacture and deliver products which meet or exceed customer expectations for quality, performance, and value. Mayco International requires high quality for all purchased materials, products and services that consistently meet customer's and consumer's needs, perform as intended and are safe for their intended use.

It is the intent of this policy to:

- Establish accountability for quality management;
- provide a common framework for the establishment and communication of quality practices; and
- conduct regular assessment of quality practices to promote continuous process, product and service improvement, and to ensure compliance with applicable laws and regulations.

Our suppliers directly share in the responsibility to ensure that the highest degree of focus is taken to meet or exceed all specified safety, compliance, and quality requirements. These product specifications and quality requirements may be defined in a supply agreement and a quality agreement as agreed by Mayco International and its external supplier.

7.2 SUPPLIER SAFETY

7.2.1 VISITOR REQUIREMENTS

All visitors and contractors are required to comply with all Mayco International Safety guidelines and policies. Before entering our facility, all visitors must sign in and comply with our visitor/contractor policy.

7.2.1.1 EYE PROTECTION

- Safety glasses must be worn door-to-door. There are no exceptions.
- Prescription glasses are not safety glasses.
- All safety glasses must be fitted with OSHA approved side shields.
- Eyewashes are available on the floor for emergency use only
- All Safety glasses must be without dark tinting.

7.2.1.2 FOOT PROTECTION

No sandals, flip-flops or canvas shoes are permitted. Shoes must be closed toe and closed heel. Shoes or boots must have hard leather or crepe soles and have leather sides, backs, and tops. Shoes should be oil resistant/slip resistant. Please be sure all laces are secured on your footwear.

7.2.2 INDUSTRIAL SUBCONTRACTOR REQUIREMENTS

- All subcontractors are to familiarize themselves with the Quality and Environmental Policy. It is imperative that you adhere to each point of this policy.
- All industrial contractors must be insured and bonded
- All outside subcontractors are required by Mayco International to contact the Facility Manager or designated management personnel before any contracted work begins on Mayco International grounds.
- Contracted safety procedures on all safety rules will begin at that time. Employees of the contractor shall conform to all safety procedures outlined by Mayco International in the Health and Safety Handbook
- If any contractor or employee of the contractor does not observe the following safety procedures, work will stop immediately. The following safety procedures will be covered and observed.
 - Right To Know and MSDS locations
 - Confined Space Entry
 - All Lockout Procedures
 - Safety Glasses with Side shields
 - Safety Belt and Lanyard
 - Hearing protection
- You are responsible for your own Safety Equipment related to any work you are doing.
- Report all incidents to your Mayco International contact person

Thank you for your cooperation in making Mayco International a quality and safe environment to work in.

7.3 PRODUCT SAFETY & HEALTH

7.3.1 SUPPLIER REQUIREMENTS FOR FULL MATERIAL DISCLOSURE

It is the policy of Mayco International to provide products and services that recognize a sincere and proper regard for public safety through regular assessment to ensure that they meet current regulatory requirements and public safety expectations.

Supply chain transparency is critical for managing rising levels of risk in an environment where supply chain practices are attracting increasing legal, regulatory, and consumer scrutiny. Therefore, Mayco International will collect substance information for its materials, ingredients, products, and packaging.

We gather the full chemical composition from the supply chain to not only confirm safety and regulatory compliance, but to also enable us to proactively respond to emerging new regulations and chemicals of concern.

To facilitate supply chain transparency, Mayco International requires:

- Upon request, supplier will provide full material disclosure (100%) of the chemical composition of all materials, ingredients, products, and packaging provided to Mayco International. Full material disclosure includes the trade name, supplier name, and concentration of each component.
- Supplier will provide additional documentation and data such as, but not limited to, certifications, letters of compliance, and test data as requested to demonstrate or verify compliance.
- Supplier will provide reasonable access to information on downstream component suppliers for the purpose of obtaining full material disclosure. Supplier will, at no additional charge, provide Mayco International such assistance as they may reasonably require.
- Supplier will notify Mayco International prior to any compositional change.

7.3.2 MANAGEMENT OF RESTRICTED SUBSTANCES

Mayco International has rigorous safety and quality requirements, and we are proud of our long track record of producing safe products.

This commitment to safety includes the ingredients used in our products. We maintain a Restricted Substances List to ensure a consistent, global approach to safeguarding our consumers and the environment from exposure to ingredients of potential concern. And, we are committed to reducing or eliminating restricted substances and to implementing the use of alternatives through our continuous research and development efforts.

Restricted Substances Management at Mayco International is based on the following principles:

- Maintain a Restricted Substances List (RSL) for Mayco International products that contains restricted (limits established by product or material) and prohibited ingredients relevant to Mayco International products. *Suppliers should note that the Mayco International RSL represents a small subset of chemicals that we prohibit. There are many more chemicals that we would prohibit but do not list since they would not be considered for use in the products we produce.*
- Formally review substances and ingredients in our products to ensure they meet current regulatory requirements and public safety expectations.
- Proactively monitor and assess new information regarding ingredients published by scientific research and regulatory agencies globally, including public perception, to ensure the RSL remains current.
- Provide an active process for identification, review, and communication of the RSL to enable the proactive development of business strategies to remove and/or reduce specific chemicals of concern, and advance safer alternatives, in some instances above and beyond regulatory requirements.
- Collaborate with supply chain partners to reduce, eliminate, or manage chemicals identified by Mayco International on the RSL.

We require our suppliers to adhere to the Mayco International RSL, and to have processes and systems in place to ensure compliance.

7.4 ENVIRONMENT

7.4.1 SUSTAINABILITY POLICIES

Mayco International's sustainability policies outline our commitment to operating in an environmentally, ethical, and socially responsible manner. We expect our suppliers to adopt these same commitments when working with us. More in-depth information is available in Mayco International's Environmental, Social, and Governance Policy.

7.4.1.1 PROTECTION OF THE ENVIRONMENT

It is the policy of Mayco International to design, manufacture and deliver its products and to operate its business in a way that protects the biosphere and promotes the sustainable use of natural resources upon which our businesses and stakeholders depend, particularly water supplies and energy resources.

7.4.1.2 ENERGY EFFICIENCY AND GREENHOUSE GAS REDUCTION

In furtherance of its sustainability principles and to achieve its sustainability targets, Mayco International will continuously improve its energy management practices to conserve energy and reduce greenhouse gas emissions while securing competitive, reliable energy supplies to manufacture and distribute our products and conduct our business.

7.4.1.3 HUMAN RIGHTS IN EMPLOYMENT

It is the policy of Mayco International to recruit, promote and support the professional development of a diverse global work force. Further, it is the policy of Mayco International to promote and support human rights, including equal employment opportunities, and to recognize universal human rights on a global basis. We encourage the abolition of discriminatory laws and practices, and prohibit discrimination and/or harassment based on race, ethnicity, color, gender, pregnancy, sexual orientation, age, religion, creed, national origin, disability, legally protected leave, veteran status, and other categories protected by applicable law.

7.4.1.4 WASTE MINIMIZATION AND LANDFILL ELIMINATION

It is the policy of Mayco International to reduce, reuse and recycle manufacturing waste and to continuously improve its processes to avoid the need for landfill of such wastes and to design its products and packaging in a way that reduces the volume and weight of materials destined for disposal.

8 HUMAN RIGHTS POLICY

8.1 HUMAN RIGHTS MISSION STATEMENT

Mayco International is committed to responsible business standards that respect and promote human rights. As such, we are committed to the following policies and practices, and expect our suppliers to commit to the same standards.

- Compliance with all applicable laws and regulations
- Equal Employment Opportunity
- Prohibition of harassment and unlawful discrimination in any employment practice or decision

- Prohibition against the use of child labor and any form of forced labor, including slavery and human trafficking
- Providing appropriate compensation and benefits as required by law and in support of a living wage
- Protection against excessive working hours that exceed local laws or business customs
- Providing a safe and secure working environment
- Respect for employee rights to join labor organizations or not to join labor organizations and to bargain collectively, without intimidation.
- Investment in local communities and encouragement of employee volunteerism
- Compliance with all applicable data privacy laws and regulations

Additional information on Mayco International's standards can be found in Mayco International's Code of Conduct.

8.2 SCOPE AND GOVERNANCE

Mayco's commitment to promoting human rights is in line with the standards put forth by the UN Guiding Principles on Business and Human Rights and applies to all persons and entities involved in our operations, including, without limitation, employees, companies, suppliers, vendors, and partners. Additional information on Mayco's expectations for the suppliers with whom we do business is set forth in Mayco's Supplier Compliance Standards section of this handbook.

This policy is part of Mayco's ethics and compliance program, which includes employee training and reporting processes. Our ethics and compliance program is overseen by Mayco's HR executive team.

8.3 REPORTING ETHICS VIOLATIONS

We encourage our employees and others in our operations or extended supply chain to report any known or suspected violations of this policy to any of the resources identified in our Code of Conduct.

Your first step in reporting a known or suspected violation is to go to your Mayco contact with your concern. If you do not feel comfortable reporting to your Mayco contact you may report a suspicion directly to the Human Resource Department. Mayco International has an internal protocol for reporting and escalation of Code of Conduct issues along with specialized investigative procedures. It is the Company's desire to promptly respond to reports of violations with as little disruption to daily activities as possible, and to respect the privacy rights of all involved to the greatest extent allowed under the circumstances.

Emergency situations or grave violations should be reported immediately to Mayco International HR. If you wish to remain anonymous, then simply write this email address on the outside of an envelope, write your concern inside, and submit to HR.

MAYCOETHICS@MAYCOINTERNATIONAL.COM

Reports may be made anonymously where permitted by law, and we will not retaliate against anyone who makes a good faith report.

9 POLICY ENDORSEMENT AND COMMUNICATION STANDARD

This policy is endorsed by Mayco International’s executive leadership team. It will be reviewed and updated annually.

10 DECLARATION OF COMPLIANCE

Suppliers are asked to sign a Declaration of Compliance. We invite you to continue to partner with us and share your best thinking and new ways of doing things as we continue to cultivate a responsible and sustainable supply chain. If no significant alterations are made to the Supplier Code of Conduct, this declaration of compliance remains valid for five years from the date of signing. If significant changes are made, a new version will be sent out not more than once a year.

This is to acknowledge that I have received and reviewed the Supplier Code of Conduct for Mayco International. I, as a representative of my company, agree that my company complies with the standards referenced in the Code and all related policies and procedures. I acknowledge that the Code is a statement of principles for individual and business conduct and does not constitute an employment or business contract. I further acknowledge that it is my responsibility to understand and follow compliance standards and to adhere to the ethical principles outlined in the Supplier Code of Conduct.

I will report any potential violation of which I become aware promptly to the ethics department at Mayco International. I understand that Mayco International maintains a policy of non-retaliation provided that the report is made in good faith. I understand that any violation of the Code of Conduct or any ethics or compliance policy or procedure is grounds for disciplinary action, up to and including termination of our business relationship.

Representative Signature

Company Name

Date Signed

Representative Name (Printed)

Representative Role

11 SUPPLIER SELF-ASSESSMENT: CORPORATE SOCIAL GOVERNANCE (CSG) METRICS

Company Name _____
 Address _____
 Contact Name _____
 Contact Email _____
 Phone Number _____

Instructions: Please respond to the following questions based on your company's current practices and policies. Be as accurate and comprehensive as possible. Your answers will help us assess alignment with our Corporate Social Governance (CSG) goals.

Category	Question	Yes/No	Additional Information
Labor & Human Rights	Child Labor: Does your company have a policy against child labor in compliance with international standards? If yes, please provide the policy number or reference		
	Forced Labor: Does your company prohibit forced or involuntary labor?		
	Fair Wages and Working Hours: Does your company adhere to local minimum wage laws and working hour regulations?		
Health and Safety	Safe Working Environment: Do you have a health and safety policy or program in place for your employees?		
	Hazardous Materials: Does your company use or supply hazardous materials?		
	If yes, are safety data sheets provided and regulations followed?		
Environmental Stewardship	Sustainability: Does your company have sustainability initiatives or programs?		
	Emissions and Discharges: Do you have policies or measures in place to control and manage emissions and discharges?		
	Does your company prioritize the use of recycled or sustainably-sourced materials?		
Ethical Dealings	Does your company have an anti-bribery and anti-corruption policy?		
	Does your company have policies or practices that ensure fair competition?		
Audits	Has your company been audited for social and environmental practices in the past 12 months?		

12 CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into this _____ day of _____ (Month), _____ (Year), by and among Mayco International LLC, a Michigan limited liability company operating in Sterling Heights, Michigan ("Mayco") and "Company" _____ (add company name), a Michigan limited liability company operating in "City, State ("Company"), (together, the "Parties").

1. "Confidential Information" under this Agreement means any information that the disclosing party or its Affiliates ("Discloser") discloses to the receiving party or its Affiliates ("Recipient") including, without limitation, information relating to current and future products, customer programs, trade secrets, technology, research, finances, hardware, software, marketing, business plans, designs, prototypes, research, developments, processes, know-how, suppliers, customers and pricing, including information received from others that Discloser is obligated to treat as confidential. "Affiliate" for purposes of this Agreement means any person or entity which directly or indirectly, controls, is controlled by or is under common control ("control" meaning greater than 50% ownership").

2. This Agreement imposes no obligation upon Recipient with respect to information which is demonstrated by Recipient as:

- (a) in Recipient's possession before receipt from Discloser, or
- (b) in the public domain through no fault of Recipient, or
- (c) rightfully received by Recipient from a third party without a duty of confidentiality, or
- (d) independently developed by Recipient's employees or agents without access to Discloser's Confidential Information; or
- (e) required to be disclosed by law, court order or other lawful governmental action, but only to the extent so ordered or compelled by law, and provided that Recipient shall notify Discloser so that Discloser may attempt to obtain a protective order.

3. Confidential Information shall be used solely for the purpose of discussions between the Parties and any projects where the Parties agree to work together ("Projects"). Recipient shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the dissemination to third parties or publication of the Confidential Information as Recipient uses to protect its own confidential information of a like nature. Recipient is permitted to disclose Confidential Information to its employees and those employees of any of its Affiliates participating in Projects involving the Parties, provided such employees are made fully aware of the obligation of confidentiality contained within this Agreement.

Mayco intends to discuss with "Company" information related to Mayco customer programs and "Company" agrees to keep these discussions confidential and not discuss Mayco and such programs with the customer.

4. This Agreement controls only Confidential Information disclosed during the term of this Agreement, which shall be for a period of three (3) years. A Party may terminate its participation in this Agreement at any time upon ten (10) days advance written notice to the other Party. Expiration or termination of this Agreement shall not affect the rights and obligations of the Parties regarding Confidential Information disclosed prior to such expiration or termination.

5. Recipient's duty to protect a particular item of Confidential Information disclosed under this Agreement extends for a period beginning upon disclosure to Recipient and continuing until there is no obligation based on one of the exceptions in paragraph 2 applying.
6. Upon the written request to do so from Discloser, Recipient shall return or destroy all copies of writings and other materials in its possession or control that contain Confidential Information received from Discloser under this Agreement.
7. No Party acquires any intellectual property rights under this Agreement.
8. No Party has an obligation under this Agreement to purchase any service or item from the other Party.
9. All modifications to this Agreement must be made in writing and signed by representatives of all of the Parties.
10. This Agreement is made under and shall be construed according to the laws of the State of Michigan, without giving effect to principles of conflict of laws, and all disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Michigan.

MAYCO INTERNATIONAL LLC	"COMPANY" (SUPPLIER)	
Authorized Signature	Company Name	Authorized Signature
Representative Title	Representative Role	Date Signed