

## SUPPLIER CODE OF CONDUCT

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**Husky Technologies™** and its affiliates around the world (collectively, “Husky”) are committed to conducting business in an ethical, legal and socially responsible manner. The strength of Husky’s business and reputation is based not solely upon its conduct, but also on the behavior of those with whom Husky conducts its business. Husky’s supply chain is a critical part of the company and plays an important role in its ongoing success. For this reason, Husky seeks to work with suppliers who share our core beliefs and values and commit to our standard of business conduct.

### OVERVIEW

This Supplier Code of Conduct (this “Code”) has been prepared to convey these beliefs, values and business practices to Husky’s suppliers, contractors, consultants, agents and other suppliers of goods and services (collectively, “Suppliers”). Suppliers must always act with integrity by obeying the letter and spirit of applicable laws and regulations and Husky policies that apply to them, wherever they do business and they should, in turn, require the same of their suppliers. When the country’s laws and international standards address the same issues, we expect the highest standards to be applied. We expect the standards set out in this document to be met by our Suppliers, even in jurisdictions where meeting such standards may not be considered part of the usual business culture.

This Code provides the framework for success in dealing with Husky. It forms an integral part of our overall contractual relationship with a Supplier and it is important that each Supplier understands and abides by it. The requirements of this Code are in addition to the requirements set out in any agreement or other set of terms and conditions that apply to your relationship with Husky. In the event that any requirement in this Code conflicts with the requirements of another written contract between Husky and Supplier, the requirements of this Code shall prevail.

Suppliers are required to ensure that its employees and representatives understand and comply with this Code. Failure to adhere to this Code may be grounds for termination of the supplier relationship and any related agreements.

Husky will update this Code from time to time to stay current with developments both inside and outside of Husky. The latest version will be published at <http://www.husky.co/supplier-code-of-conduct/>

### LABOUR PRACTICE AND STANDARDS

Respect for human rights is a fundamental value of Husky, including the respect of personal dignity, privacy and rights of each individual. We strive to respect and promote human rights in accordance with the United Nations (UN) Guiding Principles on Business and Human Rights in our relationships with our employees and suppliers. Our aim is to help increase the enjoyment of human rights within the communities in which we operate. This Code is guided by international human rights principles encompassed by the Universal Declaration of Human Rights, including those contained within the International Bill of Rights and the International Labor Organization’s 1998 Declaration on Fundamental Principles and Rights at Work.

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## **FORCED LABOUR AND HUMAN TRAFFICKING**

Suppliers must not use or in any other way benefit from forced or compulsory labor, including prison labour, indentured labour, bonded labour, military labour, modern forms of slavery and any form of human trafficking. These activities include using force, fraud, or coercion to subject a person to involuntary servitude, or obtaining labor from a person by threats of serious harm to that person or another person, among others. The Supplier shall not utilize factories or production facilities that force work to be performed by unpaid or indentured labourers, nor shall the Supplier contract for the manufacture of products with subcontractors that engage in such practices or utilize such facilities. Suppliers shall not require monetary deposits or retain any identity papers or work permits as a condition of work, and employees must be free to leave their employment after reasonable notice, if such notice is required by local law or regulation. Suppliers shall provide an employment contract or work document, where required by law, in a language understood by the worker.

## **CHILD LABOUR**

The use of child labour by the Supplier is strictly prohibited. Child labour refers to work that is mentally, physically, socially, morally dangerous or harmful for children, or improperly interferes with their schooling needs. Our approach is consistent with the International Labour Organization (ILO) labor standards outlined in ILO Conventions No. 138 and 182.

## **FREEDOM OF ASSOCIATION AND COLLECTIVE BARGAINING**

Suppliers must recognize and respect the right of workers to associate freely, conduct collective bargaining or organize as permitted by applicable laws and to raise employment issues.

## **SAFE AND HEALTHY WORKPLACE**

Suppliers will maintain a safe and healthy work environment for all employees, keep the work environment free from recognized hazards and ensure compliance with all applicable laws regarding working conditions, health, safety and sanitation. Facilities must be constructed and maintained in accordance with the standards set by applicable codes and ordinances. Suppliers should appoint a competent person to manage programs and improvements in health, safety and the environment, and establish adequate organizational structures and procedures for the effective management of health, safety and environmental risks. A comprehensive training program should communicate health, safety and environmental programs and procedures to safely operate and ensure the well-being of employees, visitors to the site and any on-site contractors.

## **WORKPLACE SECURITY AND HARASSMENT**

Suppliers using Husky's properties or facilities or accessing our customers' sites as our subcontractors will comply with all applicable policies and requirements for such locations. Husky reserves the right to exclude access to Husky's properties or facility and our customers' sites in the event the Supplier does not comply with all applicable policies and requirements provided by Husky.

Suppliers must provide a work environment that is free from any form of violence, intimidation and harassment, including verbal, physical or sexual. Workers must be treated with respect and dignity.

## **WORK HOURS, WAGES AND BENEFITS**

The Supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked. In the event of conflict between a statute and a mandatory industry standard, the Supplier must comply with the one taking precedence under national law.

## **DIVERSITY AND INCLUSION**

Husky seeks to create an inclusive workplace culture and works to advance diversity, equity, and inclusion. Husky is committed to providing equal opportunity and is intolerant of discrimination and harassment. Husky expects its Suppliers to encourage a diverse workforce

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composition actively embracing and promoting diversity of age, gender, race, national or ethnic origin, religion, language, political beliefs, sexual orientation, physical ability and promoting diversity and inclusion throughout their own supply chains. Suppliers must not discriminate on the basis of race, color, religion, nationality, gender, ethnicity, age, marital status, creed, sexual orientation, political beliefs, pregnancy, disability or any other basis prohibited by law.

## **ETHICAL BUSINESS DEALINGS / BUSINESS INTEGRITY**

### **COMPLIANCE WITH LAWS**

Suppliers must operate their businesses in full compliance with all applicable laws, codes, rules and regulations of the countries, provinces, states, regions, municipalities and territories in which they operate.

### **ETHICAL BUSINESS CONDUCT / ANTI- CORRUPTION AND ANTI-BRIBERY**

Suppliers are expected to conduct all business transactions with integrity and fairness.

Suppliers must follow all applicable laws that prohibit the giving of anything of value to any person or entity to obtain an improper business advantage, as well as laws that require keeping accurate books and records, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act.

Suppliers must refrain from any and all forms of corruption, extortion and bribery, and specifically ensure that payments, gifts or other commitments to customers, government officials and any other party are in compliance with applicable anti-bribery laws.

In all its activities, the Supplier must never, directly or through intermediaries, offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private nor must the Supplier accept any such advantage in return for any preferential treatment of a third party.

Any gift or entertainment offered to a Husky employee to induce or unduly influence a business decision (e.g. awarding business to the supplier, offering favourable terms) is strictly prohibited. If a Supplier wishes to provide a Husky employee with a gift or entertainment, it must be reasonable, given only occasionally, and of modest value. In turn, we prohibit Husky employees from soliciting gifts and entertainment from suppliers. If a Supplier is solicited by a Husky employee for a gift or entertainment, the Supplier should report it promptly.

### **ANTITRUST / COMPETITION LAW**

We compete vigorously while respecting free and fair competition and we expect the same of our Suppliers. Suppliers must comply with all applicable antitrust and competition laws and cannot engage in any act that improperly reduces competition, which may include agreeing with competitors to fix prices, set discounts or terms of sale, limit production, divide markets, allocate customers, coordinate bidding activities, boycott customers and suppliers, fix employee compensation, or refrain from hiring each other's employees. Suppliers must not discuss or disclose their pricing, costs, and any other contract terms with their competitors at any time and especially during a competitive bidding process and an active contract term.

### **CONFLICT OF INTEREST**

A conflict of interest exists any time there is a conflict or the appearance of a conflict between a personal interest (financial or otherwise) and the interests of Husky. Suppliers, their employees, or their families cannot receive improper benefits through the relationship with Husky or allow other activities to interfere with acting in the best interests of Husky. A conflict may arise with Suppliers that employ or are partially or fully controlled by a Husky employee or family member.

To ensure that relationships with our business partners are based on integrity and sound business judgment, we require our employees to promptly disclose conflicts of interest to allow Husky the opportunity to take appropriate action. Similarly, we require any Supplier to inform us promptly if it has a family or close personal relationship with the Husky employee making or

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influencing a business decision that may benefit the Supplier or any other potential conflict of interest.

## **NON-SOLICITATION**

Suppliers will not solicit for hire any Husky employees while in a business relationship with Husky and for a period of one year after the end of the business relationship. Suppliers will not solicit business from Husky's customers or engage in business with our competitors using Confidential Information gained during our business relationship.

## **RESPONSIBLE BUSINESS ACTIVITIES**

### **HUSKY RESOURCES**

Husky's resources include, among other things, property, assets, intellectual property, and confidential information. Suppliers are responsible for safeguarding our resources used in the course of performing their work and must make every effort to protect all our resources. These resources must only be used for legitimate business purposes to advance the interests of Husky. The personal use of Husky resources without prior written permission is prohibited. The intellectual property rights of Husky and third parties with whom we work must be honored at all times. Suppliers are obligated to inform Husky of any situation that may constitute a violation of our property rights.

## **CONFIDENTIALITY**

Product and business information, know-how, trade secrets, technology and other confidential and proprietary information (collectively, "Confidential Information") are valuable assets of Husky that must be protected by Suppliers.

In addition to signing a non-disclosure agreement with Husky, Suppliers must maintain and enforce appropriate safety and physical security procedures with respect to the access and maintenance of Confidential Information that are at least equal to industry standards for such types of Confidential Information and which provide reasonably appropriate technical and organizational safeguards against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access of Confidential Information.

Suppliers will never sell Confidential Information, never disclose Confidential Information without Husky's consent, ensure Confidential Information is only used for the purposes of Supplier's provision of products and/or services to Husky, and promptly return or destroy Confidential Information at the end of our relationship or when it is no longer needed. Suppliers must restrict access to any physical or electronic copies of Confidential Information to only those employees of Suppliers who have a need to access the Confidential Information to carry out the deliverables owed by Supplier to Husky. Confidential Information must be stored in locked areas when not in use and must be shredded or otherwise destroyed after use. Suppliers must have a system to restrict access to its facilities to employees and visitors subject to appropriate confidentiality obligations. Suppliers must control the use of cameras and other electronic recording devices in production areas to support Supplier's compliance with its confidentiality obligations.

Suppliers should consider all non-public information provided by Husky to be Confidential Information. Buying and selling securities based on material non-public information, as well as sharing Confidential Information is prohibited and could result in serious civil and criminal penalties.

## **CONFIDENTIALITY AND PRIVACY**

Unless disclosure is authorized or legally mandated (e.g., by court order), we require our Suppliers to protect the confidentiality of any employee, customer or other Husky business partner information in compliance with applicable privacy legislation, irrespective of whether the information and data was provided by the employee, customer or other business partner or was created by the Supplier.

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Suppliers shall comply with applicable privacy and information security laws and associated regulatory requirements as well as with Husky privacy and security policies when personal information is collected, stored, processed, disclosed, transferred and/or shared.

If Supplier becomes aware that Confidential Information or personal information of Husky's employees, or business partners has been disclosed, or that Husky's intellectual property rights have been violated, Supplier must notify its primary Husky point of contact immediately.

## **TIMELY AND ACCURATE AND COMPLETE BUSINESS RECORDS**

Suppliers are required to maintain reasonable, complete and accurate books and records in reasonable detail, and a system of internal controls that will enable it to meet this requirement. Supplier must produce timely, accurate, and complete business records for all Husky transactions. This includes preparing accurate invoices and other financial records that are in accordance with professional accounting standards, applicable legal requirements and contractual terms and obligations. Suppliers must never make any entry in its books and records or alter, conceal, or destroy any document to misrepresent any fact, circumstance, or transaction related to Husky business.

## **SANCTIONS AND EMBARGOES**

International trade laws prohibit or restrict trade with certain countries that are subject to embargoes or sanctions, as well as with certain individuals and organizations, including entities that have ties to actual or suspected terrorists or drug traffickers. All and any instances of the Supplier, any of its affiliates or any of their directors, officers or employees appearing on an individual, organizational or country sanction or embargo list must be declared to Husky to allow Husky the opportunity to take appropriate action prior to entering into and during any business transaction.

Suppliers must comply with all applicable export control laws, as well as laws that prohibit or restrict business relationships with sanctioned countries, entities, persons, or industry sectors.

Suppliers must collect and maintain records of its supply chain traceability as necessary for such compliance. Suppliers must respond accurately and in a timely manner to reasonable requests from Husky in respect of the Suppliers' supply chain and the origin of its supplied products in order for Husky to comply with international trade laws.

## **CONFORMITIES IN THE USE OF MATERIALS AND MINERALS IN CONFLICT AREAS**

Suppliers must ensure that any goods supplied to Husky are in compliance with regulatory and other applicable requirements, including our contractual requirements, regarding the prohibition and restriction of substances, including hazardous substances and conflict minerals.

When requested, Suppliers are required to provide data and reports using a Husky-defined reporting tool and structure, regarding their use of such minerals in their products. Furthermore, Suppliers may be required to request similar information of their suppliers to establish the origin of such minerals, and to provide their findings to Husky.

## **RISK MANAGEMENT**

Suppliers must have a risk management program in place for onboarding and monitoring their suppliers to mitigate third-party risk in relation to any activity that would constitute non-compliance with the requirements set out in this Code or in any other document that forms part of the agreement between Husky and the Supplier.

Suppliers should implement a risk-based approach, conducting reasonable due diligence in respect of, and imposing controls, including contractual obligations, in respect of those of their Suppliers that present a risk of non-compliance with the law, ethical standards or this Code. Suppliers must not use third parties that are known to violate the standards set out in this Code in any supply to Husky of goods or services.

## **PRODUCT SAFETY AND QUALITY**

Suppliers will meet or exceed applicable laws and regulations as well as contractually agreed quality requirements that meet Husky's needs, perform as warranted, and are safe for their

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intended use. Suppliers must develop and maintain processes to detect counterfeit parts and materials and exclude them from products that Husky purchases.

## ENVIRONMENT

Suppliers must meet or exceed all environmental standards required by applicable laws and regulations.

Suppliers will strive to create sustainable processes and being forward thinking and environmentally responsible in all of their business activities. Suppliers must obtain and keep current all required environmental permits, approvals, and registrations, and follow the operational and reporting requirements of such permits and provide Husky with copies of such permits upon request.

Suppliers should work to reduce consumption of resources, including raw materials, energy, and water throughout their operations. Suppliers should have a climate strategy including short-term and long-term goals to minimize energy consumption and greenhouse gas emissions and seek ways to improve energy efficiency and use cleaner sources of energy. Suppliers must manage and control all waste streams to comply with applicable laws and regulations, and in an environmentally responsible and secure way.

Suppliers should seek to regularly evaluate and monitor the impact of their business activities on the environment, manage and reduce the use of energy and other resources, minimize waste and emissions, recycle materials at every stage of the product life cycle, store hazardous and combustible materials in a safe and legal manner, and reduce environmental impact through design and innovation.

We encourage certification to ISO 14001 environmental standards or any successor standards and encourage our Suppliers to develop a plan to achieve such certification status. Similarly, we encourage our Suppliers to minimize their water and energy consumption and to target ISO 50001 certification.

## COMPLIANCE AND REPORTING

### COMPLIANCE

Suppliers must have management systems, tools and processes in place and take all reasonable steps to ensure compliance with applicable laws, regulations and this Code; promote an awareness of and commitment to ethical business practices; monitor compliance with this Code and facilitate the timely discovery, investigation, disclosure and implementation of corrective actions for any non-compliance; and to provide employee training on compliance requirements.

### INFORMATION REQUESTS

Husky may request regular updates on Supplier progress towards meeting the expectations set forth in this Code and reserves the right to audit Supplier against those standards. Such audits can range from informal questionnaires to in-person audits. Suppliers will cooperate with any information requests or audits that Husky may require to confirm their commitment and compliance with the responsibilities set forth in this Code, which may include on-site visits.

Suppliers shall provide accurate and timely reporting of information reasonably required by Husky, including to enable Husky to comply with all applicable laws and regulations in relation to providing or disclosing information required by any relevant governmental body, institution or organization.

### NOTIFICATION OF NON-COMPLIANCE

Suppliers must promptly investigate reports of legal or ethical issues or concerns and notify Husky in a reasonable time period if they are not in conformance with applicable expectations. Notifications can be made to the Husky Secretary and General Counsel:

Email: [chiefprivacyofficer@husky.ca](mailto:chiefprivacyofficer@husky.ca) Ph: 1-802-859-8157.  
Mail: Secretary and General Counsel

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Husky Injection Molding Systems  
288 North Road  
Milton, Vermont, USA 05468

We expect Suppliers and their employees to speak up promptly in the event that they learn of a violation of the law or this Code either by Supplier itself or by Husky employees.

## ANONYMOUS REPORTING AND REPORTING MISCONDUCT

Suppliers must provide their employees and their business partners with access to adequate reporting channels to raise legal or ethical issues or concerns, including, without limitation, reports of a violation of this Code by Supplier or Supplier's business partners, without fear of reprisal, intimidation or harassment. This should include opportunities for anonymous reporting, such as internal or external hotlines or a whistleblower system.

In the event that a Supplier becomes aware of misconduct related to Husky business undertaken by any Husky employee, any of its employees, or any employees of its business partners, we expect the Supplier to promptly notify Husky. The Supplier may contact Husky's Secretary and General Counsel:

Email: [chiefprivacyofficer@husky.ca](mailto:chiefprivacyofficer@husky.ca) Ph: 1-802-859-8157.  
Mail: Secretary and General Counsel  
Husky Injection Molding Systems  
288 North Road  
Milton, Vermont, USA 05468

Alternatively, if the Supplier would prefer to contact Husky anonymously, the Supplier may file a report with The Compliance Partners, Husky's external whistleblower administrator, by web-based submission, email, fax, regular mail or by phone:

- Clicking on the link: [www.thecompliancepartners.com/husky](http://www.thecompliancepartners.com/husky) and filing out and submitting the online form maintained by the external service provider for Husky.
- Sending an email to [husky@signius.com](mailto:husky@signius.com)
- Sending a fax to 1-866-332-2699
- Sending a report by mail to:  
The Compliance Partners  
8915 Knight Road  
Houston, Texas, USA 77054
- Calling one of the numbers listed below, all of which are available 24 hours a day, 7 days a week:

Argentina	800-880-807	Japan	00-800-46782100
00-800-46782100	Denmark	Several options:	Mexico
Australia	00-800-46782100	1) 010-800-	Two options:
0011-800-46782100	France	46782100	001-800-514-6079
Austria	00-800-46782100	2) 001-010-800-	01-800-514-6079
00-800-46782100	Germany	46782100	Philippines
Brazil	00-800-46782100	3) 0033-010-800-	00-800-46782100
0-800-282-5763	India	46782100	Singapore
Canada	000-800-100-7604	4) 0061-010-800-	001-800-46782100
1-800-770-1662	Israel	46782100	South Africa
China	Two options:	5) 0041-010-800-	00-800-46782100
00-800-46782100	00-800-46782100	46782100	South Korea
Colombia	014-800-46782100	Luxembourg	Several options:
005-800-46782100	Italy	00-800-46782100	1) 001-800-46782100
Czech Republic	00-800-46782100	Malaysia	2) 002-800-46782100

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3) 008-800-46782100	Taiwan 00-800-46782100	United States 1-800-770-1662
Spain 00-800-46782100	Thailand 001-800-46782100	
Switzerland 0-800-987-008	United Kingdom 00-800-46782100	

## CONSEQUENCES

Though we seek to work with Suppliers to improve conditions, Husky may take a range of actions to remediate a failure by a Supplier to comply with this Code, for example by suspending business with the Supplier until corrective measures have been implemented or by terminating the relationship with the Supplier. We reserve the right to demand corrective measures and we may terminate our relationship with any Supplier that cannot demonstrate compliance with this Code.



# HUSKY®

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**husky.co**

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