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## **TULSA WINCH, INC. SUPPLIER CODE OF CONDUCT**

Tulsa Winch, Inc., its segments, platforms, operating companies and subsidiaries worldwide (collectively, “TWG”) understand that our success depends on our reputation for ethical business performance and performing our jobs honestly, diligently and with integrity, in compliance with all applicable laws and regulations. Consistent with our commitment to conduct business fairly and honestly, we seek out business partners who share in our culture, values and business practices. This Supplier Code of Conduct (this “Supplier Code”) is an extension of the Tulsa Winch, Inc. Code of Business Conduct and Ethics (the “Tulsa Winch, Inc. Code,” and establishes the standards for conducting business with Tulsa Winch, Inc.

For the purposes of this Supplier Code, “Supplier” means any company, corporation or other entity or person that sells, or seeks to sell, goods or services to Tulsa Winch, Inc., including the Supplier’s employees, agents, subcontractors and other sub-tier sources.

Supplier is responsible for communicating the contents of this Supplier Code of Conduct to its officers, directors, employees, agents, subcontractors and sub-tier sources who are involved in the procurement and production process related to products and services provided to Tulsa Winch, Inc.

### **COMPLIANCE WITH LAWS AND REGULATIONS**

Tulsa Winch, Inc. companies do business throughout the world. Because of Tulsa Winch, Inc.’s global presence, a Supplier must comply with all laws and regulations applicable to its business in the countries where it does business, including all laws and regulations relating to each subject matter below. The Supplier must recognize that Tulsa Winch, Inc.’s obligations and requirements extend to all countries where Tulsa Winch, Inc. does business, and that in some cases, Tulsa Winch, Inc. - and its suppliers - are required to conduct business in accordance with the laws of other countries in which Tulsa Winch, Inc. operates.

### **CHILD LABOR AND FORCED LABOR**

**Supplier will not intentionally source materials from supply chains associated with human trafficking and will take reasonable efforts to assure that its own suppliers comply with this requirement.** Supplier must comply with all applicable local laws with respect to child labor. In the absence of such laws or in the event existing laws permit the hiring of a person younger than 15 years of age, the minimum age for employment or work by Supplier will be 15 years of age or the age for completing compulsory education in that country, whichever is higher. Supplier must not use forced, bonded, involuntary, prison or indentured labor.

### **WAGES AND WORKING HOURS**

Supplier must comply with all applicable local laws with respect to wage and hour laws, including those relating to minimum wages, overtime hours, and other elements of compensation, and will provide all legally mandated benefits. Supplier will not require employees to work more than the maximum number of hours permitted under applicable laws.

### **FREEDOM OF ASSOCIATION**

Supplier must respect workers’ rights to associate freely, in compliance with existing local laws and without intimidation, reprisal or harassment. Workers’ rights under local laws to join labor unions, seek representation and/or join worker’s councils should be acknowledged by Supplier.

## **DISCRIMINATION**

Supplier must not discriminate against any worker in its hiring and employment practices based on race, color, religion, disability, national origin, gender, sexual orientation, marital status, age or other characteristic protected by local law. Supplier must not discriminate against any worker based on political affiliation or union membership in its hiring and employment practices. Supplier will not require a pregnancy test prior to employment or otherwise require workers or potential workers to undergo medical tests that could be used in a discriminatory way, except where required by applicable laws, or where prudent for workplace safety.

## **FAIR TREATMENT**

Supplier will treat its workers with dignity and respect. Supplier will maintain a workplace free of harassment and discrimination and shall not threaten workers or subject them to harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse.

## **HEALTH AND SAFETY**

Supplier will conduct its operations in compliance with applicable health and safety laws and regulations and provide its workers with a safe and healthy work environment. Where Supplier also provides accommodations for its workers, such accommodations shall be appropriate for its location and be clean, safe and, at a minimum, meet the basic needs of its workers.

## **ENVIRONMENT**

Supplier will comply with all applicable environmental laws, regulations and standards and minimize any adverse impact on the environment. Supplier must endeavor to conserve natural resources and energy, and reduce or eliminate waste and the use of hazardous substances.

## **CONFLICT MINERALS**

Supplier will cooperate in due diligence requests made by Tulsa Winch, Inc. with respect to the origin of intermediaries associated with the purchases of materials or products containing Conflict Minerals, whether or not those materials or products may have been mined or produced in the Covered Countries or obtained from recycled sources, in compliance with Tulsa Winch, Inc.'s reporting requirements under the US Dodd-Frank Section 1502. Where specified in a purchase order or supply agreement, Supplier will comply with any Tulsa Winch, Inc. requirement to provide products, components, parts and materials which are free of Conflict Minerals mined or produced in the Covered Countries in support of armed conflict in the region.

“Conflict Minerals” are tin (Cassiterite), tungsten (Wolframite), tantalum (Columbite-tantalite or coltan) and gold, and the derivative metals from these minerals.

The “Covered Countries” are the Democratic Republic of the Congo, Angola, Burundi, Central African Republic, The Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia.

## **FAIR DEALING AND COMPETITION LAWS**

Supplier will not engage in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of applicable antitrust or competition laws. Supplier will uphold fair business standards in advertising, sales and competition.

## **PROTECTION OF INTELLECTUAL PROPERTY**

Supplier must respect intellectual property rights, including patents, trademarks, copyrights and process designs, and safeguard Tulsa Winch, Inc.'s confidential and proprietary information. Any transfer or sharing of technology or know-how must be done in a manner that protects intellectual property rights and is in compliance with local laws, including export laws, concerning data privacy and security.

## **DATA PRIVACY AND SECURITY**

Supplier will comply with all local laws concerning data security and privacy, and will protect and safeguard data provided by Tulsa Winch, Inc., which may include private and sensitive personal information. Any transfer or sharing of data must be done in a manner that protects such information from inadvertent or unauthorized disclosure and any disclosure must be in compliance with local laws.

## **IMPROPER PAYMENTS**

Supplier is prohibited from engaging in any corruption, extortion or embezzlement, in any form. Supplier must comply with all applicable anti-corruption laws and regulations of the countries in which they operate, the U.S. Foreign Corrupt Practices Act, the UK Anti-Bribery Act, the OECD Anti-Bribery Convention and any international anti-corruption conventions. Supplier will not offer or accept bribes or employ other means to obtain an undue or improper advantage. Bribes, kickbacks, facilitating payments and similar payments to government officials or to Tulsa Winch, Inc. employees or agents acting on Tulsa Winch, Inc.'s behalf are prohibited. Tulsa Winch, Inc. employees are discouraged from accepting gifts or entertainment from suppliers, including gifts or entertainment of nominal value. When business meals are appropriate to further business relationships, those meals may not be extravagant in nature.

Each Tulsa Winch, Inc. business is required to maintain a register of gifts and hospitality received and offered.

## **MONITORING AND RECORD KEEPING**

Supplier must maintain all documentation necessary to demonstrate its compliance with this Supplier Code and provide Tulsa Winch, Inc. with access to those documents upon Tulsa Winch, Inc.'s request for review. Neither Tulsa Winch, Inc. nor any of its affiliates or authorized agents assumes any obligation or duty to monitor or ensure compliance with this Supplier Code. Supplier is solely responsible for compliance with this Supplier Code by its officers, directors, managers, employees, representatives and agents.

## **VIOLATION OF THIS SUPPLIER CODE**

If a Supplier violates any of the requirements contained in this Supplier Code, Tulsa Winch, Inc. may immediately terminate its supply relationship with that Supplier. Violations of this Supplier Code should be reported to one of the following two confidential options:

- (1) By Telephone: 1-800-495-1775 (within the United States). For telephone instructions from locations outside the United States, visit [www.thedoverhotline.com](http://www.thedoverhotline.com) for a list of available telephone numbers; or
- (2) By Internet: [www.thedoverhotline.com](http://www.thedoverhotline.com)

