



Atlas Metal Parts Supplier Code of Conduct:

**Rev 1.0
Dated 04.20.2026**

INTRODUCTION

Atlas Metal Part, Inc. (AMP) is dedicated to exceeding customers' expectations and growing our business. A significant part of this mission is accomplished through partnerships with Suppliers who deliver quality products and services on-time and who share our commitment to the highest standards of ethical and responsible business practices.

To assist our suppliers, vendors, and service providers ("Suppliers") in understanding AMP's expectations, AMP has published this Supplier Code of Conduct, which applies to all businesses and individuals that produce goods or provide services for AMP.

While AMP recognizes that legal and cultural requirements vary in a global business environment, this Supplier Code of Conduct sets forth certain universal requirements that Suppliers are expected to follow. During the entire term of a Supplier's provision of goods and services to AMP, Supplier shall, and shall cause Supplier's agents and employees, direct and indirect sub-suppliers, subcontractors and affiliates, to fully comply with this Supplier Code of Conduct, and to ensure and guarantee full compliance throughout its supply chain. This Supplier Code of Conduct provides the foundation for AMP's ongoing evaluation or audit of a Supplier and constitutes an integral part of every agreement to which AMP and its Suppliers are party.

PRINCIPLE OF LEGALITY

Supplier must at all times comply with the laws of their countries and with all other applicable laws, rules, regulations, and standards, including those related to labor, worker health and safety and the environment. Further, AMP expects Supplier to conduct business honestly, ethically and in such a way as to reflect positively on Supplier.

In addition, because AMP is a company of the United States of America, Suppliers must also comply with certain laws, rules, regulations, and standards of the United States, even if they are located elsewhere. While Supplier must comply with all applicable laws, rules, regulations, and standards, this Supplier Code of Conduct highlights certain important areas of legal compliance.

AMP respects the principle of strict legality in all operations, activities, measures, contracts, and other practices. We expect the same from our Suppliers, including:

- Compliance with taxes and customs duties: Ensuring all taxes and customs duties are paid accurately and timely.
- Observing fair competition and antitrust laws: Avoiding practices that restrict or distort competition.
- Prohibiting corruption and money laundering: Implementing measures to detect and prevent corruption and money laundering.



- Obtaining necessary official authorizations: Secure all required permits and licenses for operations.
- Complying with export control regulations: Adhering to international customs and export control regulations.
- Protecting social and environmental standards: Upholding laws that safeguard social and environmental standards.

Specific topics relating to Social and Environmental standards include:

CHILD LABOR: Supplier will not use child labor. In no event will Supplier employ any person below the age of 16, unless this is part of a job training or apprenticeship / internship program authorized by applicable law that would be clearly beneficial to the persons participating.

FREEDOM OF ASSOCIATION: Supplier must comply with all local laws regarding employees' freedom of association and must not take unlawful actions to interfere with employees' rights. The freedom of association includes the right to bargain collectively or to belong to work councils.

COMPENSATION: Supplier will promote its employees' material well-being by providing compensation and benefits that are competitive and comply with applicable law.

FORCED LABOR AND HUMAN TRAFFICKING: Supplier will not use forced labor in any form. Supplier will not traffic persons or use any form of slave, forced, bonded, indentured or prison labor. Forced labor includes the transportation, harboring, recruitment, transfer, receipt, or employment of persons by means of threat, force, coercion, abduction, fraud or payment to any persons having control over another person for the purpose of their exploitation.

ANTI-HARASSMENT AND ABUSE: Supplier shall commit to a workplace free of harassment and abuse. Supplier shall not threaten workers with or subject them to, harsh or inhumane treatment, including but not limited to verbal abuse and harassment, psychological harassment, mental and physical coercion, abusive disciplinary practices and sexual harassment.

EQUAL OPPORTUNITY AND NON-DISCRIMINATION: Supplier shall provide equal employment opportunity and prohibits discrimination or harassment in hiring, employment, or advancement based on race, color, ancestry, national origin, age, religion, sex, gender identity or expression, sexual orientation, disability, veteran status, genetic characteristics, union membership, or any other status protected by applicable law.

WORK HOURS: Supplier will comply with applicable laws regulating hours of work.

ETHICAL RECRUITING: Supplier will comply with applicable laws that regulate hiring in a fair and transparent manner.

BRIBERY AND COURRUPTION: Supplier will under no circumstances tolerate the giving or receiving of money, gifts, or favors to influence improperly the behavior of another individual, organization, government employee, politician or government body in furtherance of a commercial or personal advantage. Bribery is never permitted, even in countries or regions where it may appear to be tolerated or condoned.

ENVIRONMENTAL AND SUSTAINABILITY: Supplier will conduct business in a manner that provides responsibly for the protection of health and environment. Supplier will continue to



improve the environmental impact of its operation in the short term, and work toward the implementation of environmentally sustainable strategies in the long term.

LAND, FOREST AND WATER RIGHTS AND FORCED EVICTION: Supplier respects the land, forest, and water rights of affected communities and is committed to avoiding forced eviction or the loss of resources essential to human rights, livelihoods, and well-being.

CONFLICT MINERALS: AMP may be required to track the use of certain mineral known as "conflict minerals". If Supplier manufactures components, parts or products containing conflict mineral, Supplier must track the use of these materials. Supplier must adopt and communicate to their sub-suppliers appropriate policies regarding conflict minerals, and ensure compliance throughout its supply chain.

USE OF PRIVATE OR PUBLIC SECURITY FORCES: Any public or private security services used by Supplier shall operate in compliance with applicable law and respect the human rights and dignity of all individuals. The use of force shall be lawful, proportionate, and appropriate to the situation.

HEALTH AND SAFETY: Supplier must actively promote the health and safety of everyone on its premises with policies and practical programs that help individuals safeguard themselves, their co-workers, and visitors. Supplier shall obtain, keep current, and comply with all required health and safety permits.

OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT: Supplier shall identify, evaluate, and manage occupational health and safety hazards through a process of hazard elimination, substitution, engineering controls, administrative controls, and/or personal protective equipment.

GRIEVANCE AND REPORTING MECHANISM: Suppliers must maintain a fair, accessible and confidential mechanism that allows workers and other stakeholders to raise concerns or grievances regarding suspected misconduct, illegal activity or violations of this Code. Reports may be made anonymously where permitted by law. All concerns must be taken seriously, investigated promptly, and addressed appropriately. Retaliation against any good-faith reporter is strictly prohibited.

DATA PRIVACY, SECURITY AND INTELLECTUAL PROPERTY

Whenever entrusted with any personal or business data, Supplier shall safeguard it and take appropriate steps to protect it from misuse and unauthorized access. All applicable data privacy laws as well as any contractual terms shall be observed and complied with when collecting, storing, using, processing, or sharing personal or business data.

AMP's technology and knowledge is critical to its operations. AMP takes great care to protect those assets to maintain a competitive advantage. Supplier is responsible for helping to protect AMP's intellectual property and confidential information. The secure use and distribution of information and data in the workplace is critical to AMP and Supplier's success in a competitive marketplace. Supplier must maintain physical and electronic security for all confidential information. Supplier's employees must use extreme care in protecting confidential or proprietary information of any kind. Face-to-face confidential discussions must be conducted in a private, secure location. If confidential information is to be discussed, the parties must first ensure that a Confidentiality Agreement has been signed and is being complied with.

Supplier must also safeguard AMP's intellectual property assets as well as the intellectual property rights of their other customers. Supplier must take all appropriate steps to ensure that it is not supplying any counterfeit or defective parts.



COMPLIANCE, REPORTING and TERMINATION RIGHTS

Compliance with this Supplier Code of Conduct is a condition of doing business with AMP. Suppliers may be required to periodically certify compliance and shall maintain reasonable processes to support compliance with this Code.

Suppliers shall communicate the requirements of this Supplier Code of Conduct to their employees, as appropriate, and are encouraged to promote similar expectations within their own supply chains.

Supplier must provide workers with a means to report violations of this Supplier Code of Conduct without fear of retaliation. Retaliation against any individual who reports a concern in good faith is strictly prohibited.

The actions of third-party agents or representatives (including government representatives) will be considered to be the action of Supplier for the purposes of this Supplier Code of Conduct. Supplier shall require its suppliers to adopt and enforce similar policies and expectations within their own supply chains and business relations.

Supplier shall allow AMP or its representatives access to its facilities and all relevant records upon reasonable request. Supplier shall cooperate with AMP in connection with any investigation regarding an alleged wrongdoing or breach of this Supplier Code of Conduct.

If Supplier becomes aware of a circumstance or actions that violates or appears to violate this Supplier Code of Conduct or AMP's business values, Supplier should immediately contact AMP's President or Controller to report this situation via email to Controller@ampwi.com; or via phone to 262.544.0200. All reports will be promptly forwarded to AMP's President for investigation and review.

If AMP determines that a Supplier has violated this Supplier Code of Conduct, Supplier must provide information relating to the incidents(s) and show within 10 days the actions taken to correct the condition. AMP will follow up on commitments to correct the condition. AMP reserves the right to hold Supplier responsible for reasonable cost of investigating and remedying non-compliance. If AMP determines at any time, at AMP's sole discretion, that a violation of the Supplier Code of Conduct has occurred, or has not been appropriately remedied to AMP's satisfaction, AMP will be permitted to terminate without liability, in whole or in part, all or any contracts, agreements, purchase orders, work orders, and similar business transactions between AMP and Supplier.