



# Supplier Code of Conduct

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## SUPPLIER CODE OF CONDUCT

Wunderlich-Malec Engineering, Inc. and its Affiliates (“Wunderlich-Malec”) is a leading provider of advanced engineering solutions, professional services, controls and integration, and custom panel assemblies for commercial, industrial, and government clients around the globe. Our clients include some of the world’s largest and most trusted companies, spanning commercial and industrial markets. We recognize our important responsibility to comply with all applicable legal regulations and client requirements in pursuit of this important and innovative work, and we have built our reputation and success upon conducting business with uncompromising integrity. We expect our suppliers, agents, and other representatives to uphold that same high standard of conduct.

To recognize and reinforce the standards to which Wunderlich-Malec holds itself and its suppliers, we have created this Supplier Code of Conduct, reflecting our commitment to doing business with individuals and organizations that operate with professionalism, ethics, fair practices, safety, compliance, and responsibility. Your commitment to this Supplier Code of Conduct will be considered during the supplier selection process. By doing business with Wunderlich-Malec, you agree to follow each of the principles, guidelines, and expectations stated in this document.

### WUNDERLICH-MALEC PROCEDURES

#### Supplier Onboarding

Suppliers shall provide all necessary data as may be reasonably requested for onboarding prior to conducting business with Wunderlich-Malec. This includes the following:

- Supplier shall provide all key data (i.e., tax documents, banking information, etc.) to ensure proper set up in Wunderlich-Malec’s systems, and any documentation needed for Wunderlich-Malec to secure pre-approval from its client to utilize supplier, if required.
- Supplier shall provide information regarding their status as a small or diverse business on request, including information regarding sub-suppliers where applicable.
- Supplier shall execute a non-disclosure agreement, when required, prior to receiving information from Wunderlich-Malec or its client.
- Supplier shall acknowledge and/or execute mutually applicable terms in writing when requested prior to issuance of a Purchase Order.

#### Orders and Invoicing

Supplier shall provide a written quote or proposal in sufficient detail as required by Wunderlich-Malec or its client. Suppliers shall not perform any services without a fully-executed contract and/or Purchase Order in place. No verbal orders will be accepted. Purchase Orders must be accepted by the supplier by written order acknowledgement returned to Wunderlich-Malec preferably within 24 hours. Supplier’s order acknowledgement should include: price, ship-to address, payment terms, Purchase Order number, quantity, and specific ship date by line item (general lead time estimates such as “1-2 weeks” are not acceptable). Suppliers shall provide all accurate information on submitted invoices, as instructed by Wunderlich-Malec, and shall include the appropriate Purchase Order number on the face of the invoice. Unless otherwise agreed or provided for in negotiated terms, invoices should be sent after shipment, and invoice sent prior to shipment may not be accepted. Invoices must be sent to [wmapmail@wmeng.com](mailto:wmapmail@wmeng.com); or for Case RMC, LLC, to [caseapmail@wmeng.com](mailto:caseapmail@wmeng.com). Invoices sent any other way will result in delayed payment. All invoices must match the price quoted by supplier and shall not exceed the Purchase Order value.

### Shipping

Wunderlich-Malec shipping instructions must be followed as stated on the Purchase Order, including carrier selected (e.g., UPS, Fedex). In setting up shipments with carriers, please note the Wunderlich-Malec Purchase Order number in the reference field. Tracking information for the order should be forwarded to [BU16-MN-Purchasing@wmeng.com](mailto:BU16-MN-Purchasing@wmeng.com). If drop-shipping direct from the manufacturer, our Purchase Order must be referenced on the packing slip. Advance notice must be given of any expected deviations from the committed receipt date. Suppliers must comply with all applicable import and export laws, regulations and controls, sanctions, embargoes, supply-chain security requirements, and any other trade compliance laws and regulations of the United States and any other country in which activities are conducted.

### Returns and Replacements

Return merchandise authorizations will be added to the original Purchase Order. Advance replacements will only be executed if documented on the Purchase Order. Any restocking fee that applies to returns must be agreed upon prior to return shipment.

### Documentation

Suppliers shall maintain documentation necessary to demonstrate conformance with this Supplier Code of Conduct and compliance with applicable laws, regulations, rules, ordinances, permits, licenses, approvals, orders, standards and relevant client requirements.

### Audit Rights

We have the right to audit our key suppliers of materials and services to assess compliance with the expectations set forth in this Supplier Code of Conduct. If we determine that a supplier has failed to meet these expectations, we may take action with respect to that supplier, including requiring corrective actions or canceling outstanding orders. We have not typically required independent certifications of compliance but typically have the right to obtain documentary evidence of compliance upon request.

## ETHICAL BUSINESS PRACTICES

Suppliers shall conduct their business in an ethical manner and act with integrity. Wunderlich-Malec expects suppliers to comply with all legal and regulatory requirements regarding ethics including:

### Business Integrity and Fair Competition

Suppliers shall not pay or accept bribes or participate in other illegal inducements in business or government relationships, including any act in violation of the Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. §§ 78dd-1. Suppliers shall conduct their business consistent with fair and vigorous competition and in compliance with all applicable anti-trust laws. Corruption, extortion, bribery, kickbacks, and embezzlement are prohibited, even in areas where such activity may not violate local law. Suppliers shall employ fair business practices including accurate and truthful advertising. Suppliers are not to use Wunderlich-Malec's name, mark(s), or logo(s) (or that of our affiliates or products) in publicity or advertising without our prior written consent.

### Conflicts of Interest

A conflict of interest exists whenever there is a competing interest that may interfere with our ability to make an objective decision and act in the best interest of our company and our clients. Wunderlich-Malec and its suppliers are expected to use good judgment and to avoid situations that can lead even to the appearance of a conflict that may undermine the trust others place in us. Suppliers that do business with Wunderlich-Malec shall not have any competing interest that may interfere with their ability to make objective decisions to act in the best interest of Wunderlich-Malec. Good judgment is expected as well as avoiding the appearance of a conflict of interest. All suppliers shall notify Wunderlich-Malec immediately in the event of a potential or actual conflict of interest.

### **Gifts and Gratuities**

Wunderlich-Malec employees are not permitted to solicit gifts from current or potential suppliers. Employees may accept gifts of a nominal value, i.e., business lunches, promotional items, or similar. Although giving gifts is acceptable in some cultures, Wunderlich-Malec requests that suppliers respect its policy.

### **Trade and Export Compliance**

Suppliers must comply with all applicable import and export controls, sanctions and other trade compliance laws, regulations and rules of the United States and of any country where such transactions occur.

### **Labor Practices**

Suppliers will not engage in or support the use of forced, bonded or indentured labor, involuntary prison labor or human trafficking, and will not purchase material or services from vendors utilizing such labor practices. Suppliers shall not use child labor, and shall maintain employee files with adequate data to verify ages of employees. The employment of young workers below the age of 18 shall only occur in non-hazardous work and when young workers are above a country's legal age for employment or the age established for completing compulsory education. Suppliers shall provide a workplace free of harsh and inhumane treatment which includes, but is not limited to, any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, or intimidation of workers. Suppliers shall pay workers according to applicable wage laws, including minimum wages, overtime hours, and mandated benefits as per custom of the country of employment.

### **Non-Discrimination**

Suppliers shall provide a workplace free of harassment and discrimination. Harassment or discrimination for reasons such as race, color, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership, or marital status is not condoned or tolerated.

### **Diversity**

Wunderlich-Malec is an equal opportunity employer, and we expect suppliers to share our commitment to commitment to equal opportunity and employee diversity. This includes recruiting and advancing qualified minorities, women, persons with disabilities, and covered veterans, as well as identifying and providing opportunities to diverse and small businesses in connection with supplying useful goods and services to Wunderlich-Malec at competitive prices. Depending on the nature and depth of the engagement, suppliers may be required to have a plan in place to comply with affirmative action requirements or other client requirements related to diversity and diverse business enterprises.

### **Health and Safety**

Wunderlich-Malec is committed to the safety and health of its employees, maintaining safety and health programs, and conducts its operations in compliance with applicable laws and regulations. Suppliers are expected to provide a safe working environment that supports accident prevention and minimizes exposure to health risks. Suppliers are expected to comply with applicable safety and health laws and regulations in the countries in which they operate, and any requirements of Wunderlich-Malec clients.

## **INFORMATION SECURITY AND PRIVACY**

Wunderlich-Malec is dedicated to safeguarding company and client information in compliance with applicable laws concerning proprietary, confidential, and personal information. We rely on suppliers to comply with all applicable laws and regulations governing the protection, use, and disclosure of such information as well, to protect information we share with you.

### **Confidentiality**

Suppliers shall not use or disclose confidential information of Wunderlich-Malec and/or its clients other than with the express prior written consent of, and for the benefit of, Wunderlich-Malec. In particular, suppliers shall not exchange or otherwise disclose Wunderlich-Malec confidential information with any third party, competitor, or other supplier. Any information or data regarding Wunderlich-Malec operations shall always be treated as strictly confidential unless that information is in the public domain. Suppliers must ensure that any confidential information they receive is only shared with employees who have a “need to know” this information and who have agreed to keep the information confidential. Wunderlich-Malec may require suppliers to sign a separate non-disclosure agreement prior to transmission of information.

### **Data Privacy**

Suppliers must abide by all applicable data privacy and data security laws and regulations when handling personal information. “Personal information” means any information that identifies, or could be used to identify, an individual and includes, without limitation, names, addresses, email addresses, and telephone and fax numbers. Suppliers must immediately report unauthorized use, disclosure or loss of Wunderlich-Malec-related Personal Information, whether inadvertent or not, to [cybersecurity@wmeng.com](mailto:cybersecurity@wmeng.com).

### **Technology Safeguards**

Suppliers shall take all necessary technical, procedural and administrative safeguards to prevent the unauthorized disclosure, misuses, theft, fraud, improper access, disclosure or alteration; including an unauthorized communication and/or publication of information acquired from or on behalf of Wunderlich-Malec. In those circumstances where a supplier has access to the electronic environment of Wunderlich-Malec or our client (including, without limitation, email, voicemail, intranet, internet, or software), supplier shall use these tools for Wunderlich-Malec business purposes only, and only in compliance with the information security policies stated in this Supplier Code of Conduct. Any unauthorized access, use, disclosure or loss (including theft) of Wunderlich-Malec confidential or other information must be immediately reported to [cybersecurity@wmeng.com](mailto:cybersecurity@wmeng.com).

### **Business Continuity**

Suppliers are responsible for developing and implementing appropriate business continuity plans for any and all operations supporting Wunderlich-Malec. In particular, suppliers shall have programs in place to prevent and respond to catastrophic loss or interruption in data or services. Suppliers shall inform Wunderlich-Malec of financial, economic, supply changes, or other material conditions that affect or might affect the ability to supply Wunderlich-Malec or Wunderlich-Malec’s ongoing operations or operating decisions.

### **Intellectual Property**

Our intellectual property is a valuable asset that must be protected at all times. This includes our patents, trademarks, trade secrets, brands, copyrights, inventions, and logos. Suppliers must respect intellectual property rights and must not use our intellectual property without our permission or share our intellectual property with any third parties without proper authorization including a license and/or non-disclosure agreement. Our trademarks should never be used in a degrading, defamatory, or otherwise offensive manner. Suppliers must also agree to comply with laws protecting intellectual property, and must respect and protect Wunderlich-Malec intellectual property as stated in this Supplier Code of Conduct, even in areas where such activity may not violate local law.

## SUSTAINABILITY

Wunderlich-Malec believes in promoting sustainable processes that strengthen our economic value. We strive to operate in an environmentally responsible and efficient manner, and requires our suppliers to likewise work to minimize adverse impacts on the environment. Suppliers should have a sustainable procurement policy in place to ensure their own suppliers conduct business to minimize environmental impact and avoid having adverse health impacts on communities where they operate.

### Environment

Suppliers are encouraged to conserve natural resources, to avoid the use of hazardous materials where possible, and to promote activities that reuse and recycle. Wunderlich-Malec expects suppliers to comply with all laws, regulations, standards, ordinances, rules, permits, license approvals, and orders regarding the environment and the use of restricted substances. Suppliers shall obtain all required environmental permits, licenses, and approvals and comply with all applicable operational and reporting requirements for its own operation. Suppliers are to adhere to all applicable restricted substance laws, regulations, and customer requirements including responding to requests for substance composition in materials/parts, prohibition or restriction of specific substances, including labeling for recycling and disposal. Suppliers shall have systems in place to ensure the safe handling, movement, storage, recycling, reuse or management of waste, air emissions, and wastewater discharges for its own operations. Any waste, wastewater, or emissions with the potential to adversely impact human or environmental health shall be appropriately managed, controlled, and treated prior to release into the environment.

### Conflict Minerals

Supplier shall ensure that all parts and products supplied to Wunderlich-Malec do not contain “Conflict Minerals”, i.e. columbite-tantalite (tantalum), cassiterite (tin), gold, wolframite (tungsten), or their derivatives sourced from regions of conflict such as the Democratic Republic of the Congo (DRC) or an adjoining country that have directly or indirectly financed or benefitted armed groups. Suppliers shall have systems in place that are designed to meet these objectives. Suppliers must promptly notify Wunderlich-Malec if the products or materials they supply to Wunderlich-Malec contain Conflict Minerals.

Department:  
**Purchasing**

Owner:  
**Purchasing Manager**

#### Revision History:

<i>Change</i>	<i>Rev No.</i>	<i>Date</i>	<i>Author</i>
Policy issued	1	8/2019	Purchasing
Policy revision	2	4/7/2021	Purchasing/Legal