

## Code of Conduct

Basler Electric Company (herein after referred to as “Basler” and applies to all subsidiaries and divisions of the organization) has developed this code of conduct to ensure that our company and its subsidiaries, officers, management and all employees conduct themselves in an ethical manner. Basler also requires our suppliers, contractors, and business associates (all herein after referred to as “Seller”) to follow these guidelines as a prerequisite to doing business with Basler.. Additional guidelines may be specified in contracts in which case those specified contractual guidelines will prevail.

### GUIDELINES

In these guidelines:

1. Seller and Basler shall act at all times with integrity and honesty in its dealings with each other.
2. If the conduct of business with a competitor of Basler during the term of the Contract would require Seller to act contrary to the best interests of Basler, Seller shall not conduct such business unless Seller has the prior written permission of Basler.
3. Seller shall keep confidential all information that is marked “Confidential” and provided to it by Basler or developed during performance of the Contract and shall not use that information for any purpose unrelated to performance of its obligations under the Contract.
4. If Seller is given access to Basler property, Seller shall use that property solely for the purpose of performance of the work for Basler.
5. Neither party shall attempt to secure preferential treatment with the other party by offering entertainment, gifts or benefits to that party’s directors or employees. Reasonable exchanges common to business relationships are acceptable.
6. Unless Seller has the express permission of Basler, Seller shall not offer employment to a Basler employee during the term of the Contract or for 3 years after termination of the contract
7. Seller warrants that it will conduct its business in such a way which provides employees with a safe and healthy workplace that protects the basic human rights of life, liberty, and security that is harassment, abuse, corporal punishment, mental or physical coercion, verbal abuse and discrimination free. This relates to both the seller itself and any downstream suppliers with which it does business.
8. Before representing Basler in any way, Seller shall ensure that it has the express approval of Basler to do so.
9. Seller agrees to comply with all applicable US and State laws including but not limited to the Foreign Corrupt Practices Act of 1977 and California Transparency in Supply Chains Act of 2010.
10. Seller agrees to source components and materials in a manner that respects human rights through support of the goals and objectives of P.L. 111-203, Section 1502 and related due diligence and reporting needs.
11. Seller agrees to comply with all applicable national, state, regional, or local laws in the countries in which it operates or perform business activity.
12. Seller shall avoid all forms of discrimination including but not limited to the basis of race, gender, religion, ethnicity, nationality, sexual orientation and/or political beliefs.
13. Seller agrees to comply with all applicable wage laws and regulations and provide legally mandated benefits.
14. Seller shall ensure that their organization is not employing workers younger than the local, legally required minimum age. In the absence of local law, The Seller shall not employ children under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, shall not employ workers under the age of 14. The seller shall commit to not using forced or indentured (slave) labor. This applies to all downstream suppliers of the seller as well.
15. Seller shall commit to complying with all applicable antitrust and competition laws which prohibit agreements or actions that unreasonably restrain trade, are deceptive or misleading, or unreasonably reduce competition.
16. Seller shall not participate in price-fixing, bid-rigging (collusive tendering) or any other illegal anti-competitive activity. Seller shall have an effective environmental policy and conduct operations in a way that protects the



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environment. Seller shall obtain and keep current all required environmental permits and meet all applicable local environmental rules and, regulations. Seller shall enforce the same on all downstream suppliers.

- 17. Seller shall provide a safe work environment and operate in a manner consistent with all applicable safety standards, including governmental requirements, operations and facility-specific safety requirements, and contractual requirements.
- 18. Seller shall adhere to the U.S. Foreign Corrupt Practices Act and other applicable anti-corruption laws in the countries where Seller does business, must not give or offer “anything of value” to a foreign government official or employee of a state-owned enterprise, including gifts and hospitality. Anything of value can include bribes, kickbacks, gifts, entertainment and even contributions to a foreign government official’s favorite charity.
- 19. Seller shall never seek to mislead or improperly or illegally avoid the payment of import duties, taxes and fees, and never engage in activities meant to evade the legal requirements of international traffic and trade. Seller will know with whom they are dealing and must not engage in or facilitate business with entities or any other individuals specifically prohibited by law. Furthermore, Seller will be aware of, and comply with, restrictions on dealing with entities and individuals located in countries that are subject to trade embargoes or economic sanctions imposed by the United States and other countries where Seller does business.
- 20. Seller shall ensure that any product procured on behalf of Basler shall meet all required specifications and purchased in accordance with governmental regulations such as Reach, ROHS and Conflict Minerals as required.

**Signature of Compliance**

Supplier Company Name: \_\_\_\_\_

Authorized Name (Printed): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

	<b>POLICY</b>		DOCUMENT NO. PH100001
TITLE: Conflict Minerals Policy		<b>Page 1 of 1</b>	
Author: Gary Emig	Created: 12/6/2012	Saved: Gary Emig	Last Rev.: <b>6/14/2013</b>

Basler Electric Company and all subsidiaries (Basler) are committed to sourcing components and materials in a manner that respects human rights. This policy expands upon our Code of Conduct (see [Supplier Code of Conduct](#); FH100044) by further defining our sourcing intent with respect to conflict minerals.

Although Basler, as a privately-held company, is not directly impacted by the SEC Final Ruling on Section 1502 of Public Law 111-203 (Dodd-Frank Wall Street Reform and Consumer Protection Act), Basler supports its goals and objectives, as well as, the reporting needs of our valued Customers. The law aims to prevent the use of conflict minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or an adjoining country. Conflict minerals include: columbite-tantalite (coltan) (i.e. tantalum), cassiterite (i.e. tin), wolframite (i.e. tungsten), gold or their derivatives. The law includes provisions to expand the list of conflict materials as deemed necessary. Basler is committed to supporting the law and in enabling the reporting needs of our customer base through reasonable country of origin inquiry (RCOI) and due diligence measures.

Basler does not purchase conflict minerals directly from smelters or mines and is many layers removed from such sourcing. Consequently, Basler suppliers are similarly expected to support the goals and objectives of the law and to express the same expectations through their respective supply chains. Further, they are expected to exercise the necessary RCOI and due diligence measures that yield suitable conflict minerals status reporting to Basler.