

Introduction

For over a century, Sloan has been driven by a singular mission: to preserve the environment through water conservation and responsible innovation in commercial plumbing systems. As a 120 year family-owned company, we take a long view of our responsibilities, and we expect the same from those who work alongside us.

This Vendor Code of Conduct ("**Code**") sets forth the minimum standards that all suppliers, vendors, contractors, service providers, and other business partners ("**Vendors**") must meet as a condition of doing business with Sloan India Private Limited, a company incorporated under the laws of India and having its principal office at 344, Phase-2, Udyog Vihar, Gurugram, Haryana-122015, India ("**Sloan India**"), and, where the context requires, its ultimate parent entities Sloan Global Holdings, LLC and Sloan Valve Company (together with their respective direct and indirect subsidiaries and affiliated entities, "Sloan Group"). This Code applies to all Vendor operations, personnel, and facilities involved in providing goods or services to Sloan India, and Vendors are responsible for ensuring compliance by their own suppliers and subcontractors throughout their supply chains.

Acceptance of this Code is a prerequisite for all contractual relationships with Sloan India. Sloan India reserves the right to update this Code from time to time, with notice to Vendors, which may be done by posting on Sloan India's website or by direct communication. Continued performance of services or supply of goods following notice of an update constitutes acceptance of the revised Code.

1. Compliance with Laws

Vendors shall comply with all applicable laws, regulations, and legal requirements in the jurisdictions where they operate, including laws relating to labor, health and safety, the environment, anti-corruption, trade, data protection, and product safety. Where this Code imposes a higher standard than local law, the higher standard applies.

2. Ethical Business Practices

(a) Anti-Corruption. Vendors shall not engage in bribery, corruption, extortion, embezzlement, kickbacks, or fraud. Vendors shall comply with all applicable anti-corruption laws, including the Prevention of Corruption Act, 1988 (India), the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any other applicable anti-corruption legislation. No payment, gift, or item of value may be offered to any government official, Sloan India employee, or third party for the purpose of obtaining or retaining business or securing an improper advantage. Customary business courtesies of nominal value that are not intended to influence business decisions and are consistent with Sloan India's internal policies are not prohibited.

(b) Fair Competition. Vendors shall conduct business in accordance with applicable antitrust and competition laws. Vendors shall not engage in price-fixing, bid-rigging, market allocation, or other anti-competitive practices.

(c) Conflicts of Interest. Vendors shall avoid conflicts of interest and promptly disclose to Sloan India any situation in which a Vendor's personal or business interests could conflict with Sloan India's interests.

(d) Anti-Money Laundering. Vendors shall comply with all applicable anti-money laundering laws and shall conduct business only with reputable counterparties using funds derived from legitimate sources. Vendors shall not be owned or controlled by, or conduct transactions with, any person or entity that is the subject of applicable economic

sanctions, including those administered by the U.S. Office of Foreign Assets Control (OFAC), the European Union, or the United Kingdom, or any applicable Indian sanctions or denied-party restrictions.

(e). Accurate Books and Records. Vendors shall maintain accurate and complete books, records, and accounts that fairly reflect all business transactions with Sloan India.

3. Labour and Human Rights

(a). Prohibition of Forced Labour and Human Trafficking. Vendors shall not use any form of forced, bonded, indentured, or involuntary labour, including slavery, human trafficking, or involuntary prison labour. All employment must be voluntary. Workers must be free to terminate their employment upon reasonable notice without penalty. Vendors shall not confiscate workers' identity documents or require workers to pay recruitment fees. Where Vendors supply goods or components into the Sloan Group's global supply chain, Vendors shall also comply with applicable forced labour import laws of destination markets, including the U.S. Uyghur Forced Labor Prevention Act where applicable, and shall not supply goods that contain materials or components produced in violation of such laws.

(b). Prohibition of Child Labour. Vendors shall not employ any person below the greater of: (a) the age of 14 (or such higher minimum age as may apply under applicable law), (b) the age for completing compulsory education, or (c) the minimum working age under applicable law. Workers under the age of 18 shall not perform hazardous work, consistent with applicable Indian law restricting adolescent employment in hazardous occupations and processes.

(c). Fair Compensation and Working Hours. Vendors shall pay wages and provide benefits that comply with all applicable laws, including minimum wage, overtime, and legally mandated benefits requirements. Working hours shall not exceed the limits established by applicable law and shall allow for at least one day of rest per seven-day period.

(d). Non-Discrimination and Anti-Harassment. Vendors shall not discriminate in hiring, compensation, advancement, termination, or any other employment practice on the basis of race, colour, national origin, gender, gender identity, sexual orientation, religion, caste, age, disability, marital status, veteran status, or any other characteristic protected by applicable law. Vendors shall treat all workers with dignity and respect and shall not tolerate harassment, abuse, or corporal punishment of any kind.

(e). Freedom of Association. Vendors shall respect workers' rights to associate freely, form or join trade unions, engage in collective bargaining, and participate in works committees, in accordance with applicable law.

4. Health and Safety

Vendors shall provide a safe and healthy working environment for all personnel. At a minimum, Vendors shall:

(a). Identify workplace health and safety hazards and implement appropriate controls, training, and prevention measures.

(b). Provide adequate personal protective equipment and safety training before workers begin their assignments.

(c). Maintain emergency preparedness and response procedures, including evacuation plans, fire prevention systems, and first aid resources.

(d). Ensure that workers have the right and obligation to report unsafe conditions and to stop work that poses an imminent danger, without fear of retaliation.

5. Environmental Responsibility

Sloan's mission is rooted in water conservation and environmental stewardship. We expect Vendors to share this commitment.

(a). Regulatory Compliance. Vendors shall comply with all applicable environmental laws and shall maintain all required consents, permits and licences.

(b). Resource Conservation. Vendors shall seek to conserve water, energy, and natural resources, and shall implement practices to reduce waste, emissions, and the use of hazardous substances.

(c). Pollution Prevention. Vendors shall manage wastewater, solid waste, air emissions, and hazardous materials responsibly and in compliance with applicable law. Vendors shall comply with all applicable regulations governing restricted or regulated chemical substances, including without limitation (where and as applicable for the Sloan Group's global operations) requirements under the European Union's REACH regulation, the EU RoHS Directive, California Proposition 65, and applicable PFAS-related regulations, as well as applicable Indian hazardous substances and e-waste regulations. Vendors shall provide Sloan India, upon request or as otherwise required by applicable law, with full documentation of any regulated or restricted chemicals or substances used in their manufacturing processes or present in goods supplied to Sloan India, including but not limited to Safety Data Sheets, substance declarations, and test reports.

(d). Climate and Sustainability. Vendors are encouraged to track and reduce greenhouse gas emissions, improve energy efficiency, and adopt sustainable manufacturing practices. Vendors shall, upon Sloan India's reasonable request, provide available information regarding their greenhouse gas emissions, energy consumption, and sustainability initiatives to support Sloan India's reporting and compliance obligations.

6. Product Quality, Safety, and Responsible Sourcing

(a). Product Quality and Safety. Goods and services provided to Sloan India shall conform to all applicable quality, safety, and regulatory standards, as well as Sloan India's specifications. Vendors shall maintain quality management systems appropriate to their products and services, and shall ensure traceability of materials and components. Vendors shall provide Sloan India with prior written notice of any proposed material or process change that could affect the quality, safety, regulatory compliance, form, fit, or function of goods or services supplied to Sloan India. Such notice shall be provided sufficiently in advance to allow Sloan India a reasonable opportunity to review and approve the change before implementation. Vendors shall not implement any such change without Sloan India's prior written approval.

(b). Conflict Minerals. Where Vendors supply materials or components into the Sloan Group's global supply chain, Vendors shall support the Sloan Group's compliance with Section 1502 of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act and related regulations. Vendors shall exercise due diligence to ensure that products supplied do not contain tin, tantalum, tungsten, gold, or cobalt sourced from conflict-affected or high-risk areas where the purchase would directly or indirectly finance armed groups. Vendors shall respond promptly to requests for supply chain data regarding these minerals.

7. Trade Compliance

Vendors shall comply with all applicable import and export control laws, economic sanctions, anti-boycott regulations, and customs requirements. Vendors shall accurately classify and label goods with the correct country of origin and shall not engage in transshipment or other practices illegally intended to circumvent trade restrictions.

8. Confidentiality, Data Protection, and Intellectual Property

(a). Confidential Information. Vendors shall protect all confidential and proprietary information of Sloan India and its stakeholders. Confidential information shall not be disclosed to any third party without Sloan India's prior written consent, and shall be used solely for the purposes of performing the Vendor's obligations to Sloan India.

(b). Data Protection. Vendors that process personal data on Sloan India's behalf or in connection with the business relationship shall comply with all applicable data protection and privacy laws and shall implement appropriate technical and organisational safeguards to protect such data.

(c). Intellectual Property. Vendors shall respect and protect the intellectual property rights of Sloan India and third parties. Vendors shall not use, copy, or disclose Sloan India's intellectual property without prior authorisation, and shall safeguard it against misuse, counterfeiting, and improper disclosure.

(d). Cybersecurity. Vendors that connect to, access, or transmit data to or from Sloan India's systems or networks, or that process Sloan India data, shall maintain an information security program with controls appropriate to the sensitivity of the data and the nature of the relationship. Vendors shall promptly notify Sloan India of any actual or reasonably suspected security incident, data breach, or unauthorised access that could affect Sloan India or its data, and shall cooperate with Sloan India in investigating and remediating any such incident.

9. Management Systems and Supply Chain Accountability

(a). Management Systems. Vendors shall implement management systems, policies, and/or documented processes sufficient to ensure compliance with this Code and applicable law. Vendors shall, upon Sloan India's request, complete a written self-assessment questionnaire regarding their compliance with this Code and provide supporting documentation as reasonably requested.

(b). Supply Chain Cascade. Vendors shall communicate the principles of this Code to their own suppliers and subcontractors and shall require and promote compliance throughout their supply chains.

10. Monitoring, Auditing, and Enforcement

(a). Right to Audit. Sloan India reserves the right, directly or through independent third parties, to verify compliance with this Code at any time in a manner it deems reasonable and appropriate. Sloan India will generally provide reasonable advance notice of audits, except where there is a reasonable basis to suspect a material violation of this Code. Vendors shall cooperate fully with such audits and maintain all documentation necessary to demonstrate compliance.

(b). Corrective Action. If non-compliance is identified, Vendors shall, within thirty (30) days of notification (or such other period (including shorter) as Sloan India may require), develop and submit to Sloan India a written corrective action plan with specific milestones, and shall implement such plan to Sloan India's reasonable satisfaction.

(c). Consequences of Violation. Material or repeated violations of this Code may result in Sloan India's termination of the business relationship, including cancellation of outstanding orders, without liability. Sloan India's right to terminate the business relationship does not limit any other rights or remedies available to Sloan India at law or in equity, including claims for damages, indemnification, or injunctive relief. Specific indemnification and remedies may be set forth in the applicable contract between Sloan India and the Vendor.

11. Reporting and Non-Retaliation

Vendors shall promptly notify Sloan India and in no event later than seventy-two (72) hours after becoming aware - of any known or suspected: (i) violation of this Code; (ii) violation of applicable law in connection with goods or services supplied to Sloan India; or (iii) data security incident, government investigation, or legal proceeding that could affect Sloan India or the business relationship. Reports may be made through any of the following channels:

Online: sloan.ethicspoint.com

Email: compliance@sloan.com

Reports may be made anonymously and will be treated confidentially to the extent permitted by law. Sloan India does not tolerate retaliation against any person who, in good faith, reports a concern or cooperates in an investigation. Vendors shall maintain the same non-retaliation protections for their own personnel.

12. Administration

This Code is administered by Sloan India's Legal Department. Questions regarding this Code should be directed to compliance@sloan.com.

By doing business with Sloan India, Vendor acknowledges receipt and understanding of this Code and agrees to comply with its terms.

** The effective date appearing in the header of this page is the effective date of these Terms or Policies. In the event prior version is required to be visited, please use the version control feature mentioned at the top of the page.*