Supplier Code of Conduct (SCOC)

1. PURPOSE

AMI-CON is committed to ethical conduct, integrity and compliance throughout its operations worldwide. AMI-CON values its relationships with its suppliers and seeks to partner with those who share the same commitments and who meet the requirements set forth in this Supplier Code of Conduct ("SCOC").
AMI-CON's supply chain partners are an integral part of the company's success. The SCOC establishes minimum standards to which AMI-CON expects each of its Suppliers to adhere to. AMI-CON expects its Suppliers (and their respective employees, subcontractors, and suppliers) to ensure the requirements of the SCOC are executed within their supply chains.
This SCOC may contain provisions superseded by local laws, regulations, or legal obligations. Supplier agreements are governed by contractual terms and conditions, however in the event of conflict between this SCOC and the terms and conditions of any contract, the obligations set forth in the SCOC will govern unless explicitly stated otherwise in the contract. AMI-CON wishes to establish and maintain relationships with Suppliers who demonstrate a firm commitment to this SCOC and reserves the right to terminate any contract or agreement where a Supplier is deemed, by AMI-CON to have violated any portion of the SCOC.

2. SCOPE

Suppliers shall ensure conformance to the SCOC in all their business dealings and supply chain.

3. DEFINITIONS

3.1. Bonded Labour
Practice in which workers are forced to provide labour to an employer, for a set period with little or no pay, often as a way of paying a debt. Also known as debt bondage.

3.2. Child labour
Any person under the age for completing compulsory education or under the minimum age for employment in the country.

3.3. Corporal Punishment
Discipline through use of physical punishment intended to cause harm or pain.

3.4. Disciplinary Wage Reduction
Wage deductions, fines, or account withdrawals used as a disciplinary measure. A deduction from wages equal to time not worked is not considered a disciplinary wage deduction.

3.5. Emergency or Unusual Situations
Unpredictable events or situations, which cannot be planned for or foreseen, that result in overtime exceeding legal limits.

3.6. Forced labour
Work or service that a person has not offered to perform voluntarily, but is made to perform under the threat of retaliation, punishment, or debt repayment.

3.7. Indentured labour
A worker under contract to work for a specified time-period for another person, often without wages, but instead, in exchange for accommodation, food, other essentials and/or free passage to a new country.

3.8. Prison labour (Exploitative)

Forcing prisoners to work for profit-making enterprises, either directly or through the contracting of prison labour.

3.9. Trafficking of Persons

The action or practice of illegally transporting people from one geographical area to another, typically for the purposes of forced labour or sexual exploitation.

3.10. Whistle-blower

Any person who makes a disclosure about improper conduct by an employee or officer of a company, or by a public official or official body.

4. LABOUR

AMI-CON is committed to uphold the human rights of workers, and to treat them with dignity and respect.

4.1. Freely Chosen Employment

Forced, bonded (including debt bondage) or indentured labour, involuntary or exploitative prison labour, slavery or trafficking of persons is not permitted. This includes transporting, harbouring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labour or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities including, if applicable, workers' dormitories or living quarters. As part of the hiring process, all workers must be provided with a written employment agreement in their native language or a language that they can easily understand, that contains a description of terms and conditions of employment. Foreign migrant workers must receive the employment agreement prior to the worker departing from his or her country of origin and there shall be no substitution or change(s) allowed in the employment agreement unless these changes are made to meet local law and provide equal or better terms. All work must be voluntary, and workers shall be free to leave work at any time, or terminate their employment, without penalty if reasonable notice is given as per worker's contract. Employers, agents and sub-agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are required by law. In this case, at no time should workers be denied access to their documents. Workers shall not be required to pay employers, agents, or sub-agents recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

4.2. Young Workers

Suppliers shall not use child labour. The term "child" refers to any person under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Participants shall implement an appropriate mechanism to verify the age of workers. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported.

4.3. Working Hours

Working hours are not to exceed the maximum set by local law. All overtime must be voluntary. Further, workers shall be allowed minimum breaks and rest periods set by local law.

4.4. Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Disciplinary wage reductions shall not be permitted. For each pay period, workers shall be provided

with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labour will be within the limits of the local law.

4.5. Humane Treatment

There shall be no harsh or inhumane treatment including any gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

4.6. Non-Discrimination/Non-Harassment

Suppliers should be committed to a workforce free of harassment and unlawful discrimination. Companies shall not engage in discrimination or harassment based on race, colour, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subjected to medical tests, including pregnancy or virginity tests, or physical exams that could be used in a discriminatory way.

4.7. Freedom of Association

In conformance with local law, Suppliers shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

5. HEALTH and SAFETY

AMI-CON recognises that in addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of distribution/production and worker retention and morale. AMI-CON also recognises that ongoing worker input and education is essential to identifying and solving health and safety issues in the workplace.

Suppliers shall comply with applicable health and safety regulations and continually improve health and safety performance.

5.1. Occupational Safety

Worker potential for exposure to health and safety hazards (e.g., chemical, electrical and other energy sources, fire, vehicles, and fall hazards) are to be identified, assessed, and mitigated, which includes eliminating the hazard, substituting processes or materials, , implementing administrative controls, preventative maintenance and safe work procedures and providing ongoing occupational health and safety training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well- maintained, personal protective equipment and training about risks to them associated with these hazards. Reasonable steps must also be taken to remove pregnant women and nursing mothers from working conditions with high hazards, remove or reduce any workplace health and safety risks to pregnant women and nursing mothers including those associated with their work assignments.

5.2. Emergency Preparedness

Potential emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, worker training and drills. Emergency drills must be executed as required by local law. Emergency plans should also include appropriate fire detection and suppression equipment, clear and unobstructed egress and adequate exit facilities, contact information for emergency responders and recovery plans. Such plans and procedures shall focus on minimizing harm to life, the environment and property.

5.3. Occupational Injury and Illness

Suppliers shall put in place procedures and systems to prevent, manage, track and report occupational injury and illness including provisions to encourage worker reporting, classify and record injury and illness cases, provide necessary medical treatment, investigate cases and implement corrective actions to eliminate their causes, and facilitate return of workers to work.

5.4. Industrial Hygiene

Suppliers shall identify, evaluate, and control exposure to chemical, biological and physical agents for opportunities to eliminate and/or reduce the potential hazards. If elimination or reduction of the hazards is not feasible, potential hazards are to be controlled through proper design, engineering, and administrative controls. When hazards cannot be adequately controlled by such means, workers are to be provided with and trained on the use of appropriate, well-maintained, personal protective equipment free of charge. Protective programs shall include training about the risks associated with these hazards.

5.5. Physically Demanding Work

Worker exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated, and controlled.

5.6. Machine Safeguarding

Production and other machinery shall be evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

5.7. Sanitation, Food and Housing

Suppliers shall provide workers with ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the Supplier or a labour agent are to be maintained to be clean and safe, and provided with appropriate emergency egress, hot water for bathing and showering, adequate lighting, heat and ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

5.8. Health and Safety Communication

Suppliers shall provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Training shall be provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise safety concerns without retaliation.

6. ENVIRONMENTAL

AMI-CON recognises that environmental responsibility is integral to producing world class products. Suppliers shall identify the environmental impacts and minimize adverse effects on the community, environment, and natural resources within their manufacturing operations,

while safeguarding the health and safety of the public. Suppliers shall comply with applicable environmental regulations and continually improve environmental performance.

6.1. Environmental Permits and Reporting

All required environmental permits, approvals, certifications and registrations are to be obtained, maintained and kept current and their operational and reporting requirements are to be followed.

6.2. Pollution Prevention and Resource Reduction

The use of resources and generation of waste of all types, including air, water, and energy, are to be minimized or eliminated at the source or by practices such as adding pollution control equipment, modifying production, maintenance and facility processes, materials substitution, conservation, reuse, recycling, or other means.

6.3. Hazardous Substances

Chemicals, waste, and other materials posing a hazard to humans or the environment are to be identified, labelled and managed to ensure their safe handling, movement, storage, use, recycling, reuse or disposal.

6.4. Solid Waste

Suppliers shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle hazardous and non-hazardous waste.

6.5. Air Emissions

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances and combustion by-products generated from operations are to be characterized, routinely monitored, controlled, and treated in accordance with permit conditions as required prior to discharge. Suppliers shall conduct routine monitoring of the performance of its air emission control systems.

6.6. Product Compliance and Material Restrictions

Suppliers shall adhere to all applicable laws, regulations and customer requirements regarding prohibition or restriction of specific substances in products and manufacturing, including labelling for recycling and disposal.

6.7. Water Management

Suppliers shall implement a systematic approach to responsibly manage water withdrawal and discharges in accordance with applicable regulations and permit conditions and promote water conservation.

6.8. Energy Management

Suppliers shall implement a systematic approach to track and responsibly manage energy consumption and improve energy efficiency in effort to reduce greenhouse gas (GHG) emissions.

7. ETHICS

AMI-CON expects its Suppliers to be committed to and uphold the highest standards of ethical conduct in all their business dealings.

7.1. Business Integrity

The highest standards of integrity are to be upheld in all business interactions. Suppliers shall have a zero-tolerance policy and prohibit any and all forms of bribery, corruption, extortion and embezzlement.

7.2. No Improper Advantage

Bribes or other means of obtaining undue or improper advantage with AMI-CON are not to be promised, offered, authorized, given or accepted. This prohibition covers promising, offering, authorising, giving or accepting anything of value, either directly or indirectly through a third party, in order to obtain or retain business, direct business to any person, or otherwise gain an improper

advantage. Monitoring and enforcement procedures shall be implemented to ensure compliance with anti-corruption laws.

7.3. Disclosure of Information

All business dealings should be transparently performed and accurately reflected on Supplier's business books and records. Information regarding participant labour, health and safety, environmental practices, business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices.
Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

7.4. Intellectual Property

Intellectual property rights are to be respected; transfer of technology and know-how is to be done in a manner that protects intellectual property rights; and, customer and supplier information is to be safeguarded.

7.5. Fair Business, Advertising & Competition

Standards of fair business, advertising and competition are to be upheld.

7.6. Protection of Identity and Non-Retaliation

Programs that ensure the confidentiality, anonymity and protection of Supplier and employee whistleblowers are to be maintained, unless prohibited by law. Suppliers should have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

7.7. Responsible Sourcing of Minerals

Suppliers shall adopt a policy and exercise due diligence on the source and chain of custody of the tantalum, tin, tungsten, gold, cobalt, and mica in the products they manufacture to reasonably assure that they are sourced in a way consistent with the Organisation for Economic Co-operation and Development (OECD) Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or an equivalent and recognized due diligence framework. Suppliers shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to AMI-CON upon request. Suppliers shall provide the most current version of their Conflict Minerals Reporting Template (CMRT), the Cobalt Reporting Template (CRT) or the Extended Minerals Reporting Template EMRT) upon request.

7.8. Privacy

Suppliers shall commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers, and employees. Suppliers shall comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

8. MANAGEMENT SYSTEMS

Suppliers shall adopt or establish a management system with a scope that is related to the content of this Code. The management system shall be designed to ensure: (a) compliance with applicable laws, regulations and customer requirements related to the Supplier's operations and products; (b) conformance with this SCOC; and (c) identification and mitigation of operational risks related to this SCOC. It should also facilitate continual improvement.

8.1. Company Commitment

A corporate social and environmental responsibility policy statement affirming Supplier's commitment to compliance and continual improvement, endorsed by executive management, and posted at the facility in the local language.

8.2. Management Accountability & Responsibility

Suppliers shall clearly identify the senior executive and company representative[s] responsible for ensuring implementation of the management systems and associated programs. Senior management shall review the status of the management system on a regular basis.

8.3. Legal and Customer Requirements

A process to identify, monitor and understand applicable laws, regulations, and customer requirements, including the requirements of this SCOC.

8.4. Risk Assessment and Risk Management

A process to identify the legal compliance, regarding environmental, health and safety (EHS), labour and ethics risks associated with Supplier's operations. Determination of the relative significance for each risk and implementation of appropriate procedural and physical controls to control the identified risks and ensure regulatory compliance.

8.5. Improvement Objectives

Written performance objectives, targets and implementation plans to improve the Supplier's social and environmental performance, including a periodic assessment of Supplier's performance in achieving those objectives.

8.6. Training

Programs for training managers and workers to implement Supplier's policies, procedures, and improvement objectives and to meet applicable legal and regulatory requirements.

8.7. Communication

A process for communicating clear and accurate information about Supplier's policies, practices, expectations and performance to workers, suppliers, and customers.

8.8. Worker Feedback, Participation & Grievance

Ongoing processes, including an effective grievance mechanism, to assess employees' understanding of and obtain feedback on or violations against practices and conditions covered by this SCOC and to foster continuous improvement. Workers must be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.

8.9. Audits and Assessments

Periodic self-evaluations to ensure conformity to legal and regulatory requirements, the content of the SCOC and customer contractual requirements related to social and environmental responsibility.

8.10. Corrective Action Process

A process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations, and reviews.

8.11. Documentation & Records

Creation and maintenance of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

8.12. Supplier Responsibility

A process to communicate SCOC requirements to suppliers and to monitor supplier compliance to the SCOC.

9. VERIFICATION OF ADHERENCE

Suppliers and their employees, agents, sub-agents, and subcontractors are expected to adhere to this SCOC while conducting business with or on behalf of AMI-CON. Suppliers shall, within 3 business days, inform their AMI-CON contact (or a member of AMI-CON management) when any situation develops that causes the Supplier to operate in violation of this SCOC. While AMI-CON's Suppliers are expected to self-monitor and demonstrate their compliance with this SCOC, AMI-CON may audit Suppliers or inspect Suppliers' facilities to confirm compliance. Answering any requests for information from AMI-CON, attending training on this SCOC as offered, or any additional obligations in any agreement with AMI-CON beyond this SCOC is expected.

10. REPORTING MECHANISM

To report questionable behaviour or a possible violation of the Supplier Code of Conduct, you are encouraged to work with your primary AMI-CON contact in resolving your concern. If that is not possible or appropriate, please contact AMI-CON through any of the following methods:
Phone: 01322 224726
Email: quality@ami-con.co.uk

AMI-CON will maintain confidentiality to the extent possible and will not tolerate any retribution or retaliation taken against any individual who has, in good faith, sought out advice or reported questionable behaviour or a possible violation of this SCOC.

Revision History

Clause	Revision Detail	Change Date	By Whom