



# Supplier Code of Conduct

## **Overview**

Schneider is driven by our uncompromising values of safety first and always, integrity in every action, respect for all, and excellence in what we do. Schneider also expects that its suppliers will adopt and share our commitment to maintaining a high level of safety and integrity while conducting business with and/or on behalf of Schneider. This Supplier Code of Conduct ("Code") describes Schneider's expectations of how its Suppliers conduct business. Schneider expects Suppliers to act in accordance with the Code. Schneider selects suppliers fairly and objectively to ensure the best value for the company while protecting our reputation and supporting the communities we serve. Our suppliers are, oftentimes, an extension of Schneider. We count on them to help us deliver the best service for our customers. We work with a wide group of suppliers that share our commitment to the highest standards in quality, price, service, reliability, availability, technical excellence, and delivery.

## **Compliance with Laws**

Schneider expects all Suppliers to comply with applicable laws and regulations within the geographies where they operate. Where this Supplier Code of Conduct requires Supplier to meet a higher standard than set out by law or regulation, Supplier must meet such higher standards.

## **Security**

When arriving at Schneider's corporate office or facilities, Suppliers may be required to present a government issued ID and register as a guest per the local Schneider office or facility's procedures. All suppliers will be issued a Schneider visitor badge which should be visibly displayed at all times while on site.

## **Conflict of Interest**

Relationships with suppliers can create potential conflicts of interest, either real or perceived. Suppliers and/or their representatives shall not deal directly with Schneider associates that hold any significant financial interest or decision-making authority in the supplier's organization or with Schneider associates whose family members hold such interest or have such authority. Suppliers must refrain from exploiting their relationship with Schneider and to use Schneider's name without express authorization from Schneider or in connection with any fraudulent, unethical, or dishonest activities. Transactions between Schneider associates and suppliers must not suggest even the appearance of personal advantage. No secret or side arrangement between Schneider and supplier will be allowed.

## **Gifts and Payments**

To minimize any appearance of impropriety, it is against Schneider policy for Schneider associates to accept money, gifts, discounts, loans, trips, or any goods or services from suppliers or potential suppliers that are valued at more than USD\$50.00. Suppliers should never offer gift cards or cash gifts in any amount to Schneider associates. This policy does not apply to common courtesies, business gifts of nominal value (under \$50) or modest social entertainment that are incidental to business relationships with Schneider associates. Any gift or business gesture extended to a Schneider associate should reflect good business ethics and good judgment.

## **Press and Media**

Suppliers may not speak to the press regarding Schneider business or submit press releases and/or customer lists that includes Schneider's name unless expressly authorized in writing by Schneider's Marketing Department.

## **Employment Practices**

Suppliers must comply with all applicable laws relating to discrimination in hiring, employment practices, and harassment and retaliation. Suppliers must comply with all applicable local wage and labor laws, including those laws applicable to child labor.

## **Slavery, Human Trafficking, and Child Labor**

Schneider is committed to ensuring that everyone in our company and those in our supply chains are treated with dignity and respect. We expect suppliers to prohibit the use of all forms of forced labor, including prison labor, indentured labor, bonded labor, military labor, modern forms of slavery and any form of human trafficking. Suppliers are prohibited from hiring individuals that are under the age of 18 for positions in which hazardous work is required.

## **Health and Safety**

Safety first and always is a core value of Schneider. Suppliers must comply with all applicable health and safety laws and regulations. Schneider expects Suppliers to adopt practices to minimize health and safety risks, support accident prevention, and ensure a safe workspace for all workers.

## **Discrimination, Harassment and Retaliation Prevention**

Schneider expects its suppliers to maintain workplaces free from discrimination or harassment based on race, color, religion, gender, gender identity or expression, sexual orientation, pregnancy, national origin, genetics, disability, age, or any other factors that are unrelated to Schneider's legitimate business interests. Suppliers should not tolerate discriminatory or harassing behaviors such as sexual advances or comments, racial or religious slurs or jokes, or any other conduct that ridicules, disparages, or shows hostility towards others, such as bullying, that creates or encourages an offensive or intimidating work environment. Should any discriminatory or harassing behaviors be identified or reported to or by Schneider associates, Schneider reserves the right to terminate any contractual relationship with supplier immediately, without notice. Retaliation by suppliers against someone for raising a good faith report of harassment, bullying or discrimination, under any circumstances, may be illegal and is strictly prohibited by Schneider. Schneider also reserves the right to terminate any contractual relationship with supplier immediately, without notice where it has concluded that Supplier has engaged in retaliation against anyone for raising a good faith report of harassment, bullying or discrimination.

## **Weapons**

To protect the safety of Schneider associates and others, Schneider prohibits suppliers, visitors, and anyone other than law enforcement officials from carrying weapons into any Schneider workplace, parking lot or any property owned, leased, or controlled by Schneider.

## **Workplace Violence**

Workplace violence includes any act that threatens associate or visitor safety, or results in injury or damage to a person, property, or Schneider. Suppliers are required to maintain a safe work environment and take incidents or threats of violence seriously. Should supplier experience, observe, or become aware of an act of violence on or at any Schneider workplace, parking lot or any property that is owned, leased, or controlled by Schneider, Supplier must report it immediately.

## **Drug and Alcohol**

The sale, purchase, use or condition of being under the influence of alcohol or another controlled substance by Schneider suppliers on or at any Schneider workplace, parking lot or any property that is owned, leased, or controlled by Schneider or while performing Schneider-related company business is strictly prohibited.

## **Environmental Protection**

Supplier shall operate its facilities in compliance with all applicable environmental laws, including laws and international treaties relating to: waste disposal; emissions; discharges; and hazardous and toxic material handling.

## **Confidentiality**

Whether or not covered by any confidentiality agreement, Supplier must maintain the absolute confidentiality of confidential or non-public information entrusted to them by Schneider and any other confidential information about Schneider, its business, customers, or suppliers that comes to them, from whatever source, except when disclosure is authorized or legally mandated. Such information includes, but is not limited to, trade secrets, customer information, sales data, computer records, software, research or development projects or results, tests, passwords, material non-public information and/or any other non-public proprietary information of Schneider. Schneider's data or any information regarding Schneider that is either directly shared with Supplier any Schneider or that is derived by supplier from such

data or information should be used only for supplying goods or services to Schneider and may not be disclosed to anyone outside of Schneider without express written permission from Supplier. Suppliers must design and maintain processes to provide appropriate protections for Schneider's confidential or proprietary information or data.

**Supplier Acknowledgement of the Code**

During the Supplier bid and/or certification process, Schneider will require each Supplier to acknowledge receipt of the Code. This Code shall also be incorporated by reference in any contract, and any contract renewal, by and between Supplier and Schneider. Upon request by Schneider, Supplier will provide written information on its policies and practices related to compliance with this Code.

**Violations and Termination**

Supplier is required to promptly report any Supplier violation of this Code to Schneider's Purchasing Department. Supplier may submit questions and comments regarding this Code to Schneider at any time. In the event of non-compliance with, or violation of, the Code, Schneider may, but is not required to, give the Supplier a reasonable opportunity to respond with proposed corrective actions, unless the violation is severe or incurable, or there is a violation of law. Schneider may suspend or terminate its relationship with the Supplier.

**Order of Precedence; Changes to the Code**

The Code is not meant to, and does not, supersede any applicable law, or any term in an agreement between Schneider and a Supplier. To the extent there is any conflict between this Code and any applicable law or provision of any agreement with supplier, the applicable law or agreement with Supplier controls. Schneider reserves the right to update, revise or modify this Code at any time in its sole discretion, upon reasonable advance notice to supplier.