



CIRCOR SUPPLIER CODE OF CONDUCT

This Supplier Code of Conduct applies to all vendors doing business with Circor International, Inc. or any of its corporate affiliates. It sets forth minimum workplace standards and business practices that are expected of any Supplier doing business with CIRCOR International, Inc. and/or any of its corporate affiliates (collectively, "CIRCOR") consistent with our company's values. These requirements are applicable to all Suppliers of goods and services to CIRCOR globally.

A) CODE OF CONDUCT

1. Compliance with Laws:

Supplier's personnel and operations shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules, and regulations. Additionally, Suppliers will ensure that products, services and shipments for CIRCOR adhere to all applicable international trade compliance laws, rules, and regulations.

2. Labor:

Suppliers shall uphold the human rights of workers and treat them with dignity and respect.

a) Suppliers shall employ only workers who meet the applicable minimum legal age requirement, except that in no event shall Supplier employ any person under the age of 16, even if local law permits otherwise. Suppliers shall also comply with all other applicable child labor laws according to local regulations.

b) Suppliers shall not use any indentured or forced labor, slavery or servitude.

c) Suppliers plants shall set working hours, wages and over-time pay in compliance with all applicable laws. Workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater.

d) Suppliers shall treat employees with dignity and respect and will not engage in or permit corporal punishment, threats of violence, or other forms of harassment whether based on gender, race, color, religion, ethnicity, age, sexual orientation, national origin, disability, or any other legally protected characteristic.

e) Suppliers shall employ workers on the basis of their ability to do the job, not on the basis of their personal characteristics or beliefs (including race, color, gender, nationality, religion, and age, maternity or marital status).

f) Supplier shall respect employees' right to join or not join any lawful organization, including trade unions and works councils, and shall comply with all applicable local and national laws pertaining to freedom of association and collective bargaining.



3. Health & Safety:

CIRCOR is committed to being a global leader in safeguarding the health and safety of our employees and protecting the environment.

a) While suppliers are on-site at a CIRCOR location or at a CIRCOR customer location on behalf of CIRCOR, suppliers shall comply with CIRCOR's Safety Policy, CIRCOR's EHS handbook, and any site-specific requirements.

b) Suppliers shall ensure a safe work environment and minimize physical and chemical hazards through proper design, engineering and administrative controls, preventative maintenance and safe work procedures as well as ongoing safety training.

c) Suppliers shall provide workers with appropriate personal protective equipment where hazards cannot be adequately controlled by other means.

d) Suppliers shall provide and properly maintain physical guards, interlocks, and barriers where machinery presents an injury hazard to workers.

e) Suppliers shall minimize the impact of emergency situations through the implementation of emergency plans and response procedures.

4. Environment:

At CIRCOR, environmental considerations are an integral part of our business practices and the production of world-class products. CIRCOR's suppliers shall comply with all applicable environmental laws and regulations.

a) Suppliers shall maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits.

b) Suppliers shall comply with regulated substance specifications and with any applicable laws and regulations prohibiting or restricting the use or handling of specific substances.

c) Suppliers shall endeavor to reduce or eliminate solid waste, wastewater, and air emissions by implementing appropriate conservation measures in their production, maintenance, and facility processes.

d) Suppliers shall manage, control, treat and/or dispose of non-hazardous solid waste, wastewater, and/or air emissions generated from operations as required by applicable laws and regulations, before discharge.

5. Ethics:

Suppliers shall commit to the highest standards of ethical conduct when dealing with its employees, suppliers and customers.

a) Suppliers shall prohibit any and all forms of corruption, extortion, and embezzlement by its employees, officers, directors or agents.

b) Suppliers shall adhere to standards of fair business, advertising, and competition.



- c) Suppliers shall not offer or accept bribes or other means to obtain an undue or improper advantage.
- d) Suppliers shall accurately record and disclose information regarding their business activities, structure, financial situation, and performance in accordance with applicable laws and regulations as well as prevailing industry business practices.
- e) Suppliers shall respect intellectual property rights and safeguard customer information. Transfer of technology and know-how shall be done in a manner that protects intellectual property rights.
- f) Suppliers shall incorporate international Supply Chain Security (SCS) measures into their business processes as described by the World Trade Organization's SAFE framework or similar SCS guidelines (e.g., Business Anti-Smuggling Coalition (BASC) Security Program; Customs-Trade Partnership Against Terrorism (C-TPAT); Authorized Economic Operator (AEO), Partners in Protections (PIP).
- g) Suppliers shall implement processes as well as procedures and exercise due diligence to detect and avoid counterfeit parts.
- h) CIRCOR is committed to ensuring that the products it sells do not incorporate "conflict minerals" (minerals which are smelted into tin, tantalum, tungsten and gold) sourced from entities which directly or indirectly finance conflict in the Democratic Republic of Congo or adjoining countries. CIRCOR requires its suppliers to:
 - i. Perform sufficient due diligence into their respective supply chains to determine whether products sold to us contain tin, tantalum, tungsten or gold, and, if so, whether and to what extent those metals are sourced from conflict-free smelters;
 - ii. Report to CIRCOR the results of such due diligence to enable CIRCOR to comply with its legal obligations and policy goals; and
 - iii. Commit to being or becoming "conflict-free", so that any such metals are sourced only from conflict-free smelters.
- i) Suppliers shall implement a comprehensive business continuity plan throughout its operations and supply chain to preserve the safety of workers, protect physical property from loss and damage, safeguard intellectual property, prevent interruptions in the manufacturing process and ensure the integrity of shipments at the point of origin.
- j) Suppliers shall implement processes to address the confidentiality and protection of an employee who in good faith raises a concern, makes a report, or assists with an investigation related to potential ethical or criminal violations.

6. Anti-Corruption:

CIRCOR is committed to complying with anti-corruption laws that prohibit bribes, kickbacks, or other corrupt actions to obtain or retain business or obtain any improper advantage. All suppliers are expected to comply with applicable anti-corruption laws while conducting business with CIRCOR. Suppliers are prohibited from directly or indirectly



offering, giving, accepting or receiving any form of bribe, kickback, or other corrupt payment, to or from any person or organization, including government agencies or officials, private companies or employees of those private companies.

Prohibited by this policy are all offers, payments, transfers, acceptances or receipts of any unlawful or excessive gift, contribution, payment, favor or service for the purpose of obtaining or retaining an improper business benefit, including all transfer of cash or its equivalent, excessive gifts in kind or in services, as well as corrupt contributions, grants or fees payable to third parties.

7. Gifts and Entertainment:

CIRCOR recognizes that it is customary for some of its suppliers, customers and other business associates to occasionally give small gifts or offer modest business entertainment to those with whom they do business. It is important, however, that these gifts and entertainment events do not affect an employee's business judgment, or give the appearance that judgment may be affected. When doing business with or conducting business on behalf of CIRCOR, Supplier may, for legitimate business purposes: (i) offer gifts or entertainment to suppliers, customers or other business associates; or (ii) accept gifts or entertainment offered by suppliers, customers or other business associates; *provided, however*, that in each instance the gift or entertainment:

- is unsolicited;
- is not paid in cash or its equivalent;
- is of reasonable value and conforms to ordinary business custom;
- does not constitute a violation under applicable law;
- is not a bribe, kickback or other illegal or illicit payment;
- is not given in exchange for any consideration;
- would not embarrass CIRCOR if disclosed publicly; and
- does not create the appearance (or an actual or implied obligation) that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms.

Any supplier that violates the provisions of this Section 7 when conducting business with CIRCOR risks immediate loss of all existing and future CIRCOR business.

B) COMPLIANCE MONITORING

The supplier will allow CIRCOR and/or any of its representatives or agents access to its facilities and all relevant records associated with the products and services provided to CIRCOR. The supplier and CIRCOR will establish a mutually agreeable date and time for access. However, risks to CIRCOR's business may require immediate access to the products, services and associated records and supplier will accommodate CIRCOR's access as required. Supplier also agrees to cooperate with CIRCOR to investigate any allegations of wrongdoing, misconduct or corruption.



C) APPLICATION TO SUB-CONTRACTORS

This Code also applies to any sub-contractor(s) to the supplier, providing goods or services to the supplier. The Supplier Code of Conduct shall be cascaded down to all sub-tier subcontractors. The supplier is fully responsible for ensuring compliance by any such sub-contractor(s) as if it were the supplier itself. CIRCOR reserves the right to audit the supplier's sub-contractors for compliance to CIRCOR's Supplier Code of Conduct and supplier will accommodate CIRCOR's audit as required.

D) EVENT OF VIOLATION

Any violation by Supplier of this Code of Conduct shall constitute a material breach of this Agreement, and shall subject the Agreement to summary termination without compensation to Supplier. Supplier shall promptly report to CIRCOR notice of known breach of this Code and implement a corrective action plan to cure the non-compliance within a specified time period (furnished to CIRCOR in writing). If the supplier fails to meet the corrective action plan commitment, CIRCOR may terminate the business relationship, including suspending placement of future orders and potentially terminating current production. CIRCOR reserves the right to hold supplier responsible for reasonable costs of investigating non-compliance.

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