



Supplier Code of Conduct

Version 4, valid as of September 13, 2024

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I. Introduction

Superior Industries International, Inc., and its subsidiaries ("Superior"), holds its suppliers and vendors ("Suppliers") to high standards, expecting that they treat others fairly and incorporate sustainable and environmentally responsible practices into their operations. The term "Suppliers" shall mean any entity(ies) that and person(s) who supply goods or services to Superior. Superior only does business with Suppliers that conduct business ethically, with integrity, and that maintain a reputation of being trustworthy. Suppliers must adhere to the spirit and terms contained within this Supplier Code of Conduct ("Supplier COC").

II. Scope

This Supplier COC applies to all of Superior's Suppliers globally. In addition to complying with the standards under this Supplier COC, Suppliers shall make reasonable efforts to ensure that their suppliers and subcontractors comply with the principles of this Supplier COC.

III. Universal Standards

Superior promotes universal principles on human rights, labor, environment and anti-corruption throughout its operations and incorporates the Ten Principles of the United Nations Global Compact and United Nations Guiding Principles on Business and Human Rights into its policies and procedures. Superior is committed to promoting opportunities for all individuals to obtain decent and productive work, in conditions of freedom, equity, security and dignity. Accordingly, Superior expects that all its Suppliers' business activities fully comply with the principles of the UN Global Compact and Guiding Principles, the International Labor Standards and ILO Declaration on Fundamental Principles and Rights at Work, which form the foundation of the requirements and standards laid out in this Supplier COC.

IV. Social Responsibility

A. Support for a Safe and Healthy Workplace / Working Conditions

Superior values and prioritizes the health and safety of its employees and the employees of Superior's Suppliers. Suppliers agree to follow all applicable health and safety laws, regulations, and policies at all their work locations. Suppliers agree to have zero tolerance for violence or weapons in the workplace, and to prohibit any worker from working under the influence of alcohol, drugs or medication that may diminish an employee's ability to perform his/her job safely. When Suppliers provide employees with accommodations, they must comply with applicable local health and safety regulations. There should be no harsh or inhumane treatment of employees of any kind, including actual or threatened corporal punishment, mental or physical coercion, or sexual or verbal abuse.

Superior expects its suppliers to meet or exceed occupational safety and health protection at the workplace standards pursuant to applicable laws and regulations.

B. Human Rights

Suppliers agree to comply with human rights laws, including those relating to slavery and human trafficking, in all business locations, regardless of jurisdiction, and shall forbid illegal and undeclared employment. Further, Superior's Suppliers will not use or tolerate forced or involuntary labor, including slavery and human trafficking, or any type of child labor that fails to comply with applicable International Labor Standards. Suppliers agree to respect the personal dignity, privacy and personal rights of each individual.

C. Ethical Recruiting

Suppliers must not mislead or defraud potential workers about the nature of the work, ask workers to pay recruitment fees, and/or confiscate, destroy, conceal, and/or deny access to worker passports and other government-issued identity documents. During the recruitment process, workers should clearly understand their rights and responsibilities; these should be explained in a clear, truthful manner and in a language that the worker understands.

D. Wages, Benefits, Working Hours, Safety, No Harassment

Superior expects its Suppliers to employ and pay their employees in compliance with applicable law and meet or exceed minimum working standards, in particular those standards relating to wages, additional benefits, and hours of work. Superior furthermore expects its Suppliers to ensure safe working conditions and to comply with applicable occupational health and safety regulations. Suppliers agree not to tolerate unacceptable treatment of workers, such as psychological hardship, sexual and personal harassment, or discrimination and not to tolerate behavior (including gestures, language and physical contact) that is sexually coercive, threatening, abusive or exploitative.

E. Use of Public and Private Security Forces

In case the Supplier deploys its own security forces to protect its operations or commissions security forces for this purpose, it must ensure that they comply with internationally recognized human rights. The Supplier must, in particular, refrain from commissioning or deploying security forces, if during deployment persons are treated inhumanly or degradingly, suffer damage to life or limb or if their right to organize and the freedom of association is impaired.



F. Non-Discrimination

Suppliers will ensure equal opportunity in employment and agree to recruit, select, and develop employees based on merit, without regard to race, skin color, religion, gender, age, national origin, sexual orientation, gender identity, marital status, veteran status, physical or mental disability, or any other characteristic protected by applicable laws, and ensure that employees / applicants are not treated differently based on these characteristics.

G. Freedom of Association

Superior expects its Suppliers to acknowledge the right of freedom of association and the right of collective bargaining for all its employees, to the extent permitted by applicable laws. Workers or their representatives should be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, retaliation, intimidation, or harassment.

H. Animal welfare

The Supplier is obliged to comply with the applicable laws and regulations on animal welfare in the context of its business relationships with Superior.

V. Sustainability and Environmental Responsibility

A. Sustainability

Sustainability is a core value at Superior because it represents how we serve our customers, how we support our communities and how we protect our environment. It also stands for how we run all aspects of our business. Superior believes sustainability means meeting the needs of the present without compromising the ability of future generations to meet their own needs. Superior expects our Suppliers to support our sustainability efforts by complying with all applicable environmental laws and to use resources wisely. Suppliers are expected to operate responsibly and strive to develop and implement an environmental sustainability program focused on conservation of natural resources, including but not limited to:

- GHG emissions reduction
- Energy efficiency
- Water quality, consumption, and management
- Air and soil quality improvement
- Recyclability and waste reduction
- Hazardous material and chemical management and control
- Sustainable resources management
- Renewable energy
- Decarbonization
- Halting Deforestation
- Rights of minorities and indigenous peoples

B. Environmental Stewardship

Suppliers agree to have an environmental management system to ensure to all stakeholders that the environmental impact of their operations is being measured and improved and risks for the environment assessed and eliminated. Suppliers shall aim to introduce an environmental management system which meets the requirements of ISO 14001¹ or the EU Eco-Management and Audit Scheme (EMAS). Suppliers' management systems should continually assess and seek to reduce the adverse impact of their facilities and products on the environment and on the communities in which they operate. This applies first and foremost to the impacts on global climate change which are to minimize where possible.

C. Respect and Protection for the Environment

Suppliers agree to integrate sound environmental practices into their business decisions that advance the protection of human health, natural resources, and the global environment.

D. Reduction in Environmental Impact

Suppliers agree to conserve natural resources, use chemicals in a responsible manner, and recycle materials at every stage of the product life cycle. Suppliers agree to support the elimination of materials and methods that pose environmental risks, health risks, or hazards, whether through the soil, water, air pollution or otherwise, and agree to work to minimize the impact of their operations and that of their own suppliers on the environment.

¹ <https://www.iso.org>

Suppliers are expected, when possible, to ensure optimal water, soil, and air quality with dedicated actions and measurements, including reducing greenhouse gases, ensure a proper waste management system is in place, increase resource (energy, water, materials) efficiency through reduction and recycling, and to develop a chemical management system to ensure the safe handling, storage, transportation, and disposal of chemical.

E. Protection of Biodiversity

Superior is committed to halting deforestation and conversion of natural ecosystems in the supply chains. Suppliers are expected to protect natural ecosystems and not contribute to changing, deforestation, or damage of natural woodland and other natural ecosystems.

F. Renewable Energy

Superior expects its Suppliers to adhere to and implement renewable energies and strive to reduce overall energy consumption and carbon footprints across the value chain and across the diverse scope levels.

G. Rights of Local Communities

Superior respects applicable local, national, international, and traditional rights concerning land, water, and resources. Superior expects its Suppliers to respect, promote, and protect the rights of indigenous peoples and local communities in accordance with the 'UN Declaration on the Rights of Indigenous Peoples'. Superior expects its Suppliers will not participate in land theft and will observe the ban on the unlawful eviction from land, forests, and waters when acquiring, building on, or otherwise using land, forests, and waters that serve as a person's livelihood.

H. Supply Chain

Suppliers agree to comply with the principles of non-discrimination in the selection of suppliers and in dealings with suppliers. Suppliers agree to assist in complying with the contents of this Code of Conduct to the best of their ability, in particular when Superior requests appropriate support measures to eliminate or prevent a risk or violation of human rights-related or environmental obligations.

I. Noise Emissions

Suppliers should routinely monitor and control the levels of industrial noise to avoid noise pollution.

J. GHG Policy / Carbon neutrality

Suppliers should look for cost effective methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions. To the extent possible, Suppliers should track, document and provide transparency, upon Superior's request, regarding energy consumption and greenhouse gas emissions at the facility and/or corporate level (Scope 1 and 2) as well as in their supply chain (Scope 3).

VI. Governance and Compliance with Laws, Rules, and Regulations

Suppliers are expected to comply with all applicable laws, rules, regulations, this Supplier COC, and Superior policies that apply to their line of business, wherever business is conducted.

A. Conflicts of Interest

Suppliers will avoid engaging in any business activity that could create an actual or perceived conflict between Supplier's interest and those at Superior. Suppliers will not, without proper disclosure and authorization from Superior, allow Superior employees to accept personal services, payments, or loans, or allow a Superior employee's close family member to work for the Supplier in a capacity that may affect the Superior employee's decisions at Superior. In addition, Suppliers agree not to provide confidential information regarding their company to Superior employees, unless proper prior approvals by both the Supplier and Superior have been given. Suppliers shall immediately notify Superior of any concerns or knowledge of a potential conflict of interest.

B. Gifts and Gratuities

All Superior employees must abide by Superior's Gift and Entertainment Policy.² If Suppliers ever provide gifts or gratuities to Superior employees, they must never be in cash (or cash equivalents), must not have a value that exceeds US\$50 (EUR 50) and must be infrequent. Business-related entertainment or social contact may be appropriate only if it is infrequent and not lavish. Finally, employees in Superior's Supply Chain Management organization may be subject to stricter standards, and Suppliers agree to ask about such standards prior to making any gifts or providing entertainment to members of that organization.

C. Fair Trade and Competition

Everyone benefits from fair, free, and open markets, and Superior works to outperform its competition fairly and honestly. Suppliers agree to compete strictly on the merits of their products and services and make no attempts to restrain or limit trade in violation of applicable antitrust, competition laws and any other applicable rules and regulations.

D. Bribery, Corruption, and Money-Laundering

Suppliers agree to comply with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act and other applicable anti-corruption laws wherever they do business. Neither Superior's Suppliers nor any of their own Suppliers, subcontractors or agents will directly or indirectly provide, or offer to provide, anything of value to, or for the benefit of, any government official to obtain or retain any contract, business opportunity or other benefit, or to influence any act or decision of that person in his/her official capacity. Suppliers agree to have reasonable procedures to inform and train their employees to promote compliance with these laws. Suppliers will not offer illegal benefits or illegal favors such as bribery payments, kickbacks, or other illegal benefits including inappropriate gifts and undue hospitality towards Superior employees for the exchange of business opportunities.

Suppliers agree to comply with all applicable laws governing the prevention of money laundering and not to take part in any money laundering or other fraudulent activity. Prior to retaining any Third Party to act on behalf of the Company with respect to any Government Entity or international business activity,

² The policy can be found in Superior's Code of Conduct at [Superior Industries International Corporate Governance \(supind.com\)](https://www.supind.com/Governance)

Superior will perform proper and appropriate due diligence including possibly obtaining written assurances from such Third Parties of compliance with applicable anti-corruption laws. Appropriate due diligence will be conducted concerning Superior's retention and oversight of Third Parties and any business venture partners in consideration of anti-corruption compliance risk.

E. Trade Restrictions and Controls

Suppliers agree to comply with applicable legal licensing requirements and restrictions on exports and trade dealings, including bans on exports to a prohibited country; bans on imports from, or dealings in property originating in, a sanctioned country; travel to or from a sanctioned country; investments in a sanctioned country; or financial transactions and dealings involving a sanctioned country or designated individuals and entities. Suppliers will immediately notify Superior of any concerns, knowledge of potential non-compliance, or other issues related to export and customs compliance.

F. Conflict Minerals

Suppliers agree to adhere to applicable legal requirements in relation to conflict minerals and shall ensure compliance with such laws. Suppliers will use their best efforts to avoid the use of raw materials in its products that directly or indirectly finance armed groups violating human rights. In the event that a product contains one or more of the identified conflict materials (tin, tantalum, tungsten, gold or the corresponding ores), Superior expects its Suppliers to be able, if requested, to ensure its delivery chain is transparent up to the smelting works or refinery.

G. Cybersecurity, Data Protection, Confidential Information, and Intellectual Property

- (i) Cybersecurity. Suppliers are responsible for adhering to the requirements set forth in Superior's Terms and Conditions Section 21. Further, Suppliers agree they will comply with all applicable laws, regulations, and compliance requirements concerning security and data protection.
- (ii) Confidential Information and Intellectual Property. Suppliers must keep confidential the information, personal data, technology, know-how or intellectual property that Suppliers receive, or have access to, through dealings with Superior. Suppliers will refer to observe the contractual terms of Purchase Orders, releases and/or business or supply agreement(s) with Superior or existing non-disclosure agreements and refer to these agreements for details on obligations relating to proprietary and confidential information. Suppliers shall ensure that its business practices are consistent with sound, industry standard security practices.

H. Counterfeit Parts and Materials

Supply of counterfeit parts and materials is strictly prohibited. Superior expects its Suppliers to develop, implement, and maintain methods and processes appropriate to their products to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes should be in place to detect counterfeit parts and materials, provide notification to recipients of counterfeit product(s) when warranted, and exclude them from Supplier's delivered products.

VII. Management Processes

A. Supplier Policies and Procedures

Suppliers agree to have policies and procedures that:

- (i) Ensure that Supplier's management team is accountable for compliance, performs audits with respect to Supplier's obligations under this Supplier COC and other relevant agreements with Superior, and complies with laws and regulations that apply to their activities.
- (ii) Require risk assessments and implement risk management systems to mitigate the environmental, health and safety, and labor practice risks related to their activities. Suppliers shall provide supporting documentation when requested by Superior.
- (iii) Ensure the integrity of financial reports and information in accordance with applicable generally accepted standards.
- (iv) Provide for communication channels that allow employees to report concerns or unethical practices.
- (v) Design and oversee policies for the ethical conduct of business within their organization that address topics such as ethical business practices, fair and safe working conditions, respect for human rights, sustainability, gifts, gratuities, and entertainment, conflicts of interest, confidentiality, respect for intellectual property, anti-corruption, anti-bribery, and to train employees on these topics.
- (vi) Cascade the business practices consistent with this Supplier COC down to direct suppliers and take reasonable efforts to ensure that their suppliers comply with the basic principles of the Supplier COC or similar document expressing a commitment to conducting business ethically, honestly and in compliance with all applicable laws.
- (vii) Suppliers should apply the same obligations to the contractors working on their production sites, including labor agencies.

B. Superior Right to Audit Supplier Policies and Procedures

Superior reserves the right to conduct audits to ensure compliance with these requirements and also to take appropriate measures, including discontinuing any relationship with a supplier, should the supplier violate, fail to correct, or have a pattern of violating this Policy. Suppliers are required to cooperate with Superior's direct audit or through a third-party auditing firm utilized by Superior.

VIII. Compliance with this Code and Reporting Commitment, Audit Right

A. Applicability

This Supplier COC contains general requirements applicable to all Superior Suppliers. Suppliers' contracts may contain more specific provisions addressing some of these same issues. Nothing in this Supplier COC is meant to supersede any provisions of a particular contract, and to the extent there is any direct conflict between this Supplier COC and any provision of a particular contract, the contractual provision will control. If any of the provisions of this Supplier COC should be or become invalid or unenforceable in whole or in part, the validity of the other provisions thereof shall not be affected.

B. Familiarity with Sub-Supplier Business Practices

Suppliers will use their best efforts to be familiar with the business practices of their suppliers, sub-contractors, and other business partners and to require all such suppliers, subcontractors, and business partners to comply with this Supplier COC and the values herein. Suppliers further agree to demand compliance with the contents of this COC from its suppliers, to review it at appropriate intervals and in the event of indications of violations, as well as to promote it to the best of their ability.

C. Reporting Violations

Suppliers agree to contact Superior to discuss any questions or potential violations in relation to this Supplier COC in a prompt, open, and respectful manner. In addition, Suppliers and Suppliers' employees and business partners are encouraged to report concerns of any activity of which they have knowledge that suggests a violation of the law, this Supplier COC, or that is inconsistent with ethical business practices to any of the following reporting channels:

- The Superior Buyer who is the primary contact
 - The Superior Ethics Line website at www.SuperiorEthics.com
- (i) No Retaliation for Reporting. Superior will not tolerate retaliation against anyone who raise concerns or report misconduct in good faith.

D. Superior Right to Audit Compliance with this Code

Superior reserves the right to verify compliance with the COC, at Superior's discretion, for example, through self-assessment, third parties or by presenting certificates (audit right). The Suppliers undertake to participate at appropriate intervals in training courses held or organized by Superior on the contents of the COC. Superior shall also have the right to demand information from the Suppliers in order to clarify the circumstances if there are indications of a violation of this COC.

E. Disclosure of Information

- (i) Suppliers should disclose financial and non-financial information in accordance with applicable regulations and prevailing industry practices. Upon request and subject, Suppliers must disclose to Superior information regarding their labor force, health and safety practices, environmental practices, business activities, financial situation and performance. This information may include disclosure of information related to:

- (1) important contracts,
 - (2) dissolution of strategic partnerships and
 - (3) legal proceedings.
- (ii) If Superior requests a Supplier to disclose any or confidential or sensitive information as described in E(i) above, the Parties will execute an NDA prior to disclosure.

IX. Additional Requirements

A. Compliance with Customer Requirements.

Superior's customers may have additional or more stringent requirements that Superior is required to pass on to its Suppliers, and Superior shall communicate these requirements to the relevant Suppliers.

B. Ability to Update Supplier CoC at Any Time.

This Supplier Code of Conduct is available to download on Superior's corporate website (www.supind.com). Superior reserves the right to update the content of this Supplier Code of Conduct from time to time.

DOCUMENT HISTORY

Version 1	Released in April 2022
Version 2	Released in March 2023: Layout and content revision to selected provisions New provisions: biodiversity / deforestation, counterfeit parts, renewable energy, soil quality, indigenous people, eviction from land, forests, and waters
Version 3	Released in October 2023: Layout and content revision to selected provisions New provisions: animal welfare, noise emissions use of public and private security forces, revisions to universal standards, cybersecurity and data confidentiality and management processes sections
Version 4	Released in September 2024: Layout and content revision New provisions: ethical recruiting, GHG policy, right to audit, disclosure of information