BESTOP

SUPPLIER POLICY SERIES

Supplier Code of Conduct

Standards of Ethical Business Conduct, Labor Practices, and Legal Compliance Required of All Bestop Suppliers

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1. Purpose & Scope

This Supplier Code of Conduct ("Code") sets out the minimum standards of ethical business conduct, labor practice, and legal compliance that Bestop requires of every supplier, vendor, contractor, and their respective subcontractors and agents (collectively, "Suppliers") that provide goods or services to Bestop. Suppliers must communicate these standards to their own employees, agents, and subcontractors and must flow the substance of this Code down through their own supply chains. Where applicable law imposes a stricter standard than this Code, the stricter standard governs. Compliance with this Code is a condition of doing business with Bestop and is incorporated by reference into all Bestop purchase orders and supply agreements.

2. Compliance with Laws & Regulations

Suppliers must conduct business in full compliance with all applicable laws, regulations, and industry standards in every jurisdiction in which they operate, including those governing labor, health and safety, product safety, customs and trade, anti-corruption, competition, and data protection. Suppliers must maintain the licenses, permits, and certifications required for their operations and must make evidence of compliance available to Bestop upon request.

3. Business Ethics & Fair Dealing

3.1 Antitrust & Fair Competition

Suppliers must compete fairly and must not engage in price-fixing, bid-rigging, market or customer allocation, boycotts, or any other agreement or understanding with competitors that unlawfully restrains trade. Sourcing and award decisions must be based on objective, fact-based evaluation of quality, price, delivery performance, financial stability, and technical capability.

3.2 Anti-Corruption & Anti-Bribery

Suppliers must not offer, give, solicit, or accept bribes, kickbacks, or any other improper payment or benefit to obtain or retain business or to influence any business or government decision. This prohibition extends to "facilitation payments" made to expedite routine government action. Suppliers must maintain accurate books and records reflecting all transactions with Bestop.

3.3 Gifts & Business Courtesies

Gifts, meals, entertainment, or hospitality offered to Bestop personnel must be occasional, of modest value, and never intended or perceived as an attempt to influence a business decision. Cash, cash equivalents, and gifts of significant value are prohibited in all circumstances.

3.4 Conflicts of Interest

Suppliers must promptly disclose to their Bestop purchasing contact any actual or potential conflict of interest, including any family or other personal relationship with a Bestop employee that could influence, or appear to influence, a business decision affecting the Supplier's relationship with Bestop.

4. Human Rights & Labor Standards

4.1 Freely Chosen Employment

All labor must be voluntary. Suppliers must not use forced, bonded, indentured, prison, or trafficked labor, and must not use child labor, defined as employment of any person younger than the minimum legal working age in the country of employment. Suppliers must not confiscate workers' identity documents or charge workers recruitment fees.

4.2 Wages, Hours & Benefits

Suppliers must pay at least the applicable legal minimum wage, provide all legally mandated benefits, and clearly explain wage calculations to workers. Working hours, overtime, and rest periods must comply with local law, and overtime must be voluntary and compensated at the legally required premium rate.

4.3 Non-Discrimination & Anti-Harassment

Employment decisions — recruitment, compensation, training, promotion, and discipline — must be free from discrimination based on race, color, national origin, gender, age, religion, disability, marital status, sexual orientation, gender identity, or any other characteristic protected by law. Suppliers must maintain a workplace free of harassment and abuse, whether verbal, physical, or psychological.

4.4 Freedom of Association

Suppliers must respect workers' lawful rights to freedom of association and collective bargaining and must not threaten, penalize, restrict, or interfere with workers seeking to organize or bargain collectively, consistent with local law.

4.5 Legal Workers

Supplier's employees shall maintain all necessary qualifications, licenses, permits, certifications and skills and appropriately complete all training required by applicable laws or necessary for the performance of their duties. Supplier shall only employ and will take reasonable steps to ensure that any subcontractors it engages only employ, persons who are lawfully eligible to perform their employment duties, including all laws regarding employing immigrants and/or minors. Supplier shall obtain, verify, and maintain evidence of the identity and employment eligibility under applicable laws for all Supplier and any subcontractor personnel. This shall include, where applicable, compliance with the U.S. Citizenship and Immigration Service's I-9 process. Supplier shall participate in E-Verify when legally permitted and shall maintain records sufficient to demonstrate compliance upon request by Buyer.

5. Health & Safety

Suppliers must provide a safe and healthy working environment, including hazard identification and control, machine guarding, emergency preparedness and evacuation procedures, adequate sanitary facilities, and safety training in a language workers understand. Occupational injuries and illnesses must be recorded, investigated, and used to drive corrective action.

6. Confidentiality, Information Security & Intellectual Property

Suppliers must protect Bestop confidential information — including pricing, drawings, specifications, forecasts, and other proprietary or personal data — and use it solely for the purpose for which it was provided. Confidential information may not be disclosed to any third party without Bestop's prior written consent and must be returned or securely destroyed upon request or at the end of the business relationship. Suppliers must maintain reasonable administrative, technical, and physical safeguards to protect Bestop data from unauthorized access, loss, or disclosure, and must notify Bestop promptly of any suspected breach. Suppliers must respect Bestop's intellectual property rights and must not infringe the intellectual property rights of others in the goods or services they provide to Bestop.

7. Trade Compliance & Export Control

Suppliers must comply with all applicable customs, import/export control, and economic sanctions laws, including restrictions on transactions with sanctioned countries, entities, and individuals. Suppliers must provide accurate and complete country-of-origin, classification, and valuation information on all shipping and customs documents and must promptly provide any sourcing information reasonably requested by Bestop to support Bestop's own trade-compliance and customs-reporting obligations.

8. Quality & Product Integrity

Suppliers must maintain a quality management system appropriate to the goods or services provided, meet all specifications and acceptance criteria communicated by Bestop, and promptly notify Bestop of any nonconformance, recall, or safety concern affecting parts or materials already shipped. Suppliers must not misrepresent the origin, composition, testing, or certification status of any product supplied to Bestop.

9. Reporting Concerns & Non-Retaliation

Suppliers and their employees are expected to promptly report suspected violations of this Code, of law, or of Bestop policy to their primary Bestop purchasing contact or to Bestop Supply Chain leadership. Reports may be made without fear of retaliation. Bestop prohibits retaliation against any Supplier or individual who, in good faith, reports a concern or participates in an investigation.

10. Compliance, Audits & Consequences of Non-Compliance

Suppliers must promptly and fully respond to reasonable requests from Bestop for information, surveys, or on-site audits to verify compliance with this Code. Where a gap is identified, the Supplier must implement a corrective action plan within a reasonable time frame agreed with Bestop. Bestop has zero tolerance for violations of law. Depending on severity, a failure to comply with this Code may result in required corrective action, suspension of new business awards, or termination of the business relationship with Bestop. Notwithstanding the foregoing, Supplier all times shall remain fully and solely responsible for the acts, omissions, compensation practices, immigration compliance, safety compliance, wage payment practices, and legal compliance of any and all of its employees, agents, suppliers, and/or subcontractors.

Supplier Acknowledgment

All Supplier's to Bestop acknowledge having read and understood this Bestop Supplier Code of Conduct, agree to comply with its requirements by virtue of accepting any Bestop purchase order, and agree to communicate and enforce equivalent standards throughout its own supply chain.