



Schindler Elevator Corporation

Supplier Code of Conduct

Introduction

Since its founding in 1874, Schindler's business has adhered to the principle of providing high quality products in a manner that is ethical, responsible, and legally compliant and dealing fairly and openly with our employees, customers, vendors, and suppliers.

Through our Supplier Code of Conduct ("Code of Conduct"), we hold our vendors and suppliers to the same high standards. While the Code of Conduct sets forth our minimum expectations for all vendors and suppliers, it is not comprehensive. Schindler expects all of its vendors and suppliers to adhere to principles of fair dealing with others, equitable and non-abusive relationships with employees, safe workspaces, and legal compliance, and to conduct business in a way that promotes Schindler's Core Values: Safety, Create Value for the Customer, Commitment to People Development, Integrity & Trust, and Quality.

Schindler will review and may terminate its business dealings with any vendors or suppliers who fail to adhere to these principles or violate in any way the terms of this Supplier Code of Conduct.

You and your company ("Supplier") acknowledge the importance of meeting or exceeding the requirements of this Code of Conduct and agree that this Code of Conduct is considered to be an integral part of each and every contract between Schindler and Supplier. To the extent that the terms of this Code of Conduct conflict with any such contract, you will comply with the more stringent requirement.

Legal Compliance

Schindler expects each Supplier to comply with all applicable legal requirements in the manufacturing and distribution of products and supplies and in the provision of services. Supplier's compliance not only underpins many of the other requirements in this Code of Conduct, but it is also essential to Schindler's ability to meet its own high standard of legal compliance. Therefore, in all aspects of its business, Supplier will adhere to and comply with:

- all applicable laws, ordinances, regulations, rulings, orders, and decrees of all federal, territorial, state, local or other governmental or judicial authority,
- the rules, regulations, policies, and procedures of all self-regulatory or industry bodies applicable to the industries in which Supplier operates, and
- the local customs and practices in the jurisdictions where Supplier operates. If local customs or practices are in contradiction with this Code of Conduct, Supplier will comply with this Code of Conduct.

This includes all applicable export control laws and regulations and international trade sanctions issued by UN, EU or US authorities and all requirements of the SAFE Framework of Standards to Secure and Facilitate Global Trade (SAFE Framework). Supplier must maintain compliance systems and be able to demonstrate a satisfactory record of compliance with all applicable legal requirements, including environmental, health & safety, human rights, intellectual property, anti-bribery, anti-corruption, trade compliance and competition.



Trade Compliance

Supplier will inform Schindler without delay if (i) Supplier, its immediate owner or ultimate beneficial owner, or any director, officer or representative of Supplier is or becomes subject to international trade sanctions or restrictions, or (ii) Supplier becomes subject to a sanctions compliance investigation, or (iii) Supplier is or becomes aware that any of the products, software or technology it supplies to Schindler is subject to any export controls or export license requirements. Supplier shall provide Schindler upon request, with information about the manufacturing location of Supplier's products together with proof of origin.

Fair Competition

Supplier will maintain a high standard of fair business and competition. Supplier will not enter into any agreements with its competitors to set prices, restrict the availability of products, or allocate customers or markets.

Quality Assurance

Supplier will maintain a quality assurance program ensuring that its products and services meet or exceed all applicable quality commitments. Schindler's Quality Management System is driven by the international standard: ISO 9001: 2015. Schindler's expectation of our suppliers is to perform quality assurance measures that include identification and correction of issues and defects before products are shipped, conducting testing to identify issues and defects, and identifying and correcting the root causes of issues and defects. Supplier will also develop, implement, and maintain methods and processes appropriate to its products to minimize the risk of introducing counterfeit parts and materials into deliverable products.

Ethics

Schindler requires all suppliers to maintain the highest standards of professional conduct and integrity in their business dealings with Schindler and their relations with other customers, suppliers, employees, competitors, public entities, government officials, and communities. Supplier must share our commitment to frank and productive business relationships built on honest communications and mutual respect. Supplier must conduct its business honestly and transparently, honor its business commitments, and manage unanticipated events in an open, proactive, and timely manner.

Anti-Corruption

Schindler expects its suppliers to have a zero-tolerance policy toward bribery and corruption. Therefore, Supplier will provide a workplace free of bribery and corruption by complying with all applicable laws relating to bribery, money laundering and corruption. Supplier will not engage in any form of extortion, money laundering or embezzlement. Supplier will prohibit the exchange of anything of value (including money) to or from government officials or any other person to influence actions or obtain an improper advantage. Supplier will comply with the U.S. Foreign Corrupt Practices Act, UK Bribery Act, as well as any similar state, local, territorial, federal, or national laws and regulations dealing with bribery of government officials or private persons.

Business decisions must be made on the basis of fair and objective criteria. Supplier is prohibited from directly or indirectly providing, soliciting, or accepting improper payments, gifts, bribes, kickbacks, entertainment, or other business gratuities from individuals that contradict Schindler's zero-tolerance

policy toward bribery and corruption. Supplier and its personnel will not directly or indirectly provide any corporate hospitality (including meals & entertainment) or other benefit to, or at the request of, a Schindler employee or members of their households in any situation in which it might influence, or appear to influence, an employee's decision in relation to Supplier. Only occasional gifts of nominal value without business obligations to Supplier, Schindler, or our employees are acceptable.

Conflicts of Interest

Supplier will avoid any interaction with Schindler personnel that may conflict, or appear to conflict, with the duty of Schindler personnel to act in the best interests of Schindler. Conflict of interest typically occurs when personal interests interfere with or appear to interfere with a supplier's ability to perform the work/services without bias. Supplier will disclose to Schindler all conflicts of interest or situations giving the appearance of a conflict of interest in its engagement with Schindler. Further, Supplier will inform Schindler if any Schindler personnel or their immediate family members holds a material financial or other interest in Supplier, holds a managerial position with Supplier, or is directly or indirectly employed by Supplier.

Health & Safety

Schindler suppliers are expected to provide workers with a safe and healthy work environment and to manage their operations to minimize impact to the environment and community. Suppliers are expected to establish and maintain a management system or program that encourages continual improvement in health and safety performance and includes the following elements:

- An effective process to protect employees from unsafe noise levels and to provide appropriate lighting and temperatures in the workplace.
- An effective process to provide and maintain operating machinery and equipment with guarding or other protective measures as necessary to prevent injury to workers.
- An effective process to identify, evaluate and control workplace exposures to chemical, biological, and physical agents to prevent worker illness and injury.
- An effective process to identify and control hazards in the workplace (examples include activities such as regular inspections, hazard surveys, job hazard analyses, equipment hazard reviews, and ensuring that employees do not conduct work while under the influence of alcohol or illegal drugs).
- An effective process to determine the cause of incidents that result or could result in injury, illness, property or environmental damage or business interruption.
- An effective process to encourage employee participation in health and safety programs and to encourage employees to report workplace illnesses and injuries.
- An effective H&S training program for new and existing employees.
- An effective emergency action program for each of its manufacturing locations covering events such as fires, medical emergencies, weather/natural disasters, spills, and air releases.

In addition, Supplier shall maintain a workplace environment in the spirit of the UN Universal Declaration of Human Rights and the Conventions of the International Labour Organization.



Environmental Impact

Supplier will conduct its operations with awareness of its impact on its physical environment and will maintain and adopt policies and procedures to improve environmental efficiency (including with regard to consumption of water, energy, raw materials, office materials as well as business travel and transportation mileage), minimize all forms of waste, increase the proportion of its energy consumption from sustainable sources, increase recyclability of products, and strive to continuously reduce the carbon footprint of Supplier's operations. This includes obtaining, maintaining, and complying with all environmental permits, licenses, and registrations necessary for Supplier's operations.

Supplier will monitor, control, minimize and appropriately treat emissions and pollutants to air, soil, and water, including wastewater, waste, pollution, volatile chemicals, corrosives, particulates, aerosols, and combustion products from Supplier's operations. Supplier will minimize or eliminate the discharge of byproducts into its environment and waterways and will maintain and adopt policies and procedures to reduce greenhouse gas and other forms of emissions. To the extent applicable, Supplier will adhere to ISO 14001 or comparable standards. In addition, Supplier will comply with all applicable Schindler requirements regarding the prohibition, restriction, labeling for recycling or disposal of specific substances.

Schindler welcomes opportunities to collaborate with our suppliers to reduce our environmental impact and to help preserve our environment for future generations; Supplier should work with its Schindler Sourcing Category Owner to collaborate on potential opportunities.

At a minimum, Supplier must develop, implement, and maintain:

- An effective process to assess that sufficient and qualified resources are assigned to the environmental program.
- An effective process for maintaining drums, storage tanks and other storage containers to prevent water or soil contamination or accidental discharge and a process to remedy any existing contamination.
- An effective process to ensure proper treatment of chemical or process wastewater prior to discharge.
- An effective process to ensure safe handling and appropriate disposal or recycling of waste.
- An effective environmental impact training program for new and existing employees.

Discrimination and Harassment

At Schindler, our mission is to foster and sustain an inclusive culture that welcomes, supports, recognizes, and celebrates employees of all backgrounds. We expect our suppliers to uphold the same values. Therefore, Supplier will treat its employees with fairness, impartiality, awareness, and sensitivity, and will grant equal opportunity in all aspects of employment to all persons without unlawful discrimination. This includes prohibiting unlawful discrimination on any protected basis under applicable law, including color, race, religion, gender or gender identity, sexual orientation, national origin, citizenship, ethnicity, age, disability, pregnancy, veteran status, genetic information, or other legally protected factors. Supplier will provide a safe and effective channel for those who have observed unlawful discrimination to disclose their experience to Supplier management without fear of reprisal or retaliation.



Supplier will maintain and adopt policies and procedures to provide a work environment free of unlawful harassment. Harassment includes any verbal or other conduct that is offensive, bullying, intimidating, or disparaging to any individual or group and is based on that individual's inclusion or perceived inclusion in a legally protected group. Harassment also includes sexual harassment, sexual abuse, corporal punishment, mental coercion, physical coercion, verbal abuse, and unreasonable restrictions on entering or exiting Supplier's facilities. Supplier's policies and procedures prohibiting harassment must apply to all persons involved in the operation of the company and must prohibit unlawful harassment, whether directed to employees, applicants for employment, outside vendors, contractors, customers, or others.

Supplier Diversity

Schindler is committed to improving diversity among its suppliers, vendors, and service providers. To this end, if requested by Schindler, Supplier shall provide information relating to any and all of its diversity programs, diversity spend, and other such data as Schindler may reasonably require.

Labor and Human Rights

Forced Labor. Supplier agrees not to use or profit from any form of slave, forced, bonded, indentured, or involuntary labor. Supplier agrees not to employ individuals under the applicable minimum age for employment in any applicable country. Supplier will comply with all applicable child labor laws, rules, and regulations (including all Legal Requirements promulgated under the Fair Labor Standards Act regarding child labor) and maintain official records relating to its workers' employment, including verification of workers' ages.

Terms of Employment. Supplier will ensure that compensation paid to its personnel (including employees, contractors, and temporary or part-time employees) complies with all applicable wage laws, including those relating to minimum wages, overtime hours, paid leave and mandatory benefits, and that all employees are provided with employment documents that are freely agreed and which respect their legal and contractual rights. Working hours are not to exceed the maximum set by local law. Supplier will allow its employees legally mandated breaks as well as holiday and vacation days to which they are legally entitled, including time off when ill or for maternity leave. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

Freedom of Association. Supplier will respect the right of all workers to form and join trade unions of their own choosing and to bargain collectively. Supplier will respect the right of all workers to engage in peaceful assembly as well as the rights of workers to refrain from such activities. Supplier personnel and their representatives will 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.

Community Rights. Supplier will respect community rights, such as access to land, land usage rights and the right to a safe environment, in all its operations. Supplier will assess, anticipate, and avoid negative impacts on local communities within which it operates whenever possible, with a particular emphasis on vulnerable groups such as children, ethnic minorities, and indigenous people.

Conflict Materials

Schindler expects Supplier to support Schindler's goal of not purchasing or using natural resources extracted from a conflict zone or the trade in which supports conflict, or any products manufactured from



such resources. Supplier will comply with the requirements set forth in the final rule regarding the use of “Conflict Minerals” under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the related rules and regulations issued by the U.S. Securities and Exchange Commission. Supplier will cooperate with Schindler’s efforts to perform due diligence on the use of conflict materials, including by providing the access and information required for regulatory reporting.

Intellectual Property and Confidentiality

Supplier will hold Schindler’s business, financial and technical data as well as business correspondence confidential and not misappropriate Schindler’s or others’ tangible or intellectual property. Technology and know-how must be transferred in a manner that protects intellectual property rights.

Supplier must use appropriate means to safeguard Schindler information, internally and externally, by ensuring internal firewalls are in place and that Supplier’s organization understands confidentiality requirements. Unless authorized by Schindler in writing, Supplier is not entitled to publicize its cooperation with Schindler or utilize Schindler trademarks without the express prior written consent of Schindler. If you are party to a non-disclosure or confidentiality agreement with Schindler, that agreement is incorporated by reference and your obligations under that agreement are in addition to those set forth in this Section.

Privacy, Personal Information and Data Security

Supplier will maintain and adopt reasonable safeguards to prevent exposure of the personal information of all with whom Supplier does business (including other suppliers, customers, consumers, and employees) and Schindler’s data and confidential information (collectively, “Customer Data”). Supplier must also comply with all applicable privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, or transmitted, including as applicable the General Data Protection Regulation (“GDPR”); the California Consumer Privacy Act (“CCPA”); state data breach and data security laws, including but not limited to Cal. Civ. Code § 1798, N.Y. Gen. Bus. Law § 899-aa, Mass. Gen. Law 93H, 201 C.M.R. 17.00, Nev. Rev. Stat. 603A; and all other international, federal, state, provincial, and local laws, statutes, regulations, rules, codes, and ordinances of any country or jurisdiction relating to privacy, data protection, information security or data breach notification.

If Supplier believes or has reason to believe that any unauthorized destruction, loss, alteration of or access to Customer Data has occurred (a “Security Incident”), Supplier will: (a) promptly notify us; (b) promptly, in consultation with us, start an investigation of the Security Incident and take all appropriate actions to remediate the effects of the Security Incident and mitigate any risk that may arise from the Security Incident; (c) preserve all records and other evidence relating to the Security Incident; (d) provide us with a written report on the outcome of its investigation, including any risk to Customer Data, the corrective action Supplier will take, or has taken, to respond to the Security Incident and such other information as we may reasonably request; and (e) provide us with satisfactory assurance that such Security Incident will not recur. Schindler will not be restricted from disclosing the occurrence of a Security Incident to our customers, potential customers, employees, or governmental authorities.

Flow Down

Supplier will ensure that its agents, contractors, vendors, suppliers, and business partners directly or indirectly engaged in the provision of products or services to Schindler comply with the Code of Conduct.



Recording and Monitoring Compliance

Supplier is expected to actively help Schindler in achieving compliance with this Code of Conduct. Supplier will create and maintain accurate books and records regarding the products and services provided to Schindler and Supplier's compliance with this Code of Conduct. Such records should be retained based on applicable retention requirements, including all company requirements, relevant laws, regulations, and guidelines (including the Foreign Corrupt Practices Act of the United States and similar laws and regulations in other relevant jurisdictions). Supplier will make such records, and all relevant information and documents needed to verify Supplier's compliance with the Code of Conduct, available for review by Schindler or its auditors upon request.

Reporting

Supplier will inform Schindler if Supplier becomes aware of any potential violation of this Code of Conduct. Reports, questions, or concerns with Supplier's compliance with this Code of Conduct can be sent or made to your Schindler Category Manager or Supply Chain Manager. In addition, reports can be made (anonymously where permitted by local law) via the Schindler Speak Up Hotline reporting channel: <https://app.mycompliancereport.com/report.aspx?cid=schin> or by phone at (800) 537-0004.

Supplier will provide its personnel with adequate systems to raise their concerns and grievances. If permissible by applicable laws, these reporting systems must protect confidentiality and allow anonymity. Supplier will not directly or indirectly retaliate against personnel who report misconduct or raise an ethical issue in good faith.

Schindler or its designees may survey Supplier's relevant premises to validate Supplier's compliance with the Code of Conduct if Schindler has reason to believe that Supplier may be in breach of the Code of Conduct.

Miscellaneous

Headings are for reference purposes only and shall not in any manner affect the meaning, interpretation, or effect of any provision hereof. References to specific legal requirements in this Code of Conduct are not intended to limit the general scope of Supplier's responsibility to comply with all applicable laws.

Schindler Elevator Corporation is the North American operation of the Switzerland-based Schindler Group, a leading global mobility provider of elevators, escalators and related services. Behind the company's success are over 69,000 employees operating in more than 100 countries.

With its US headquarters located in Morristown, NJ, Schindler employs more than 6,000 employees in the United States. It has manufacturing facilities in Clinton, NC and Hanover PA and over 140 field offices throughout the country. The company established its presence in the United States with the acquisition of Westinghouse Elevator in 1989 and later acquired Millar Elevator Company in Toledo Ohio. The company recently opened a Business Service Center in Atlanta, GA.

Schindler supports sustainable urban development with safe, reliable and sustainable mobility solutions, moving more than one billion people every day all over the world.