AUTOMATED INDUSTRIAL ROBOTICS

Supplier Code of Conduct
Automated Industrial Robotics

Preamble

Automated Industrial Robotics ("AIR") designs and delivers advanced manufacturing automation solutions to customers across highly regulated industries, including life sciences, pharmaceuticals, medical devices, food and beverage, cosmetics, and automotive. Our products and systems operate in environments where quality, safety, and regulatory compliance are non-negotiable. That standard begins with our supply chain.

This Supplier Code of Conduct (the "Code") sets out the minimum expectations AIR holds for all suppliers, vendors, contractors, consultants, and their sub-suppliers (collectively, "Suppliers") that provide goods, materials, components, software, or services to AIR or any of its subsidiaries and affiliates worldwide. The Code reflects AIR's commitment to conducting business ethically, protecting human rights, promoting safe and healthy workplaces, minimizing environmental impact, and maintaining the highest standards of quality and integrity throughout its operations.

This Code is incorporated by reference into, and forms an integral part of, every purchase order, supply agreement, master services agreement, or other contract between AIR (including its subsidiaries and affiliates) and a Supplier. Suppliers must acknowledge and agree to this Code in writing prior to commencing the supply of goods or services to AIR, whether by countersignature, electronic acceptance, or acceptance of a purchase order that references this Code. Continued performance under any AIR purchase order or agreement following notice of this Code, or any amendment to it, constitutes the Supplier's acceptance of its terms. Where local law imposes requirements that exceed the standards set forth in this Code, Suppliers must comply with the more stringent standard. AIR expects Suppliers to communicate these expectations to their own supply chains and to take reasonable steps to verify compliance.

1. Compliance with Laws and Regulations

Suppliers must comply with all applicable laws, regulations, and industry standards in every jurisdiction in which they operate or from which they supply goods or services to AIR. This obligation includes, without limitation:

Anti-Corruption and Anti-Bribery. Suppliers must not engage in any form of bribery, corruption, extortion, or embezzlement. Suppliers must comply with all applicable anti-corruption laws, including where applicable the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010, and the Irish Criminal Justice (Corruption Offences) Act 2018. Suppliers must not offer, promise, authorize, or provide anything of value to any government official, political party, or private party for the purpose of obtaining or retaining business or securing an improper advantage.

Trade Compliance, Sanctions, and Export Controls. Suppliers must comply with all applicable trade laws, including U.S., EU and UK export control regimes, and all economic sanctions programs administered by the U.S. Office of Foreign Assets Control, the EU, and the UK Office of Financial Sanctions Implementation. Suppliers must not engage in transactions involving sanctioned countries, entities, or individuals without proper authorization.

Antitrust and Competition Law. Suppliers must comply with all applicable antitrust and competition laws. Suppliers must not engage in price-fixing, bid-rigging, market allocation, or other anticompetitive conduct in connection with their dealings with AIR or any third party.

Data Protection and Privacy. Suppliers that process personal data on behalf of AIR or in connection with their relationship with AIR must comply with all applicable data protection laws, including where applicable the EU General Data Protection Regulation (GDPR), the UK Data Protection Act 2018, and applicable U.S. federal and state privacy laws. Suppliers must maintain appropriate technical and organizational measures to protect personal data and must enter into data processing agreements with AIR where required by law.

2. Labor and Human Rights

AIR expects its Suppliers to treat all workers with dignity and respect. Suppliers must uphold the following labor and human rights standards:

Prohibition of Forced Labor and Human Trafficking. Suppliers must not use forced, bonded, indentured, involuntary, or trafficked labor of any kind. All work must be voluntary, and workers must be free to leave employment upon reasonable notice. Suppliers must not require workers to surrender government-issued identification, passports, or work permits as a condition of employment. Suppliers must cooperate with AIR's compliance with applicable modern slavery and human trafficking reporting obligations, including by providing information about their own supply chains upon request.

Prohibition of Child Labor. Suppliers must not employ any person below the minimum legal working age in the applicable jurisdiction or below the age of 15, whichever is higher. Workers under the age of 18 must not perform hazardous work or work that interferes with their education.

Fair Wages and Working Hours. Suppliers must compensate workers in compliance with all applicable wage laws, including minimum wage, overtime, and legally mandated benefits. Working hours must not exceed the limits established by applicable law or where no legal limit exists, 60 hours per week (including overtime), with at least one day of rest per seven-day period. Overtime must be voluntary and compensated at legally required premium rates.

Freedom of Association. Suppliers must respect workers' rights to freedom of association and collective bargaining to the extent permitted by applicable law. Where such rights are restricted by law, Suppliers must provide alternative means for workers to raise workplace concerns without fear of retaliation.

Non-Discrimination and Harassment Prevention. Suppliers must maintain workplaces free from discrimination and harassment. Employment decisions must be based on qualifications, skills, and performance, not on race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, veteran status, or any other characteristic protected by applicable law. Suppliers must not tolerate harassment, bullying, or any form of intimidation in the workplace.

3. Health and Safety

Suppliers must provide safe and healthy working conditions for all workers and comply with all applicable occupational health and safety laws and regulations. This includes:

Safe Working Conditions. Suppliers must identify, assess, and control workplace hazards through appropriate engineering controls, administrative procedures, and personal protective equipment. Suppliers must provide adequate training to workers on health and safety risks, safe work practices, and the proper use of equipment and protective measures, including procedures specific to the handling of industrial automation components, electrical systems, and heavy machinery where applicable.

Incident Reporting. Suppliers must maintain systems for workers to report health and safety incidents, injuries, near-misses, and hazardous conditions without fear of retaliation. Suppliers must investigate all reported incidents, implement corrective actions, and maintain records as required by applicable law.

Emergency Preparedness. Suppliers must establish and maintain emergency response plans that address fire, chemical release, natural disaster, and other foreseeable emergencies. Plans must be communicated to all workers and tested through regular drills.

4. Environmental Responsibility

Suppliers must operate in an environmentally responsible manner and comply with all applicable environmental laws and regulations, including:

Environmental Compliance. Suppliers must obtain and maintain all required environmental permits and registrations and must comply with all reporting and operational requirements associated with those permits.

Waste Management and Pollution Prevention. Suppliers must minimize the generation of waste, emissions, and discharges through source reduction, recycling, and other pollution prevention practices. Hazardous waste must be managed, stored, transported, and disposed of in accordance with applicable law. Suppliers must take reasonable precautions to prevent uncontrolled releases of chemicals or other hazardous materials into the environment.

Emissions Reduction and Sustainability. AIR encourages Suppliers to set measurable goals for reducing greenhouse gas emissions, energy consumption, water use, and waste generation. Suppliers should pursue continuous improvement in environmental performance and adopt sustainable practices where commercially reasonable, including the use of recyclable or responsibly sourced materials.

Restricted Substances. Suppliers must comply with all applicable laws and regulations governing restricted, hazardous, or prohibited substances in the products and materials they supply to AIR, in each jurisdiction where those products are manufactured, sold, or used. Suppliers must provide material declarations and compliance documentation to AIR upon request.

5. Business Integrity

Suppliers must conduct their business with AIR and with third parties honestly and transparently.

Conflicts of Interest. Suppliers must disclose to AIR any actual or potential conflicts of interest that may arise in connection with their business relationship with AIR, including any financial or personal interest in a competitor of AIR, or any personal relationship with an AIR employee involved in procurement decisions.

Gifts and Hospitality. Suppliers must not offer gifts, meals, entertainment, or hospitality to AIR employees that could reasonably be perceived as an attempt to influence a business decision. Any hospitality must be reasonable, proportionate, and connected to a legitimate business purpose.

Accurate Books and Records. Suppliers must maintain accurate and complete books, records, and accounts that fairly reflect all transactions and expenditures related to their business with AIR. Suppliers must not create false or misleading records or engage in any accounting irregularity.

6. Quality and Product Safety

AIR serves customers in highly regulated industries that demand the highest levels of product quality and traceability. Suppliers must:

Maintain a quality management system appropriate in scope and rigor to the nature of the goods or services supplied to AIR, including compliance with any specific quality standards or certification requirements set out in the applicable supply agreement.

Ensure that all goods and materials supplied to AIR conform to agreed-upon specifications, drawings, and quality requirements. Suppliers must maintain traceability of materials and components, including lot and batch identification, certificates of conformance, and test reports as required by AIR or by applicable law and regulation governing AIR's end-use applications.

Promptly notify AIR, and in any event within five business days of becoming aware of any quality issues, non-conformances, defects, or product recalls that may affect goods or materials supplied to AIR or the safety and performance of AIR's products or systems.

Suppliers providing goods, materials, or services subject to industry-specific quality, regulatory, or certification requirements applicable to AIR's end products (including but not limited to requirements under FDA, ISO, IATF, or other regulatory or certification regimes) must additionally: (i) comply with such requirements as specified in the applicable quality agreement or supply agreement; (ii) notify AIR in advance of any material change to processes, materials, specifications, or sub-suppliers used in producing goods supplied to AIR; and (iii) execute a supplemental quality agreement if required by AIR as a condition of the commercial relationship.

7. Protecting AIR's Information and Intellectual Property

AIR's intellectual property, technical data, and information systems are core business assets. Suppliers that receive AIR's confidential information, access AIR's systems, or supply goods and services incorporating intellectual property must protect those assets with the same standard of care they apply to their own most sensitive information.

Confidential Information. Suppliers must protect all confidential and proprietary information of AIR, including technical data, pricing, business strategies, customer information, and trade secrets. Suppliers must use AIR's confidential information solely for the purpose of performing their obligations to AIR and must not disclose it to any third party without AIR's prior written consent. Suppliers must apply the same standard of care to the confidential information of AIR's customers and other third parties encountered in connection with their work for AIR.

These obligations continue for five years following termination of the business relationship, except that obligations with respect to information constituting a trade secret under applicable law shall continue for as long as such information retains its trade secret status.

Intellectual Property Rights. Suppliers must respect AIR's intellectual property rights, including patents, trademarks, and copyrights. Suppliers must not use, reproduce, or distribute AIR's intellectual property except as expressly authorized under their agreement with AIR.

Suppliers must ensure that goods and services supplied to AIR do not infringe the intellectual property rights of any third party. Suppliers must promptly notify AIR upon becoming aware of any actual or potential third-party intellectual property claim involving goods or services supplied to AIR.

Cybersecurity. Suppliers that access, store, process, or transmit AIR data, or that connect to AIR's information systems or networks, must maintain cybersecurity controls proportionate to the sensitivity of the data and the nature of the access. At a minimum, such Suppliers must:

Implement and maintain an information security program that includes appropriate access controls, encryption of data in transit and at rest, vulnerability management, and incident response capabilities.

Notify AIR within 48 hours of becoming aware of, or having reason to believe, any security incident or data breach that affects or may affect AIR data, systems, or personnel, and cooperate fully with AIR in investigating and remediating any such incident.

Implement such additional technical and organizational safeguards as AIR may specify for Suppliers handling sensitive technical data, including engineering designs, control system software, or proprietary automation configurations, with specific requirements to be set out in the applicable supply agreement or AIR's cybersecurity requirements documentation.

Artificial Intelligence. Suppliers that embed, integrate, or use AI, machine learning, or automated decision-making systems in goods, software, or services supplied to AIR must disclose such use to AIR, ensure appropriate human oversight, and comply with applicable AI laws in the jurisdictions where such systems are developed, deployed, or used. Suppliers and their personnel must not input AIR confidential information into AI tools not approved by AIR in advance. Detailed requirements are set out in AIR's supply agreements.

8. Supply Chain Transparency

Suppliers must promote ethical and transparent practices throughout their own supply chains.

Sub-Supplier Standards. Suppliers must impose on their own sub-suppliers, subcontractors, and consultants who provide goods, materials, or services used in fulfilling the Supplier's obligations to AIR, contractual obligations materially consistent with the principles of this Code, appropriate to the nature and risk of the goods or services provided. Suppliers remain responsible to AIR for their sub-suppliers' compliance with this Code to the same extent as if the Supplier had performed the relevant work itself. Suppliers must take reasonable steps to monitor sub-supplier compliance and must promptly notify AIR of any known material non-compliance by a sub-supplier that affects goods or services supplied to AIR. AIR reserves the right to require Suppliers to disclose the identity of

key sub-suppliers upon request, and to audit or inspect sub-supplier facilities, operations, and records under the same terms as Section 9 (Monitoring and Enforcement), either directly or through the Supplier.

Responsible Sourcing of Materials. Suppliers must exercise reasonable due diligence on the source and chain of custody of materials used in goods supplied to AIR, with particular attention to minerals associated with conflict financing or serious human rights abuses, including tin, tantalum, tungsten, gold, and cobalt. Suppliers must maintain records to respond to AIR's responsible sourcing inquiries and must not knowingly source materials from mines, smelters, or refiners associated with armed conflict or serious human rights violations.

Industry-Specific Supply Chain Standards. Suppliers providing goods, materials, or services subject to (i) export control laws governing controlled technical data, or (ii) industry supply chain standards adopted by AIR or required by AIR's customers (including but not limited to the Responsible Business Alliance Code of Conduct or the Pharmaceutical Supply Chain Initiative principles), must comply with such laws and standards as specified in the applicable supply agreement.

9. Monitoring and Enforcement

Audit Rights. AIR reserves the right to audit or inspect Supplier facilities, operations, records, and practices to verify compliance with this Code, upon reasonable notice. AIR may conduct such audits itself or through designated third-party auditors. Suppliers must cooperate fully with any audit and provide access to relevant personnel, documents, and facilities.

Certification. AIR may require Suppliers to certify their compliance with this Code on a periodic basis, including through written self-assessments, questionnaires, or declarations. Suppliers must provide such certifications promptly upon request.

Reporting Concerns and Whistleblower Protection. AIR encourages any person to report suspected violations of this Code through AIR's confidential reporting channel at airethics@industrialrobotics.com. Reports may be made anonymously where permitted by law. AIR prohibits retaliation against any person who makes a good-faith report of a suspected violation. Suppliers must similarly protect their own workers who report concerns about compliance with this Code.

Consequences of Non-Compliance. Violations of this Code may result in corrective action requirements, suspension of business, or termination of the Supplier's relationship with AIR. AIR will work with Suppliers to address identified deficiencies where feasible; however, AIR reserves the right to immediately terminate any agreement with a Supplier that commits a Material Violation of this Code, fails to implement corrective actions within a reasonable timeframe, or engages in conduct that exposes AIR to significant legal, regulatory, or reputational risk.

"Material Violation" means any breach of this Code that (i) creates actual or potential liability for AIR under applicable law or regulation, (ii) poses a risk to the health or safety of workers, end users, or the public, (iii) involves fraud, corruption, forced labor, or child labor, or (iv) is not cured within the timeframe specified in a corrective action notice issued by AIR.

Termination Rights. AIR's right to terminate a Supplier relationship for non-compliance with this Code is in addition to, and does not limit, any other termination rights AIR may have under the applicable supply agreement or at law.

Indemnification. Suppliers must indemnify, defend, and hold harmless AIR and its subsidiaries and affiliates from and against any losses, damages, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from any breach of this Code by a Supplier, including without limitation losses arising from product recalls, regulatory enforcement action, third-party claims, or reputational harm attributable to such breach. This obligation is in addition to, and does not limit, any indemnification obligations set forth in the applicable supply agreement.

Relationship to Supply Agreements. This Code establishes minimum baseline standards applicable to all Suppliers. Where the terms of an applicable supply agreement between AIR and a Supplier address a subject covered by this

Code, the terms of the supply agreement shall govern to the extent of any conflict, provided that compliance with the supply agreement shall not excuse non-compliance with applicable law.

10. Governance and Review

Responsibility for implementation and oversight of this policy rests with AIR's Legal function.

This policy will be reviewed periodically and updated as necessary to reflect legal, regulatory, and business developments.

Issue	Issue Date	Author	Revision Notes
1	10 July 2026	Legal	New Policy