



Introduction

Corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to True Manufacturing. These principles apply to all aspects of our business, and encompass all business partners, suppliers, distributors, and their supply chain (“Suppliers”).

These principles are reflected in this Code of Conduct (“Code of Conduct”), which establishes the minimum standards (“Standards”) that must be met by any Supplier that sells goods to or does business with True, regarding:

- Supplier’s treatment of workers;
- Workplace safety;
- The impact of Supplier’s activities on the environment; and
- Supplier’s ethical business practices.

Each Supplier is responsible for compliance with the Standards set out in this Code of Conduct throughout its operations and throughout its entire supply chain, including all of its own suppliers, vendors, agents, and subcontractors (“Partners”).

1. Ethical Labor Standards & Anti-Slavery

True expects its Suppliers to abide by the international standards of fair and ethical labor practices as reflected by the International Labor Organization and the United Nations. These ethical labor standards include, but are not limited to, treating employees with dignity, allowing employees the right to legal wages for work performed, providing employees a safe work environment, and giving employees freedom to leave their employment.

All labor must be voluntary. Suppliers must not support or engage in slavery or human trafficking in any part of their supply chains. Suppliers must not, and must ensure that their Partners do not, support or engage in, or require any indentured, forced labor, or prison labor.

Suppliers must Implement and maintain a reliable record keeping system to verify the eligibility of all workers, including age eligibility and legal status of foreign workers.

Suppliers must not require any worker to surrender control over original identification papers or documents giving a foreign worker the right to work or to enter or leave the country.

Suppliers must not, whether or not as a condition to the right to work, require any worker (or their family members) to pay recruitment or other fees or incur any debt or other financial obligation.

Suppliers must ensure that workers have the right to freedom of movement without threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

Supplier must allow workers to terminate their employment or work arrangement without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

2. Child Labor

Suppliers must not employ or tolerate child labor in their supply chain. The minimum age for workers must not be less than 16 years old or legal minimum age, whichever is higher. Suppliers must further comply with all laws regarding employment restrictions in the hours, physical environment, and wages of young workers. In situations involving hazardous working conditions, workers should be at least 18 years of age.

3. Wages & Benefits

Suppliers must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet or exceed the minimum wage and benefits established by applicable law.

Wage payments must be made at least monthly and Suppliers must provide proof of payment to workers in the workers' native language showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions and maintain proper documentation of wage payments for their internal records.

Suppliers must not make deductions from wages, except for government required withholdings and those that are legally allowed.

4. Working Hours & Overtime

Suppliers must not permit working hours to exceed applicable laws or industry standards, whichever affords greater protection. Suppliers must compensate their workers for overtime hours at rates legally required in the country of manufacture. In those countries where premium overtime rate laws do not exist, workers must be compensated at a rate at least equal to their regular hourly wage. Suppliers must also guarantee workers breaks and days off in compliance with applicable law.

5. No Discrimination, Abuse, or Harassment

Suppliers must not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job.

Suppliers must treat workers with respect and dignity.

Suppliers must not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. Suppliers must not condone or tolerate such behavior by their Partners.

6. Health and Safety

Suppliers must provide a safe, healthy, and sanitary working environment in compliance with all applicable laws and regulations. Suppliers must implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries, that are not specifically addressed in these Standards.

Suppliers must provide workers adequate and appropriate training and personal protective equipment to protect workers against hazards typically encountered in the scope of work.

7. Freedom of Association

Suppliers must respect, and must not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

8. Environmental Protection

Suppliers must operate their facilities in compliance with all environmental laws, including laws and international treaties relating to waste disposal, emissions, discharges, and hazardous and toxic material handling.

Suppliers must ensure that the goods that they supply (including all components incorporated therein) comply with all environmental laws and treaties. Suppliers must ensure that they will only use packaging materials that comply with all environmental laws and treaties.

9. Conflict Minerals

Supplier represents and warrants that Supplier uses commercially reasonable efforts to ensure that the all products supplied to True by Supplier will not contain (i) conflict minerals (as such term is defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, "Conflict Minerals") that are necessary to the functionality or production of the Products and which originated from the Democratic Republic of the Congo or an adjoining country, or (ii) any minerals or other resources that if included in products supplied would trigger a violation of U.S. Executive Order 13671.

10. Sustainability

Sustainability is important to True and our customers. We expect our suppliers to encourage and foster sustainable practices utilizing resources like energy, water, and materials efficiently. A successful transition to a sustainable future requires manufactures and suppliers to maximize energy efficiency, reduce waste, and whenever possible utilize renewable energy and resources throughout supply chains. Suppliers shall engage in a collaborative culture of continuous improvement increasing sustainability.

11. Anti-Bribery & Corruption

Suppliers must maintain the highest ethical standards and must not engage in any conduct intending to, or likely to give the appearance of, improperly influencing any True team member in the performance of their job responsibilities. Suppliers must further comply with all applicable anti-bribery and anticorruption laws in the countries in which they operate, including the United States Foreign Corrupt Practices Act (“FCPA”) and UK Bribery Act.

12. Compliance with Laws

Suppliers must comply with all applicable national and local laws and regulations related to the Standards set forth herein. Where this Code of Conduct requires Suppliers to meet a higher standard than set out by law or regulation, Suppliers must meet such higher standards.

Suppliers acknowledge that True may in its discretion conduct inspections of Suppliers’ and their Partners’ facilities to confirm Suppliers’ compliance with this Code of Conduct. True has no obligation to conduct inspections.

13. Report Violations

Suppliers must self-report any violations of the Code of Conduct. Suppliers can also submit questions and comments regarding the Code of Conduct, to:

True Manufacturing Co., Inc.
Attn: Legal Department
2001 E. Terra Lane
O’Fallon, Missouri 63366
(636) 240-2400

Reports of violations may be made anonymously. Suppliers must not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct.

14. Audit Rights

True reserves the right to inspect, or to hire a third-party to inspect on its behalf, Supplier’s books and records and any production location for compliance with this Code of Conduct. Suppliers are expected to comply with all requests for information from True or its third-party auditor to confirm compliance with any provision contained in this Code of Conduct.

15. Termination

True may immediately terminate its business relationship (including any purchase order(s) and purchase contracts) with any Supplier if that Supplier or its Partners fail to meet the Standards. True further reserves the right to reject or return any goods to Supplier not produced or supplied in compliance with this Code of Conduct and to charge Supplier for any and all costs, expenses, and losses in connection with such rejection or return resulting from Supplier's failure to comply with these Standards.

16. Supplier Acknowledgement

As an authorized representative of supplier, I certify that supplier agrees to comply with and adhere to the laws and principles identified in True Manufacturing Company, Inc.'s Code of Conduct:

Supplier Name: _____

Supplier Address:

By (Signature): _____

Printed Name: _____

Title: _____

Date: _____