



## Supplier Code of Conduct

**Purpose:** At TEAM Industries, our goal is to be a trusted engineering and manufacturing partner that delivers innovative solutions while operating with integrity, accountability, and respect. We are committed to conducting business ethically and responsibly throughout our operations and supply chain.

TEAM expects all suppliers, subcontractors, service providers, consultants, and business partners to uphold the standards outlined in this Supplier Code of Conduct. Suppliers are responsible for ensuring compliance within their own operations and throughout their supply chains.

TEAM Industries supports the principles embodied in internationally recognized human rights standards including the United Nations Universal Declaration of Human Rights, the International Labor Organization (ILO) Core Conventions, and the UN Guiding Principles on Business and Human Rights.

### 1. Legal and Ethical Compliance

Suppliers shall conduct business in full compliance with all applicable laws, regulations, and industry standards in the countries and jurisdictions where they operate.

Suppliers shall maintain ethical business practices and avoid any actions that could create legal, financial, reputational, or operational risk for TEAM Industries.

### 2. Human Rights and Labor Practices

- **Child Labor** - Suppliers shall not employ workers below the minimum legal working age established by applicable laws and regulations. Workers under the age of 18 years shall not perform work that is likely to jeopardize their health, safety, education, or development, including hazardous or prohibited work by applicable law.
- **Forced Labor and Human Trafficking** - Suppliers shall prohibit all forms of forced, bonded, indentured, prison, involuntary, or trafficked labor. Employees must be free to terminate their employment in accordance with applicable laws and employment agreements.
- **No Worker Paid Recruitment Fees**-Suppliers shall not require workers to pay recruitment, placement, transportation, or other fees as a condition of employment. If such fees are identified, suppliers are expected to provide appropriate remediation.
- **Wages, Benefits, and Working Hours** - Suppliers shall provide wages, benefits, and working conditions that meet or exceed applicable legal requirements. Working hours, overtime practices, and compensation shall comply with all applicable laws and regulations. Suppliers shall maintain accurate records of wages, hours worked, overtime, and legally required benefits.
- **Freedom of Association** - Suppliers shall respect the rights of employees to freely associate, organize, join lawful organizations, and participate in collective bargaining activities where permitted by law.
- **Respectful Workplace** - Suppliers shall maintain a workplace free from harassment, abuse, violence, intimidation, retaliation, and other inappropriate conduct. Suppliers should maintain accessible reporting channels that allow workers to raise concerns without fear of retaliation.

- Equal Employment Opportunity - Employment decisions must be based on qualifications, performance, skills, and business needs. Suppliers shall not discriminate on the basis of any characteristic protected by applicable law.

### **3. Health and Safety**

Suppliers must provide a safe and healthy workplace and maintain programs designed to prevent injuries, illnesses, incidents, and unsafe working conditions.

Suppliers are expected to:

- Comply with applicable health and safety laws and regulations.
- Identify and mitigate workplace hazards.
- Provide appropriate safety training.
- Maintain emergency preparedness and response procedures. Emergency preparedness programs should include evacuation procedures, emergency contacts, communication processes, and periodic drills where appropriate.
- Report, investigate, and take corrective action on work-related injuries, illnesses, near misses, and safety incidents as required by applicable law and appropriate to the risk.
- Provide required personal protective equipment, training, and supervision at no cost to workers where required by law or workplace hazard controls.
- Maintain appropriate controls for machinery, equipment, hazardous energy, chemicals, ergonomics, and other workplace hazards.
- Encourage employee participation in workplace safety initiatives.

### **4. Environmental Responsibility**

Suppliers shall conduct operations in an environmentally responsible manner and comply with all applicable environmental laws, regulations, permits, and reporting requirements.

Suppliers are expected to:

- Reduce waste generation.
- Improve energy efficiency.
- Minimize emissions and pollution.
- Conserve water and natural resources.
- Promote recycling and sustainable business practices.
- Maintain controls for the handling, storage, transportation, and disposal of hazardous materials.
- Maintain required environmental permits, monitoring records, manifests, inspections, and reports in accordance with applicable requirements.
- Comply with applicable chemical, waste management, spill prevention, and environmental reporting requirements.
- Promptly report significant environmental incidents when such incidents may affect products or services supplied to TEAM. Change to: Promptly report significant spills, releases, regulatory violations, or environmental incidents that may affect products or services supplied to TEAM, TEAM's reputation, regulatory compliance, or continuity of supply.

## 5. Business Integrity and Anti-Corruption

Suppliers shall conduct business honestly, ethically, and transparently.

- Anti-Bribery and Corruption - Suppliers shall not offer, provide, solicit, or accept bribes, kickbacks, facilitation payments, or any other improper benefit intended to influence a business decision.
- Gifts and Entertainment - Suppliers may provide customary business courtesies, including vendor lunches, industry events, and promotional items, when appropriate and consistent with applicable laws and company policies. Such courtesies must not improperly influence, or appear to influence, business decisions or create a conflict of interest.
- Conflicts of Interest - Suppliers shall disclose any actual or potential conflicts of interest that could affect their relationship with TEAM Industries.
- Fair Competition - Suppliers shall compete fairly and comply with applicable antitrust and competition laws.

## 6. Trade Compliance and Responsible Sourcing

Suppliers shall comply with all applicable import, export, customs, sanctions, and trade regulations.

Suppliers shall maintain accurate country-of-origin information and provide required documentation, including but not limited to:

- Country of Origin certifications
- Preferential Trade Agreement documentation
- Affidavits of Manufacture
- Conflict minerals declarations
- Forced labor compliance documentation
- Other regulatory certifications as requested

Suppliers shall promptly notify TEAM of any compliance concerns, investigations, sanctions, or regulatory actions that may affect supplied products or services.

## 7. Data Privacy, Cybersecurity, and Confidentiality

Suppliers shall protect TEAM's confidential, proprietary, and intellectual property information.

Suppliers are expected to:

- Maintain cybersecurity controls appropriate to the sensitivity of information exchanged with TEAM and applicable business risks.
- Protect sensitive business information from unauthorized access, disclosure, or loss.
- Comply with applicable data privacy and data protection requirements.
- Promptly notify TEAM of any actual or suspected data breach, cybersecurity incident, or unauthorized disclosure involving TEAM information.

Where practical and appropriate to the supplier's operations, suppliers are encouraged to align cybersecurity practices with recognized frameworks or standards such as NIST, ISO 27001, or SOC standards.

## **8. Use of Artificial Intelligence Tools**

Suppliers shall not enter, upload, disclose, or use TEAM Industries' confidential, proprietary, personal, technical, commercial, or intellectual property information in publicly available or third-party AI tools without prior written approval from TEAM.

Suppliers may use internal or enterprise AI systems only when appropriate contractual, confidentiality, security, and access controls are in place and the AI system is prohibited from retaining, training on, or redisclosing TEAM information.

Suppliers remain responsible for ensuring all AI use complies with applicable confidentiality, data protection, cybersecurity, and contractual obligations and are accountable for any unauthorized disclosure or misuse of TEAM information by their employees, representatives, subcontractors, or service providers.

## **9. Product Quality and Business Continuity**

Suppliers must maintain systems and controls necessary to meet agreed-upon quality, delivery, and performance requirements.

Suppliers are expected to:

- Maintain effective quality management systems.
- Implement corrective actions when issues arise.
- Communicate known supply chain disruptions promptly.
- Maintain contingency and business continuity plans appropriate to their operations.
- Support continuous improvement initiatives.

## **10. Supply Chain Responsibility**

Suppliers shall communicate the expectations outlined in this Code to their suppliers, subcontractors, and service providers. TEAM reserves the right to reject or require the replacement of any subcontractor or supplier whose practices are inconsistent with this Code.

## **11. Sustainability and ESG Performance**

Suppliers are encouraged to measure and improve environmental, social, and governance (ESG) performance and support sustainability initiatives where practical.

Suppliers should support continuous improvement efforts that strengthen environmental stewardship, responsible labor practices, ethical business conduct, and supply chain transparency.

## **12. Supplier Notification Requirements**

Suppliers shall promptly notify TEAM of significant events that may affect their ability to provide products or services, including changes in ownership, financial distress, bankruptcy, mergers or acquisitions, significant regulatory actions, legal actions, or material operational disruptions.

Suppliers shall also notify TEAM of any known issue that may result in supply disruption, quality risk, compliance risk, or other material impact to TEAM, its customers, or business operations.

## **13. Compliance Verification**

TEAM Industries reserves the right to assess compliance with this Code through reasonable means, including questionnaires, documentation reviews, supplier performance evaluations, risk assessments, and on-site assessments or audits.

Suppliers agree to provide relevant information and reasonable access to records, personnel, and facilities necessary to verify compliance. TEAM will respect the confidentiality of proprietary and sensitive business information obtained during the assessment process and will use such information solely for compliance verification purposes.

Whenever practical, TEAM will provide reasonable advance notice prior to conducting on-site assessments. Suppliers and TEAM will cooperate to ensure that all visits are conducted in accordance with applicable site safety, security, and confidentiality requirements.

Unless otherwise agreed in writing, each party shall be responsible for its own costs associated with compliance assessments and audits.

#### **14. Reporting Concerns**

Suppliers are required to promptly report actual or suspected violations of this Code, applicable laws, or ethical business practices.

Concerns shall be reported to the appropriate TEAM Commodity Manager or by emailing: supplychain@team-ind.com.

Suppliers are expected to cooperate fully in any investigation related to reported concerns.

Suppliers shall not retaliate against any employee or representative who reports concerns in good faith or participates in an investigation related to reported concerns.

#### **15. Non-Compliance and Corrective Action**

When non-compliance is identified, TEAM may require the supplier to develop and implement a corrective action plan within an agreed-upon timeframe.

TEAM reserves the right to suspend, discontinue, or terminate business relationships when:

- Violations are severe or illegal.
- Corrective actions are not implemented effectively.
- Repeated non-conformances occur.
- Supplier actions create unacceptable risk to TEAM, its customers, employees, or business operations.

#### **Supplier Acknowledgment**

By conducting business with TEAM Industries, the Supplier acknowledges and agrees to support the principles and requirements outlined in this Supplier Code of Conduct and to implement appropriate processes and systems to ensure ongoing compliance throughout its organization and supply chain.