

## **CODE OF BUSINESS ETHICS AND CONDUCT FOR SUPPLIERS**

Barnes Aerospace (“Barnes Aerospace”) is a premier provider for the full life-cycle supply and repair of complex aero-engine components from fan to exhaust. We have established a reputation for integrity in our business transactions and relationships with suppliers, contractors, and consultants (collectively “Suppliers”). The Barnes Aerospace Values set us apart. Integrity, Respect, Collaboration, Empowerment, and Determination drive and support us as we continue to innovate, evolve, and provide value and results for our customers and stakeholders.

We partner with Suppliers who share our commitment to the Barnes Aerospace Values and adhere to all applicable legal and regulatory requirements in their business dealings and relationships. The standards set forth in this Code of Business Ethics and Conduct for Suppliers, *as well as* the standards in [Barnes Aerospace Global Code of Business Ethics and Conduct](#) (the “Supplier Code”), are the minimum standards that all Barnes Aerospace Suppliers must meet to conduct business with Barnes Aerospace and its subsidiary and affiliated companies. Supplier’s failure to notify Barnes Aerospace of any breach and/or Supplier’s noncompliance with this Supplier Code shall be grounds to terminate the relevant contract or purchase order with such Supplier.

### **1. ADHERANCE TO LAWS.**

All Barnes Aerospace Suppliers must comply with their industry’s legal requirements and standards, the national laws and regulations of the countries where they do business, and any applicable U.S. laws and regulations. Suppliers must provide documentation, including invoices, to Barnes Aerospace as required to demonstrate compliance with applicable legal requirements.

### **2. ANTI-CORRUPTION / FRAUD.**

Suppliers must act with transparency and comply with all applicable anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act. Barnes Aerospace does not condone or tolerate unfair business practices in any form. Offering or accepting bribes, kickbacks, favors, or other improper advantages to obtain or retain business will not be tolerated. Even the appearance of such conduct should always be avoided under any circumstances.

### **3. CONFLICTS OF INTEREST.**

Suppliers are obligated to disclose all conflicts of interest or potential conflicts of interest to Barnes Aerospace before entering into a business transaction. Additionally, Suppliers must seek to avoid conflicts of interest in the work they are doing for Barnes Aerospace. A conflict of interest occurs when an individual has a personal interest that may prevent them from performing tasks in an objective manner. This includes but is not limited to: a Supplier having a personal or familial relationship with a Barnes Aerospace Employee, a Supplier having financial interests that conflict with their work for Barnes Aerospace, or the Supplier having commitments or other interests that may compromise its contractual obligations with Barnes Aerospace.

#### **4. CONFIDENTIAL AND PROPRIETARY INFORMATION.**

Suppliers must keep all Barnes Aerospace information and Barnes Aerospace's customer information the Supplier knows or should know confidential. Such confidential information includes, but is not limited to, drawings, designs, prototypes, trade secrets, know-how, data, personal, financial, or business information, terms of any agreement, and any other information not freely available to the public.

#### **5. CYBERSECURITY AND DATA SECURITY.**

To respect privacy rights and secure the data of Barnes Aerospace employees, customers, and Suppliers (collectively, "Barnes Aerospace Data"), Suppliers must implement and maintain physical, organizational, and technical measures to ensure the security and confidentiality of Barnes Aerospace Data to prevent accidental, unauthorized or unlawful destruction, alteration, modification or loss of Barnes Aerospace Data, misuse of Barnes Aerospace Data, or unlawful processing of Barnes Aerospace Data; and to protect Supplier operations and facilities against exploitation by criminal or terrorist individuals and organizations. Suppliers must respect their obligations regarding the use of Barnes Aerospace Data and must comply with laws governing intellectual property, data protection, and cyber notification. Suppliers will provide cybersecurity training to their employees to ensure that Barnes Aerospace Data is not intentionally or unintentionally disclosed to unauthorized third parties.

#### **6. INSIDER TRADING.**

While dealing with Barnes Aerospace, Suppliers may have access to non-public information about Barnes Aerospace, our business transactions, or our customers. Suppliers must not use this information as the basis of trading in Barnes Aerospace stock or the stock of other companies. It is the duty of Suppliers to communicate this to their employees who have access to non-public information about Barnes Aerospace.

#### **7. GRATUITIES AND GIFTS.**

Any payment of cash or cash equivalents (gift certificates, etc.) by a Supplier to any Barnes Aerospace employee is strictly prohibited. Barnes Aerospace Suppliers must abide by all applicable laws when giving or receiving gifts to/from third parties. Any such transactions should be accurately reflected by the Suppliers in their records and should not give the appearance of impropriety or wrongdoing.

#### **8. TRADE COMPLIANCE.**

Suppliers must comply with all applicable trade and customs laws when moving goods across borders and engaging with business partners, including, where applicable, U.S. trade and customs laws. These laws include but are not limited to applicable embargo, sanction, licensing, or approval, marking, and tax regulations and depend upon the nature of the goods, country of origin, end-use, or parties to the transaction. Suppliers will accurately mark their products and/or material with the country of origin in compliance with applicable laws.

#### **9. PHYSICAL SECURITY.**

Suppliers shall take all steps necessary to maintain the security of facilities where Barnes Aerospace products are manufactured or where Barnes Aerospace processes are exercised or maintained in accordance with the directives of Barnes Aerospace and consistent with the security procedures and processes recommended by U.S. Customs and Border Patrol as part of C-TPAT. Suppliers must be able to

produce accurate records regarding matters such as finances and manufacturing and not alter or conceal them to misrepresent any transaction.

## **10. LABOR AND HUMAN RIGHTS PROCEDURES.**

Respect and dignity for everyone are fundamental to Barnes Aerospace Values and Vision. This is outlined in the Barnes Aerospace [Human Rights Policy](#). Barnes Aerospace does not tolerate human rights abuses in any part of our business and will not tolerate human rights abuses in our supply chain. Our Suppliers are expected to abide by the following labor and human rights standards:

- a. Work Environment and Working Hours. Suppliers shall provide their employees with safe and healthy working conditions, including access to medical care, fire exits, safety equipment, and well-lit and safe workstations. Employees shall know their job responsibilities and be provided with effective training, education, and/or programs to achieve those means in a safe manner. Where housing is provided, such housing shall be in accordance with relevant laws and regulations. Facilities should be built and maintained in accordance with the standards set by applicable laws and regulations, and workers should be adequately trained to perform their jobs safely. Suppliers shall maintain reasonable employee work hours in compliance with local standards and applicable national laws of the countries where Suppliers do business. Employees shall not work more hours in one week than allowable under applicable law and shall be compensated for overtime work consistent with applicable law. At the end of employment, employees shall be reimbursed for return transportation costs if they have been recruited from outside the Supplier's country.
- b. Fair Compensation. Suppliers shall fairly compensate their employees by providing wages and benefits compliant with the national laws of the countries where Suppliers do business. U.S. Suppliers shall fully comply with the wage and hour provisions of the U.S. Fair Labor Standards Act and shall only use subcontractors who comply with this law, if applicable.
- c. Freedom of Association. The Supplier must not interfere with the rights of their workers to decide whether to legally associate with groups and organizations, including the right to join unions or engage in collective bargaining. The Supplier shall not take action to stop workers' freedom of association or unionization rights. The Supplier shall not discriminate or retaliate against any worker based on union membership or workers' decision not to join a union.
- d. Human Rights / Human Trafficking. Suppliers shall maintain employment on a voluntary basis. Suppliers will not participate in or purchase materials or services from any person or company engaged in involuntary prisoner labor, forced, bonded, or indentured labor, slavery, or human trafficking.
- e. No Child Labor. Suppliers must not use child labor. The term "child" refers to any person under the minimum legal age for employment where the work is performed. Suppliers must prove their products comply with the labor laws of the countries where they do business.
- f. Disciplinary Actions. Suppliers shall treat their employees with respect and dignity. Suppliers must provide a work environment free of physical punishment, harsh or inhumane treatment, coercion, harassment, threats, or abuse in any form.

g. Non-Discrimination. Barnes Aerospace believes that all terms and conditions of employment should be based upon an individual's employment ability, not based on personal characteristics or beliefs. Suppliers should not discriminate against their employees in hiring practices or any other term or condition of work on the basis of any characteristics that may be protected by applicable law, such as age, color, disability, gender, national origin or geographic background, race, religion, marital status, sexual orientation, union membership status, political affiliation, veteran status or citizenship.

## **11. ENVIRONMENTAL PROCEDURES.**

Suppliers should provide materials and/or products to Barnes Aerospace and conduct their business in a way that supports and safeguards the environment in accordance with applicable laws and regulations. This includes complying with applicable environmental laws regarding hazardous materials, waste and wastewater discharges, air emissions, and other environmental matters.

Suppliers will consider the environmental effects of conducting their business. Barnes Aerospace expects its Suppliers to have continuous improvement measures related to environmental and sustainability procedures, including the reduction of greenhouse gases, carbon dioxide emissions, and waste. Suppliers should monitor waste generation, water quality, air pollutants, and the consumption of natural resources. When designing and developing products, Suppliers should reduce the consumption of non-renewable resources, utilize recyclable materials, and consider proper disposal measures.

## **12. CONFLICT MINERALS.**

Barnes Aerospace is committed to ensuring that it conducts business in compliance with regulations regarding conflict minerals. Suppliers must be aware of the source and chain of custody of conflict minerals in their supply chain. Suppliers should notify Barnes Aerospace if they become aware of any conflict minerals in their supply chain and make all documentation with supporting evidence available. Suppliers must comply with federal laws requiring a specialized disclosure and conduct due diligence concerning suspected conflict minerals.

## **13. DRUG-FREE WORKPLACE.**

Barnes Aerospace is committed to maintaining a safe and productive workplace. As such, Barnes Aerospace prohibits the possession, sale, or distribution of any illegal drugs or prescription medications taken in a manner inconsistent with their prescribed use on Barnes Aerospace property. Suppliers must implement safeguards to comply with the law and maintain a workplace free.

## **14. SUBJECT TO CHANGE.**

Barnes Aerospace reserves the right to update this Supplier Code of Conduct. To remain compliant, Suppliers may access the most up-to-date Supplier Code of Conduct available on the [Barnes Aerospace Environmental, Social, and Governance page](#).

## **15. POINT OF CONTACT.**

Suppliers may use any one of the following methods to contact Barnes Aerospace regarding this Supplier Code of Conduct:

- The Supplier's Barnes Aerospace supply chain representative;
- Emailing [compliance@onebarnes.com](mailto:compliance@onebarnes.com); or
- Using our ethics reporting tool:
  - By telephone: Access our [Reporting Tool Phone List](#) to find the phone number for your country or region
  - By [internet](#).
  - By regular mail:

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Reporting Tool P.O. Box PMB 3767 13950  
Ballantyne Corporate Place, Ste. 300  
Charlotte, NC 28277-271