



**TURBINEAERO** 

# Supplier Code Of Conduct

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**TURBINEAERO REPAIR LTD**

TAA-001 REVISION 0

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# TURBINEAERO

## Supplier Code of Conduct

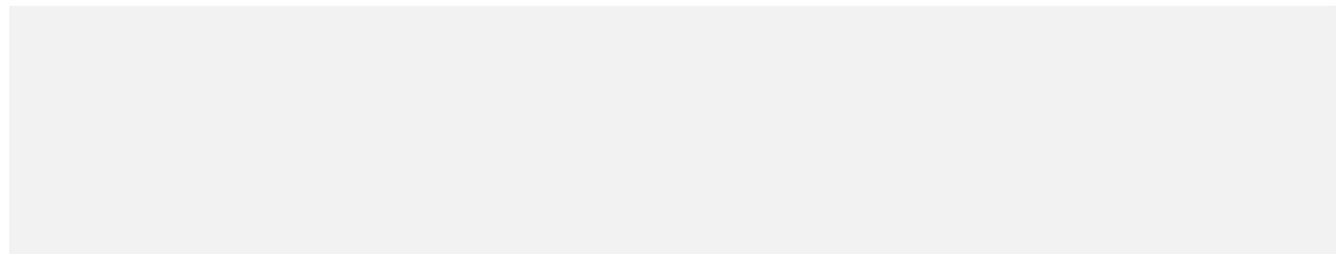
As a Supplier to TurbineAero, you agree to comply with the additional terms and conditions listed in this code of conduct with respect to any product or services provided to TurbineAero. if any such product or service relates to any aviation, space, or defense application, project or any request for quote, purchase order or similar document issued by TurbineAero. contains any reference to the AS9100 standards. The terms and conditions listed below are in addition to and are deemed to be an integral part of TurbineAero' s standard terms and conditions of purchase.

At TurbineAero, we are committed to maintaining the highest standards of integrity, responsibility, and professionalism in everything we do. As a global leader in providing aerospace component maintenance, repair, and overhaul (MRO) services, we recognize the importance of partnering with suppliers who share our values and uphold the same level of ethical and legal responsibility.

We expect our suppliers to operate in full compliance with all applicable laws and regulations while conducting business in a manner that reflects our commitment to ethical practices, transparency, and accountability. This includes respecting human rights, providing fair and safe working conditions, and promoting environmental stewardship in their operations.

TurbineAero has zero tolerance for any form of corruption, forced or child labor, or unethical business conduct. We expect our suppliers to act with integrity, avoid conflicts of interest, and prevent any form of fraudulent or deceptive practice in their dealings with us and others.

As a valued partner, your role in our supply chain is essential to our success. We expect you to adopt and promote responsible business practices, not only within your organization but also throughout your own network of suppliers and subcontractors. Compliance with this Code of Conduct is a fundamental part of doing business with TurbineAero.



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## 1. COMPLIANCE WITH LAWS

TurbineAero expects all suppliers to operate in full compliance with the laws and regulations relevant to their operations. This includes not only the legal requirements of their home country but also those of any other country in which they conduct business on behalf of TurbineAero. Adherence to both international and local legal standards is a fundamental condition of our working relationship.

## 2. BUSSINESS ETHICS

### Anti-Corruption and Bribery Prevention

Suppliers must comply with all applicable anti-bribery and anti-corruption laws. A proactive approach is required, including the implementation of internal compliance programs designed to identify and mitigate the risk of corruption within business dealings. Due diligence is expected across all transactions—particularly when engaging intermediaries, consultants, agents, or participating in joint ventures or offset agreements.

### Improper Payments and Facilitation Prohibitions

Suppliers must not offer, authorize, give, request, or accept bribes or any improper benefit, whether in cash or other form, to any government official, political figure, or business contact. This also applies to unofficial "facilitation" payments intended to speed up standard governmental procedures—unless such payments are legally regulated and documented with official receipts. Exceptions are only recognized in cases involving an imminent threat to personal safety.

### Prohibition of Fraud and Misrepresentation

All forms of fraud, misrepresentation, and deception are strictly prohibited. Suppliers must not seek to secure any advantage through false statements, forged documents, the concealment of information, or misappropriation of assets or intellectual property.

### Fair Competition and Antitrust Compliance

Suppliers must conduct business fairly and independently, avoiding any practices that may restrict competition. This includes refraining from price-fixing, bid rigging, collusive agreements, or the exchange of sensitive market information with competitors. Participation in cartels or any behavior that could distort a free market is not tolerated.

### Gifts and Hospitality

TurbineAero expects its suppliers to conduct business without relying on gifts, hospitality, or entertainment to influence decision-making. Any such gestures must be modest, legally compliant, and consistent with local customs—never involving cash or equivalents, nor exceeding the standards of professionalism and transparency.

### Use of Confidential Information

Suppliers and their representatives must not exploit confidential or non-public information gained through their relationship with TurbineAero for personal or financial gain. This includes using such information for stock trading or advising others based on privileged insights.

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## Conflict of Interest

Suppliers are expected to avoid situations that could result in, or appear to result in, a conflict between their interests and those of TurbineAero. Any actual, potential, or perceived conflicts must be disclosed to TurbineAero immediately. This includes personal relationships or financial interests that could influence decision-making or business objectivity.

## 3. HUMAN RIGHTS & LABOR

### Wages and Benefits

Suppliers must ensure workers receive at least the minimum wage and legally required benefits as per applicable labor laws. Overtime must be compensated lawfully, and wage deductions must not be used as a form of discipline.

### Working Hours

Working hours must comply with applicable labor regulations. Suppliers are also expected to provide leave, vacation, and holiday entitlements in accordance with local legal requirements.

### Equal Opportunity and Respect for Diversity

Employment decisions must be free from discrimination based on race, color, age, gender, sexual orientation, ethnicity, disability, religion, political views, union status, nationality, or marital status. TurbineAero values respect for cultural and religious practices and expects suppliers to accommodate these wherever reasonable.

### Child Labor

Suppliers shall not employ individuals under the age of 18, except through regulated apprenticeship programs that meet legal standards.

### Humane Treatment

All workers must be treated with respect and dignity. Any form of abuse or mistreatment, including harassment, coercion, or violence, is strictly prohibited.

### Involuntary Labor

Employment must be freely chosen. Workers must not be subject to forced labor and may resign with reasonable notice in accordance with labor law. Suppliers shall not withhold identity documents or require recruitment-related payments from workers. Any such costs already paid by workers must be reimbursed.

### Freedom of Association

Suppliers must respect workers' legal rights to organize, join associations, and engage in collective bargaining. Open communication with management on workplace matters must be encouraged, without threat of retaliation or intimidation.

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## 4. ENVIRONMENTAL, HEALTH & SAFETY

### Environmental Permits and Reporting

Suppliers must obtain and maintain all required environmental permits and registrations, and follow associated operational and reporting obligations in line with applicable laws.

### Hazardous Substances

Suppliers must comply with laws and regulations restricting or prohibiting certain hazardous substances. Proper controls must be in place to manage the storage, handling, movement, and disposal of hazardous materials. Employees must be trained and provided with appropriate protective equipment where necessary.

### Wastewater and Solid Waste Emissions

Suppliers must manage wastewater and solid waste in compliance with legal requirements. Waste from operations must be monitored and treated as needed before discharge or disposal.

### Air Emissions

Air emissions resulting from operations, including volatile compounds and other pollutants, must be monitored, managed, and treated to meet legal standards prior to release.

### Pollution Prevention and Resource Reduction

Suppliers are expected to minimize environmental impact by using resources efficiently and reducing waste. Efforts should include recycling, reuse of materials, and the use of sustainable alternatives where possible.

### Occupational Safety

Suppliers must implement safeguards such as protective equipment, safety procedures, and hazard controls to maintain a safe working environment. Workers must be empowered to report unsafe conditions without fear of retaliation.

### Emergency Preparedness

Suppliers must establish emergency response procedures, including drills, evacuation plans, alarm systems, and safety training. Fire protection systems and accessible exits must be maintained at all times.

### Occupational Injury and Illness

Systems must be in place to monitor and report workplace injuries and illnesses. Investigations and corrective actions should follow all reported incidents, and appropriate care must be provided to affected personnel.

### Industrial Hygiene

Suppliers must identify and control exposure to harmful substances or environments. Appropriate personal protective gear must be used where exposure risks cannot be eliminated.

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### Physically Demanding Work

Tasks that involve physical strain, such as lifting or repetitive motions, must be assessed and managed to reduce risk of injury or fatigue.

### Worker Welfare

Suppliers must provide clean, safe facilities, including toilets, showers, drinking water, and designated areas for eating and food storage.

## 5. GOVERNANCE & MANAGEMENT SYSTEM

Suppliers are expected to operate in compliance with TurbineAero's applicable airworthiness requirements, international standards, and relevant company policies and procedures. This includes maintaining regulatory approvals and demonstrating ongoing adherence to all mandated operational obligations.

Suppliers should implement a recognized quality management system (such as EN9100, AS9110, ISO9001, or equivalent) to support a strong quality culture and consistently deliver reliable, cost-effective, and timely products and services. TurbineAero encourages suppliers to continuously improve their performance in areas such as quality, efficiency, innovation, and service.

### Consequences for violating the code

If a supplier fails to meet the standards outlined in this Code, TurbineAero reserves the right to review the relationship and, if necessary, pursue corrective actions in accordance with the terms and conditions of the applicable contract(s).

### Calibration System

All Inspection Measuring & Test Equipment used by the Supplier during in-process and final inspection to make a compliance evaluation shall be calibrated to the national standard.

### Special Processes

Supplier shall provide certifications for all special processes and nondestructive test results performed with each shipment when requested. The certificate shall identify the processor, process used, controlling specification & revision, and the results of test or measurement performed. Supplier used shall be a TurbineAero and/or Customer approved source for said Processes. These include operations subject to process controls such as: coating, joining, heat treating, cleaning, non-destructive test, etc. The Supplier shall be approved as per above to perform specific required Special Processes or use Special Process vendors acceptable to TurbineAero and TurbineAero 's customer.

### Limited Shelf-Life Items

Materials with limited shelf life (epoxy, paint, adhesives, etc.) shall indicate the date of manufacture, lot number and applicable specification on the container. The Supplier shall supply life limited product with at least 75% of the life remaining.

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**Material Substitution** Unauthorized material substitutions are not permitted without TurbineAero written consent.

### **Quality/Inspection System**

Supplier shall maintain a quality/inspection system that will ensure all goods and services conform to contract requirements whether manufactured or processed by Supplier or procured from Sub-Tier Suppliers.

### **Changes in Process, Product or Location**

Supplier shall notify TurbineAero of intended or actual changes that may affect the quality of delivered goods and services. This includes Changes to the Quality Management System, the Manufacturing Line, Facility Location, Processes, or Natural Disasters.

### **Foreign Object Debris/Damage**

Supplier is required to establish and maintain a Foreign Object Debris/Damage (FOD) prevention program that employs appropriate housekeeping practices to assure timely detection and removal of residue/debris generated, during operations and normal daily tasks

### **Flow Down to Sub-tier Suppliers**

Suppliers shall flow-down to Sub-Tier Suppliers the applicable requirements as required by the purchase order either specifically or by reference.

## **6. PRODUCT SAFETY**

### **Commitment to Safety and Reliability**

TurbineAero expects suppliers to prioritize safety and reliability in every aspect of their operations. Suppliers must ensure their practices and workforce consistently support the delivery of safe, compliant, and airworthy products and services.

### **Safety Responsibility Across All Functions**

The safety of end users—including operators, maintainers, and passengers—relies on the reliability of each component and service. All personnel involved in production, repair, or support functions must understand their role in maintaining product safety and act accordingly.

### **Safety as a Non-Negotiable Priority**

Suppliers must embed a “Safety First” mindset throughout their organization. Safety must always take precedence over cost, schedule, or other pressures. Suppliers should cultivate a workplace culture that values safety, encourages responsibility, and supports continuous safety improvements.

### **Transparent Reporting of Discrepancies & Safety Issues**

Suppliers must immediately inform TurbineAero of any issues, defects, or deviations that could affect product safety or regulatory compliance. Prompt and honest communication is essential to ensure effective risk mitigation and maintain trust. Suppliers must establish secure and accessible channels for employees and third parties to raise concerns or seek guidance on potential legal or ethical matters,

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including anonymous reporting options. Retaliation against individuals who report in good faith is strictly prohibited, and appropriate measures must be in place to prevent and address any retaliatory actions.

### Certificate of Conformance/Airworthiness Release

Supplier's acceptance of TurbineAero 's purchase order certifies that the materials and processes supplied under the purchase order shall be or have been controlled and inspected in accordance with TurbineAero 's purchase order and they meet the specified order requirements, referenced specifications and drawings. Suppliers must provide a Certificate of Conformance or Airworthiness Release as identified in Purchase Order for all orders and lots, verifying that all products and lots meet those requirements. All products and lots must be clearly identified and labeled and must be traceable to and linked to the Certificate of Conformance/Airworthiness Release.

### Counterfeit & SUP parts

Suppliers must implement processes to detect and prevent counterfeit & SUP-Suspected Unapproved Parts and materials from entering the supply chain. The supplier shall ensure that the counterfeit and SUP part prevention process includes a mechanism for reporting to the organization's purchasing representative within 3 working days of it being confirmed and ensuring such parts do not re-enter the market.

### Cooperation in Investigations

In the case of an incident, suppliers are required to support TurbineAero and relevant authorities by providing necessary information, documentation, and technical assistance to aid investigations and determine root causes.

### Proactive Safety Engagement

Beyond compliance, suppliers should actively identify and share safety observations, risk indicators, or technical findings that could influence product reliability or performance, even if not formally reportable. Preventive actions are key to avoiding safety issues.

### Compliance with Safety Regulations

Suppliers must stay current with relevant airworthiness and safety regulations applicable to their products or services. Internal controls must be in place to ensure that any regulatory changes are reviewed, implemented, and clearly communicated to affected teams.

## **7. INFORMATION PROTECTION**

Suppliers must comply with all applicable data privacy and protection laws. They are required to safeguard TurbineAero's confidential and proprietary information against unauthorized access, use, or disclosure.

Suppliers must ensure that all products and services comply with applicable cyber-related regulations related to product safety, airworthiness, and quality, and are free from cybersecurity risks.

Any actual or suspected data breach or security incident must be reported to TurbineAero immediately upon discovery.

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Suppliers must also comply with all relevant intellectual property laws and take appropriate measures to protect against unauthorized use or disclosure of protected information.

### Control of Drawings & Specifications.

The Supplier shall ensure that the drawings and specification are the relevant revision status specified on the Purchase Order. The Supplier shall comply with any special requirements requested by TurbineAero regarding the control of drawings and specifications.

## **8. MAINTAIN ACCURATE RECORDS**

Suppliers must implement appropriate controls to ensure business records are accurately and securely created, stored, and maintained. Records must not be falsified or manipulated to conceal or misrepresent facts. All records, in any format, must fully and truthfully reflect the underlying transaction or event. Records must be retained in compliance with TurbineAero's applicable retention requirements.

## **9. GLOBAL TRADE & EXPORT CONTROL**

### Import control

Suppliers are required to adhere to all relevant laws and regulations governing the importation of parts, components, technical data, and services into the countries where TurbineAero operates, ensuring that all imports meet the necessary legal and regulatory standards.

### Export control

Suppliers must ensure full compliance with international and national export control regulations, including those of the US, EU, and other relevant jurisdictions. This includes adherence to sanctions, embargoes, and obtaining the necessary export licenses and authorizations. Suppliers must also provide accurate export control information when requested.

### Responsible sourcing of minerals

Suppliers must source materials in a responsible manner, ensuring compliance with laws related to conflict minerals and critical materials. This includes ensuring that minerals such as tin, tungsten, tantalum, gold, and rare earth elements are responsibly sourced, without contributing to environmental harm or violations of human rights. Suppliers should demonstrate due diligence in their sourcing practices and disclose any potential concerns regarding material origins.

### Tax Compliance

Suppliers must fully comply with all tax regulations in their operating jurisdictions and demonstrate transparency in their dealings with tax authorities. Suppliers must avoid any form of illegal tax evasion and have internal controls in place to prevent such activities, ensuring the integrity of their tax practices.

### Fair Payment practices

Suppliers are expected to honor fair payment practices, paying all valid and undisputed invoices promptly in line with agreed contractual terms. Transparency and adherence to local laws regarding payment timelines and terms are essential in maintaining mutually beneficial business relationships.

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## Packaging and Handling

As a minimum, the Supplier shall package all material in a manner that will ensure protection against corrosion, oxidation, deterioration, and physical damage during shipment. Electrostatic sensitive products shall be packed in an ESD protective bag. In addition, when materials delivered are lot-controlled and multiple material lots are shipped, each lot shall be separately packaged and identified.

## 10. SUPPLIER COMMITMENT

Suppliers are expected to extend the principles outlined in the TurbineAero Supplier Code of Conduct to their affiliated entities, subsidiaries, and any subcontractors engaged in activities related to TurbineAero business.

These principles should be embedded into the supplier's day-to-day operations and long-term sustainable business practices to ensure consistency and accountability throughout the supply chain.

The TurbineAero Supplier Code of Conduct establishes a baseline of ethical and responsible behavior. It is subject to and governed by the applicable law as defined in the relevant contract.

Suppliers are also responsible for complying with all other legal obligations within the jurisdiction where the service is provided. The standards described in this Code are not exhaustive and do not override any additional applicable legal requirements.

### Right of Access.

TurbineAero, its customers, and regulatory authorities shall be granted the right of access to all Supplier and sub-tier Supplier facilities and records involved in fulfilling the Purchase Order requirements to ensure conformance with the requirements.