



## **Douglas Dynamics Supplier Code of Conduct**

Douglas Dynamics, LLC, together with its operating companies, related parties and worldwide affiliates, (collectively referred to herein as “Douglas”) are committed to maintaining the highest level of integrity, honesty and business ethics throughout all aspects of our supply chain. Douglas believes that long term, high integrity business relationships are built upon being open, honest and trustworthy, and complying with all local laws and regulations. To that end, all purchase orders and order acceptances are made subject to the terms of this Supplier Code of Conduct.

1. Intellectual property and product, business and industry information help to provide a competitive advantage for Douglas. As such, Douglas expects that suppliers will respect these unique advantages and is willing to confirm their acceptance through execution of a Confidentiality Agreement.
2. Supplier will use only voluntary labor and will not use any forced, bonded, indentured, or convict labor.
3. Supplier will assure that every employee is of working age. Child labor is prohibited. “Child” means a person younger than 15 (or 14 where local law allows, or, if higher, the local legal minimum age for employment or the age for completing compulsory education).
4. Supplier will treat each employee with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse. Supplier will make sure that they are not complicit in human rights abuses.
5. Supplier will not discriminate in hiring and employment practices, including salary, benefits, advancement, discipline, termination or retirement, on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability.
6. Supplier will respect the rights of employees to associate, organize and bargain collectively in a lawful and peaceful manner, without penalty.
7. Supplier will provide employees with a safe and healthy workplace in compliance with all applicable laws and regulations. Where supplier provides housing, it shall be clean and safe living facilities.
8. Supplier will, at a minimum, comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and provide legally mandated benefits. Except in extraordinary business circumstances, Supplier will not require employees to work more than the limits on regular and overtime hours allowed by local law. Supplier will compensate employees for

overtime hours at such premium rate as is legally required or, if there is no legally prescribed premium rate, at a rate at least equal to the regular hourly compensation rate. Where local industry standards are higher than applicable legal requirements, Supplier should meet the higher standards. Any disciplinary wage deductions shall conform to local law.

9. Supplier will comply with all applicable laws and regulations, including those pertaining to the manufacture, pricing, sale and distribution of merchandise. All references to “applicable laws and regulations” in this Code of Conduct include local and national codes, rules and regulations as well as applicable treaties and voluntary industry standards. Supplier shall work against all forms of corruption, extortion, bribery and comply with anti-trust legislation.
10. Supplier will not use subcontractors for the provision of goods or services to Douglas unless the subcontractor has entered into a written commitment with the Supplier to comply with this Code of Conduct.
11. Supplier recognizes that environmental responsibility is integral to a business relationship with Douglas. In manufacturing operations, adverse effects to the environment and natural resources should be minimized, while safeguarding the health and safety of employees and the public. Supplier should work to fully integrate environmental stewardship into its business practices.
12. Supplier hereby authorizes Douglas to confirm compliance by Supplier with this Code of Conduct, including unannounced on-site inspections of manufacturing facilities and employer-provided housing; reviews of Supplier books and records relating to employment matters; and private interviews with employees. Supplier will maintain at its facilities all documentation that may be needed to demonstrate compliance with this Code of Conduct.
13. Supplier will take appropriate steps to ensure that the provisions of this Code of Conduct are communicated to employees and subcontractors as appropriate.

Failure by any supplier of Douglas to comply with this Code of Conduct is grounds for immediate termination, for cause, of the Supplier agreement without liability on the part of Douglas. Upon completion of our business relationship, Douglas requires the return of all documentation and Douglas purchased tooling used by a supplier.

Code of Conduct accepted by \_\_\_\_\_ (company name) and compliance certified by the following senior executive of the company.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_