



MAC TRAILER ENTERPRISES, INC. SUPPLIER CODE OF CONDUCT

Since its inception in 1994, MAC Trailer Enterprises, Inc (“MAC”) has operated with the highest ethical standards of integrity that has earned the on-going trust and business of its customers. MAC has always understood that good business practice means being in full compliance with all applicable laws and regulations while operating at the highest ethical standards.

MAC acknowledges that its success, reputation, and commitment to excellence has been in conjunction with its key supplier relationships. As a result, MAC has developed this Supplier Code of Conduct (“Code”) to extend this commitment to compliance and ethics with all its suppliers. MAC expects all suppliers and their representatives to adhere and comply with this code as it conducts business with or on behalf of MAC. It is the responsibility of the supplier to train, educate and inform their representatives of this code to better understand and ensure compliance with the Code.

MAC will conduct its business in accordance with all applicable laws and regulations. However, compliance with these laws and regulations does not comprise the entire ethical responsibility of the MAC’s directors, officers, employees, agents, and vendors. This Code is in addition to any specific obligations under the supplier’s written agreement with MAC. The guidelines in this code will apply unless superseded by international, federal, state, or local laws.

It is understood that this Code should be applied as a total supply chain initiative that should extend to both the supplier and their suppliers. Some of these are noted in the MAC Trailer Enterprise Inc. Terms and Conditions document.

All MAC suppliers are required to read the Supplier Code of Conduct and return a signed copy of the acknowledgment of receipt within 30 days.

SUPPLIER COMPLIANCE PRACTICE CATEGORIES

Supplier and its Representatives will conduct business with or on behalf of MAC in full compliance with the applicable laws in which it conducts business and in a manner that always reflects the highest standards of ethics. Supplier and its Representatives will:

Anti-Corruption:

- Not participate in bribes or kickbacks of any kind whether in dealings with public officials or individuals in the private sector
- Comply with laws governing lobbying, gifts and payments to public officials, political campaign contribution laws and other related regulations.
- Comply with anti-corruption and anti-money laundering laws of countries in which the supplier does business including the United States Foreign Corrupt Practices Act, UK Bribery act and other similar governmental regulations.



- Not directly or indirectly offer or pay anything of value (including travel, gifts, hospitality, expenses and charitable donations) to any individual including government officials or employees, government agencies, political parties, public international organizations, or any candidates for political office for the purpose of inducing the individual to misuse his/her position to obtain or retain business or otherwise improperly promote the business interests of the Company.

Anti-Trust: Conduct business in full compliance with applicable anti-trust and fair competition laws. In respect of dealings with competitors, such legislation prohibits collusion and other activities aimed at influencing prices or conditions, dividing sales territories or customers, or using improper means to obstruct free and open competition. Furthermore, such legislation prohibits agreements between customers and suppliers restricting customers' freedom to determine their terms and conditions when reselling goods.

Boycotts: Not participate in any activity that could have the effect of promoting a boycott or restrictive trade practice fostered by a foreign country against customers or suppliers located in a country friendly to the U.S., or against a U.S. person, firm or corporation.

Conflict Minerals and Hazardous Substances: Suppliers should comply with Dodd-Frank Act 1502 to assure no goods or components that contain tantalum, tin, tungsten and gold from the Democratic Republic of Congo are supplied to MAC. Additionally, supplier should be able to provide certificate of compliance for California Proposition 65, Heavy Metals, Substances of Very High Concern and other state or local directives.

Discrimination: Supplier should have active measures to eliminate discrimination in all its forms, within the bounds of applicable law and in particular discrimination against employees on basis of gender, race, color, disability, ethnic or culture origin, religion or other beliefs, age, sexual orientation, genetic information or any other characteristic protected by law.

Environmental: Suppliers should comply with all applicable environmental laws and regulations related to their operations. This includes but is not limited to:

- Obtaining and maintaining environmental operating permits
- Proper handling and disposal of hazardous wastes • Waste of all types is to be reduced or eliminated.
- Monitoring, controlling and treatment of air, water, solid waste discharges produced from operations.

Health and Safety: Suppliers should protect the health and safety of its employees at work in accordance with all applicable governmental regulations and commit to continuous improvement of working conditions. Consideration for this includes but is not limited to:

- **Minimum Wages:** Suppliers will provide wages for regular and overtime work and benefits that meet or exceed recognized minimal legal requirements.



- **Working Hours:** Suppliers will not require workers to work more than the maximum hours of daily labor set by governmental laws.
- **Safety:** Suppliers must provide a safe and healthy work environment that minimizes work related injuries and illnesses. Suppliers should comply with OHSAS & ILO Guidelines.
- **Workplace** – Supplier shall provide an environment free of harassment, intimidation and discrimination based upon race, color, religion, ethnicity, gender, national origin, disability, age, sexual orientation genetic information or any other characteristic protected by law.

Human Rights: Suppliers must respect and support local, state, nationally and internationally recognized human rights laws and regulations. This applies to all employees whether direct, temporary, student, contract or any other type of worker.

Labor: Supplier must comply with all applicable labor laws. MAC rejects any all form of labor associated with:

- **Child Labor** – Any harmful labor that utilizes the employment of children that is economically exploitative or is likely to be hazardous to or interfere with the child's education, or to be harmful to the child's health, or physical, mental, spiritual, moral, or social development.
- **Forced Labor** – Any labor, work or service that is extracted from any person under threat of violence, force or penalty of non-performance, and for which the worker does not offer himself or herself voluntarily.
- **Human Trafficking** – Any and all conduct involved in reducing a person to or maintaining a person in a state of compelled service for sex or labor.

All suppliers are compelled to reject and report all known violations of labor outlined above.

Trade: Supplier must comply will applicable trade control laws and all export, re-export and import law and requirements.

ETHICAL SUPPLIER BUSINESS PRACTICES

The supplier and its Representatives will conduct its business activities with the highest standards of integrity. Supplier and its Representatives will:

- **Gifts & Entertainment:** Not offer, give, provide, or accept gifts and/or entertainment to/from MAC employees, immediate family members of an employee, or an agent of MAC, unless such gift or entertainment is consistent will all the principles below:
 - Is infrequent.
 - Arises out of the usual course of business.
 - Is not a cash gift.
 - Has a nominal value of \$75.00 or less.
 - Is consistent with customary business practices of the country and/or industry.
 - Cannot be construed as a bribe or payoff.



- Does not obligate the recipient in any way.
 - Does not violate applicable laws or regulations.
 - Written authorization from a MAC officer is required for any gifts or entertainment that do not meet the above criteria.
- **Conflicts of Interest:** Supplier or its Representatives will not deal directly or negotiate any supplier agreement with any company employee whose spouse, domestic partner or other family member holds a significant financial interest in the supplier. Supplier and its Representatives must disclose to MAC any service it provides (whether as consultant, employee, officer, director, agent or in any other capacity) to a company that competes with or does or seeks to do business with MAC. Should any of the above or similar situation arise apply, that appears to be a conflict of ownership, supplier must notify MAC accordingly.
 - **Communications:** Supplier shall not discuss any internal MAC matters or developments with anyone outside of MAC, except as required in the performance of their work with or on behalf of MAC, and in compliance with applicable laws. This prohibition also applies to inquiries about MAC, which may be made by the media, analysts, or others.
 - **Business Records:** Supplier should provide honest, accurate, completed, recorded, reported, retained business information and records that are in full compliance with all applicable legal and regulatory requirements.

MAC CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

While working with or on the behalf of MAC, Supplier and its Representatives may be exposed to and have access to information relating to MAC and its business which is proprietary and confidential to MAC or certain third parties (“Confidential Information”). Supplier and its Representatives shall take all reasonable steps and actions necessary to prevent and limit the use of Confidential Information. In addition, all inventions, improvements, and discoveries made by the Supplier and its Representatives in the course of their work with or on behalf of MAC will be the sole and exclusive property of MAC without additional payment.

- **Confidential Information:** Supplier and its Representatives will not disclose to others or use any Confidential Information except for authorized MAC business or as may be required by law. “Confidential Information” includes without limitation, all non-public information relating to MAC’s present or planned business activities, pricing, financial data, inventions, designs, trade secrets and know-how, marketing and sales plans, acquisitions or divestiture opportunities, research and development information and customer information. Upon MAC’s request and, in any event, promptly upon the conclusion of their work with or on behalf of MAC, Vendor and its Representatives will deliver to Company, all documents and other



materials in their possession relating to the Confidential Information, as well as all other property belonging to the Company, without retaining any copies, notes, photographs or other reproductions. The obligation to protect the Company's Confidential Information will continue after the conclusion of the Supplier's or Representative's work with or on behalf of the Company.

- **Intellectual Property:** Supplier and its Representatives will communicate to MAC or its designee, and assign to the Company or its designee, their entire right, title and interest (including the right to claim priority under applicable international treaties and regulations) in and to each and every invention, improvement or discovery (whether or not patentable) made, conceived, or reduced to practice by Supplier or its Representatives, individually or jointly with any other person or persons, during their work with or on behalf of the Company. These obligations to assign do not apply to any invention for which no equipment, supplies, facility, or trade secret information of MAC were used, and which were developed entirely on Supplier's or its Representative's own time, unless:
 - such invention relates to the business of the Company, or the Company's actual or demonstrably anticipated research or development; or
 - such invention results from any work performed by Vendor or its Representatives for MAC.

Supplier and its Representatives will disclose all such inventions, improvements or discoveries promptly and fully to MAC, in order to secure to MAC, its or its designee's rights in such invention, improvement or discovery, including proper patent applications and assignments thereof to MAC or its designee (all at its expense), and preliminary and other statements required in any proceeding in which such patent applications or patents thereon may be involved.

PROTECTION OF MAC ASSETS

While working with or on behalf of MAC, Supplier and its Representatives may have access to or use certain MAC assets and facilities. As a result, Supplier and its Representatives will:

- **Acceptable Use:** Use the physical and intellectual assets of MAC, including property, supplies, consumables and equipment, and other MAC company-provided information technology and systems (including e-mail, Internet and voicemail) only for MAC business and only when use is authorized by MAC.
- **Unauthorized Use:** Not use MAC provided technology and systems to (i) create, access, store, print, solicit or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate, or (ii) send any false, derogatory, or malicious communications.



- **Ownership:** Not remove assets or systems from MAC facilities. These assets and systems, and all communications, information and data stored, transmitted or received on MAC-owned or leased equipment is and will remain the MAC's property.
- **Security:** Comply with all MAC requirements for maintenance of passwords, confidentiality, security, and privacy procedures, including without limitation, those related to the MAC's internal corporate network, systems and buildings. MAC may monitor all use of its corporate networks and systems and access all communications, information and data stored, transmitted or received using the MAC's networks and systems.
- **Data Protection:** Not participate in any activity that could violate any of the principal data protection legislation in applicable jurisdictions.
- **Intellectual Property Rights:** Comply with the intellectual property ownership rights of MAC and third parties, including but not limited to copyrights, patents, trademarks and trade secrets, and use only information technology and software that has been legitimately acquired and only in accordance with the applicable license terms of use.

SUPPLIER MONITORING & COMPLIANCE

Suppliers shall periodically conduct a program for self-review and monitoring of their performance and compliance to MAC's Supplier Code of Conduct and all applicable legal requirements. If the supplier identifies areas of non-compliance against the Code, the supplier must formally notify MAC as to the nature of its non-compliance.

MAC reserves the right to self-perform or authorize a third-party audit of the Supplier or its representatives to ensure compliance with the Code. Auditing activities include but are not limited to; on-site inspections of a Supplier's facilities, the use of questionnaires or report cards or review of publicly available information to assess a supplier's compliance.

Supplier acknowledges that its Representatives will fully comply with MAC's policies, practices and rules included in this code. Supplier is solely responsible for the actions of its Representatives. The Supplier and its Representatives will be required to sign an Acknowledgement of the receipt and understanding of MAC's Supplier Code of Conduct within 30 days of receipt. Additionally, any MAC employee who becomes aware of the Supplier or its Representative's violations to this policy is obligated to notify both MAC leadership and the Supplier of any violation. MAC will not tolerate any retaliation associated with the reporting of a Supplier's non-compliance.



Company

By: _____

Name: _____

Title: _____

Date: _____