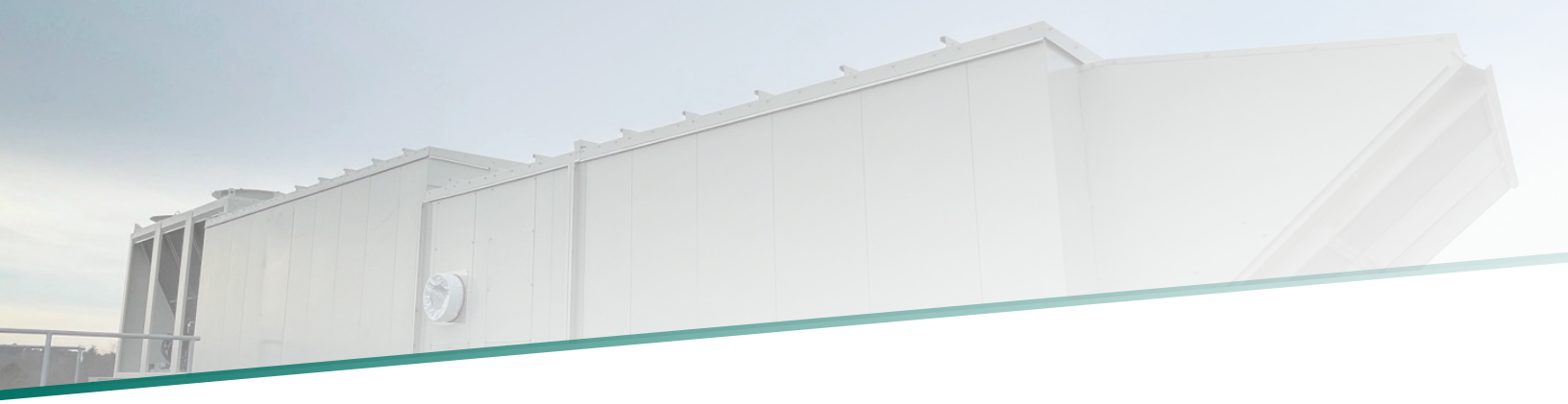

SolutionAir Supplier Code of Conduct

SolutionAir™

SolutionAir
solutionairgroup.com

404 Egesz Street, Winnipeg, MB R2R 1X5
Phone: (204) 633.4808

Dear valued supplier,

At SolutionAir, we are committed to conducting our business in a manner that upholds the highest ethical standards and promotes sustainability throughout our supply chain. As part of our dedication to responsible business practices, we proudly introduce our Supplier Code of Conduct.

This Supplier Code of Conduct outlines the principles and guidelines that we expect our suppliers to adhere to when conducting business with us. By embracing these standards, we aim to foster a culture of integrity, respect, and environmental consciousness within our supplier network, ensuring a positive impact on both society and the environment.

We fully support the implementation and enforcement of this Supplier Code of Conduct. It is not just a set of guidelines but a reflection of our core values and commitment to being a responsible corporate citizen. By collabourating with suppliers share our dedication to ethical, sustainable, and socially responsible practices, we believe that we can collectively drive positive change and contribute to a more equitable and sustainable world.

We firmly believe that together, we can set new industry standards for responsible business practices. We expect each supplier to implement the necessary changes and processes within their organizations to align with these standards. We are committed to providing the necessary support to our compliance and supply chain teams to ensure that our suppliers understand and integrate this code into their operations. As you adopt these principles, you will not only contribute to the success of our partnership, but will also strengthen your own reputation and contribute positively to the global community.

As we move ahead, we look forward to fostering strong partnerships with suppliers that share our vision and embrace this Supplier Code of Conduct.

Thank you for your ongoing commitment to excellence and for being a valued partner in our journey toward a more sustainable and ethical future.

Sincerely,

Jay Anderson
Purchasing Supervisor
SolutionAir Limited

INTRODUCTION

SolutionAir Limited ("SolutionAir") recognizes and values the important role of our suppliers in ensuring we deliver quality products and services to our customers. SolutionAir strives to award business to suppliers that share our strong commitment to sustainable development by adopting ethical, compliant practices relating to health and safety, the environment, labour and human rights.

The standards set forth in this Supplier Code of Conduct (the "Code") apply to all aspects of our suppliers' businesses and encompass all manufacturers, distributors, vendors, and other suppliers (each a "Supplier" and collectively, "Suppliers") that supply products and services to SolutionAir. This Code outlines SolutionAir's expectations regarding the practices of our Suppliers and establishes the minimum standards that must be met by any Supplier that sells products or does business with SolutionAir.

In all their activities, Suppliers must conduct business in full compliance with the laws, regulations, and rules of the countries in which they operate and of any other jurisdiction that is applicable to them. Suppliers are encouraged to go beyond legal compliance, drawing upon internationally recognized standards. When the country's laws and international standards address the same issues, we expect that the highest standards be applied.

Suppliers are expected to take all reasonable measures to ensure compliance with this Code across their entire business and within their own supply chains.

ETHICS AND COMPLIANCE

Suppliers shall maintain the highest standards of corporate ethics and integrity and shall comply with all applicable laws, regulations, rules, codes, treaties, conventions and other legal requirements in the jurisdiction in which they conduct their business, including but not limited to the following.

Anti-bribery and Anti-corruption

Any form of corruption, bribery, and kickbacks is prohibited. Suppliers shall not directly or indirectly offer, pay, or accept bribes or facilitation payments of any kind, or participate in other illegal inducement measures in business or government relationships. Suppliers shall ensure they have adequate systems in place to prevent bribery and comply with applicable anti-bribery and anti-corruption laws, including but not limited to the Canadian Corruption of Foreign Public Officials Act, the US Foreign Corrupt Practices Act, and the UK Bribery Act.

No Improper Advantage

Suppliers shall not offer or solicit any gifts, gratuities, payments of cash or loans or any other kind of undue favor or use other inappropriate means of influence on SolutionAir employees or contractors in order to gain competitive advantage.

Fair Business, Competition and Advertising

Suppliers shall comply with all applicable legislation relating to fair business practices, antitrust and fair competition, and accurate and truthful advertising.

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Responsible Sourcing of Materials

Suppliers shall support SolutionAir in its efforts to eliminate from its supply chain the use of certain minerals in its products, including tantalum, tin, tungsten, gold and other rare earth minerals that have directly or indirectly financed or benefited armed groups in certain areas, including the Democratic Republic of Congo and its adjoining countries. Suppliers shall take reasonable steps to track the source of the minerals used in their products and make such measures known to SolutionAir upon request.

Intellectual Property

Suppliers shall respect the intellectual property rights of SolutionAir and of third parties and comply with all applicable contractual and other legal obligations relating to intellectual property rights.

Privacy

Our Suppliers shall respect the privacy of our customers, employees, and contractors and safeguard personal information made accessible to them by SolutionAir. Suppliers shall collect, use and disclose personal information only as directed by SolutionAir or as authorized or required by law. Our Suppliers shall assist SolutionAir in meeting privacy obligations, including but not limited to, as applicable, facilitating access requests, providing SolutionAir notice of any actual or suspected data breach, providing responses to inquiries from SolutionAir, and maintaining appropriate retention practices.

Confidentiality and Information Security

Suppliers should consider all nonpublic information to be confidential. Suppliers shall take all reasonable measures to appropriately protect SolutionAir information, including but not limited to maintaining appropriate cybersecurity measures. Suppliers shall comply with all applicable laws and contractual obligations and shall not circumvent or in any other manner compromise SolutionAir's security policies and controls. Suppliers shall immediately report to SolutionAir any actual or suspected cyber incident or security breach that could impact SolutionAir or its data.

Import/Export Laws

Suppliers must comply with all applicable import and export controls, sanctions, and other trade compliance laws of countries with jurisdiction over relevant transactions involving SolutionAir.

HEALTH AND SAFETY

Suppliers shall comply with all applicable health and safety laws and regulations and provide a safe, healthy, and sanitary working environment.

Suppliers must ensure that their workers are protected against potential occupational health and safety hazards resulting from the Suppliers' business activities. Where appropriate, the Supplier shall ensure that its workers are provided with adequate personal protective equipment and with adequate training on the safe use of tools and equipment and shall supervise workers' adherence to safe working practices.

Suppliers shall ensure that all products supplied to SolutionAir or used on SolutionAir premises are in compliance with all applicable workplace hazardous materials information standards (i.e., WHMIS in Canada and HazCom in the US). Material safety data sheets must be available in English and French for all controlled products supplied to SolutionAir or used on SolutionAir premises.

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Policies and Practices

We expect our Suppliers, where appropriate, to implement and train their workers on policies, programs and procedures to address, in particular but not limited to, the following matters:

- Exposure to hazardous substances
- Accident prevention
- Confined space entry
- Emergency procedures
- Equipment operation

ENVIRONMENT

Suppliers shall operate their facilities and ensure the products they manufacture, including the product packaging, are in compliance with all applicable environmental laws, including laws and international treaties relating to waste disposal, emissions, discharges, and hazardous and toxic material handling.

Suppliers must obtain, maintain and report on all environmental permits, approvals, licences and registrations as required under environmental legislation.

Policies and Practices

We expect our Suppliers to have knowledge of the environmental impacts associated with their business activities and, where appropriate, to implement policies, programs and employee training to address, in particular but not limited to, the following matters:

- Hazardous products management
- Accidental spills and releases
- Air emissions and wastewater control
- Waste management and waste recycling

LABOUR AND HUMAN RIGHTS

Suppliers shall uphold the human rights of workers, and treat them with dignity and respect in compliance with applicable laws and internationally accepted standards governing working conditions, such as the fundamental conventions of the International Labour Organization (ILO).

Freely Chosen Employment

All labour must be voluntary. Use of forced or compulsory labour by the Supplier or in the Supplier's supply chain is strictly prohibited. This includes work or services not voluntarily performed that are exacted or coerced from a person under threat, force or penalty, including any kind of compelled, involuntary or forced labour, bonded labour, indentured labour and prison labour.

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Workers shall not be required as a condition of work, to surrender control over original government-issued identification, passports or work permits, nor be required to incur any financial obligation.

Workers should be allowed to terminate their employment without restriction (taking into account legal notice requirements) or the threat or imposition of any penalty.

Child Labour Avoidance

Suppliers shall not, and shall ensure its supply chain does not, use child labour in operations or anywhere else in the business. The term “child” refers to any person under the applicable minimum age for completion of compulsory education or under the age for employment in any particular country, whichever is the highest. Young workers below the age of 18 should be employed only in nonhazardous work environments.

Working Hours, Wages and Benefits

Suppliers shall manage operations in ways that working hours are compliant with applicable laws and do not create inhumane working conditions. Where there are no applicable laws, Suppliers will not require, on a regularly scheduled basis, work in excess of 60 hours per week, nor more than six consecutive days without a rest day. Suppliers shall comply with all applicable wage laws, including but not limited to those relating to minimum wages, overtime hours and legally mandated benefits.

Nondiscrimination

Suppliers shall be committed to providing a workplace free of unlawful discrimination and harassment. Suppliers shall not discriminate in hiring, compensation, training, promotion, termination or other employment practices based on race, color, age, sex, gender identity, sexual orientation, ethnicity, disability, marital or pregnancy status, religion, political affiliation, union membership, military status or any characteristic other than the worker’s ability to perform the job. Suppliers shall not subject workers to physical, verbal, sexual, or psychological abuse or harassment.

Freedom of Association and Collective Bargaining

Suppliers shall respect the rights of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

Compliance and Documentation

Suppliers shall implement and maintain a reliable system and records to verify the eligibility of all workers, including age eligibility and the legal status of foreign workers. Suppliers shall provide proof of payment to workers showing hours worked, wages and rates and maintain proper documentation of hours and wage payments.

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RECORDKEEPING AND SUPPLIER ASSESSMENT

Suppliers shall maintain documentation necessary to demonstrate conformance with this Code and applicable laws and regulations. SolutionAir has the right to assess and review, on a periodic basis, Suppliers' conformance with this Code. Such right includes SolutionAir's right to request Supplier-completed questionnaires, request relevant documentation and perform on-site inspections of a Supplier's facilities. In the case of observed noncompliance with this Code, the Supplier will take all reasonable measures to meet the standards set forth in this Code in a diligent manner.

RAISING CONCERNS

Any concerns should be promptly reported and will be handled in good faith without retaliation. Concerns can be raised to purchasingsa@solutionairgroup.com.

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www.solutionairgroup.com