



## BUSINESS PARTNER CODE OF CONDUCT

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C&D Technologies, Inc. (“C&D”) as used throughout this Business Partner Code of Conduct (the “Code”), refers to the entire corporate group and is meant to include any operating division or wholly owned subsidiary thereof including, but not limited to, Trojan Battery Company, LLC, and Trojan Battery Sales, LLC (together with C&D, the “Company”) and any Company business offices and locations, both domestic and international, and all individuals employed therein.

Our Company is dedicated to maintaining the highest standards of business conduct and ethics everywhere we operate or do business. As such, we are committed to doing our best to ensure the business practices of our Business Partners and vendors meet the same high level and ethical standards. This Code applies to all Company Business Partners including, but not limited to, C&D distributors, resellers, solution and consulting partners, suppliers, vendors, contractors, service providers, and their subcontractors. This Code is the foundation of our relationship with our Business Partners - creating a mutual understanding of our Company's core values and beliefs. This Code is not exhaustive; Business Partners are required to use their own discretion to ensure compliance with unaddressed topics.

All Business Partners are expected to comply with the provisions of this Code, as they apply to your business and the services your business provides to our Company.

### **Penalties for Non-Compliance with This Code**

Part of conducting business with our Company includes compliance with this Code. If it is determined a Business Partner violates or does not meet the requirements of this Code, or any such rules, regulations, or orders, they must take prompt action to correct their actions to ensure compliance with the standards set forth herein.

C&D reserves the right to cancel, terminate, or suspend business, in whole or in part, with any Business Partner who violates the terms set forth within this Code or who fails to remediate a known violation. If a violation occurs, or a Business Partner becomes aware that they are not meeting the requirements of this Code, they must report this to C&D at the earliest possible opportunity.

## **Audits and Inspection**

We retain the right to audit our Business Partners to certify their compliance with the Code. Any violations or non-compliance discovered will be reported to the Business Partner's management for their attention and, if appropriate, corrective action, or termination of business.

## **Subcontractors**

C&D must be informed of all subcontractors used by our Business Partners that will be used in conducting business for and on behalf of our Company. Business Partners must undertake reasonable due diligence on any third parties used and ensure that any of their subcontractors conducting business for or on behalf of C&D confirm receipt of this Code and abide by its contents.

## **Speaking Up**

Any indication or suggestion by a Business Partner, agent or another employee to take any action that may violate this Code or the law must **immediately** be reported. Anonymous reports can be made through our Compliance and Ethics Hotline at [report.syntrio.com/cdtechno](https://report.syntrio.com/cdtechno). Whether you identify yourself or not, your contact will be kept strictly confidential to the extent reasonably possible within the objectives of these guidelines and Company policy, as permitted by law.

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## **HONEST AND ACCURATE DEALINGS**

C&D competes fairly and in compliance with all relevant and applicable laws worldwide. The integrity of our Company and its Business Partners is an integral part of our Company's business practices and dealings. We hold all our Business Partners to the highest ethical standard and will not do business with those that seek a competitive advantage through unethical and illegal business practices.

## **False Statements**

C&D Business Partners shall not make any false representations in connection with any C&D transaction including, but not limited to, oral misrepresentations of fact, the promotion or utilization of false documentation such as non-genuine customer purchase orders, fraudulent or forged contracts, forged letters of destruction and/or other false or inaccurate records.

## **Compliance with Anti-Financial Crime Laws and Regulations**

C&D is committed to conducting business in a manner consistent with all international anti-financial crime laws and regulations. C&D requires the same ethical practices from its Business Partners. C&D will conduct its business free from corruption, including extortion and / or bribery, facilitation of tax-evasion, and all unlawful, unethical or fraudulent activity. C&D Business

Partners must never, even through third parties, offer, give, promise or authorize any bribe, kickback, gift, loan, fee, reward or other advantage to any government official or employee, any customer, any C&D employee or any other person to obtain an unfair business advantage or improperly influence any action or decision. C&D implements reasonable prevention procedures to guard against unlawful activity connected to financial crime (including bribery, facilitation of tax evasion and fraud). As part of this Code, it is the responsibility of C&D Business Partners to familiarize themselves and comply with all relevant and applicable policies, procedures and training in this regard. Please refer to the Penalties for Non-Compliance with This Code (above).

### **Antitrust and Fair Competition**

The policy of C&D is to require full compliance with both the letter and spirit of all antitrust laws of the countries where we do business. C&D Business Partners are not permitted to:

- propose or enter into any agreement with any of C&D's competitors to fix prices, margins, or terms and conditions or to divide up any markets or customers,
- propose or enter into any agreement or understanding restricting resale pricing of C&D products,
- limit sales of C&D product, and/or
- enter into reciprocal dealing agreements, price maintenance agreements, exclusive dealing arrangements and requirements contracts or tie-in arrangements.

You must also be careful that you do not even give the appearance of engaging in any of this behavior.

### **Gifts and Entertainment**

C&D takes special precautions when offering or accepting gifts, entertainment, or hospitality in the course of business and expects the same from its Business Partners. Business partners must be sure to abide by the applicable laws governing gifts, meals, and entertainment. Gifts or entertainment, of any value, must never be offered to government officials or associates and must not be used to obtain an unfair business advantage. Never offer, give or accept a gift, favor, service or entertainment if such an action could be viewed as a bribe or influencing a business decision without prior written approval. Business Partners are required to keep a record of all gifts and entertainment connected to C&D.

### **Conflicts of Interest**

C&D Business Partners must avoid any situation or relationship that may involve an inappropriate conflict or the appearance of a conflict with the interests of C&D. C&D Business Partners shall not offer or provide excessive gifts, hospitality or entertainment to any C&D employee or family

member of C&D employees. C&D employees and their family members may not hold any significant economic interest in any entity that does business with C&D and Business Partners are required to avoid such relationships with C&D employees.

If at any point, there is an existing or potential conflict of interest between a Business Partner's interest, duties, obligations or activities, including that of an individual employee, C&D must be notified immediately via C&D's Compliance and Ethics Hotline at [report.syntrio.com/cdtechno](https://report.syntrio.com/cdtechno).

### **Confidentiality**

Confidential Information is all non-public information that, if disclosed or publicized, might cause harm to the Company. In order to conduct day-to-day business with C&D, Business Partners may need access to C&D's confidential or private records. C&D Business Partners must protect C&D's information, not disclose it to any unauthorized third party, and use it only for the business of C&D. Business partners must ensure this information is protected and remains confidential.

### **Intellectual Property**

C&D Business Partners must use C&D's trade information, copyrights, and trademarks only in a manner that is permitted under their contracts with C&D and may not misappropriate or infringe upon the trade information, trademarks, or copyrighted works of others. C&D Business Partners must not misuse trade secrets or proprietary or confidential information of others for their own purposes or disclose such information to unauthorized third parties. C&D Business Partners must notify C&D in writing of any unauthorized use of C&D trade secrets, brands, trademarks, logos or confidential information by a third party immediately upon discovery.

### **Export Controls**

C&D's business operations extend globally; we sell and ship products worldwide. As such, we must maintain positive working relationships with all border officials and import / export agencies.

It is C&D policy to abide by all international trade laws, without exception, and all C&D Business Partners must strictly comply with all export and re-export restrictions applicable to C&D.

All goods moved across national borders must be handled in accordance with the applicable customs regulations of the exporting and importing countries. That means that all import and export documentation must be complete and accurate prior to shipment of product. That may include information about the admissibility, classification, valuation, country of origin, origin labeling, and applicable rate of duty of the merchandise being imported or exported.

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## **LAWFUL EMPLOYMENT AND LABOR STANDARDS**

Human Rights are the basic rights to which all humans are entitled including, but not limited to, the rights to life, freedom, equality, work, food, health, and education.

C&D expects our Business Partners to treat their own employees and workers with dignity, fairness, and respect in accordance with local laws, regulations and standards regarding labor and employment. Business partners are required to follow all local laws, regulations, general and workplace standards, including labor, health, safety, and environmental standards.

### **Legal Right to Work**

C&D Business Partners shall, prior to employing any worker, validate and review all relevant documentation to ensure that such worker has the legal right to work in that jurisdiction. It is the responsibility of C&D Business Partners to keep accurate records of all such workers' documentation, which is subject to audit by C&D upon request.

### **Involuntary Labor**

Employment with C&D Business Partners should be an expression of free choice and there may be no forced, bonded, or involuntary labor. C&D Business Partners should provide their workers with clear terms and conditions of employment and allow workers to discontinue employment at any time, upon reasonable notice.

### **Working Hours, Wages and Benefits**

C&D Business Partners shall afford workers and employees working hours that comply with regional, national and international laws and industry standards. C&D Business Partners shall provide legally mandated benefits and pay wages that comply with all applicable local wage and hour laws and regulations including those relating to: minimum wages, overtime hours, piece rates, regular pay schedules, and other elements of compensation.

### **Non-Discrimination and Anti-Harassment**

C&D Business Partners shall not illegally discriminate against an employee, worker, or applicant based on age, gender, race, sexual orientation, perceived disability, national origin, or cultural, religious, or personal beliefs.

Workers have a right to a workplace free of harassment. C&D requires its Business Partners prohibit all types of harassment including, but not limited to, physical, verbal, and sexual harassment.

## **Safe Working Conditions**

C&D Business Partners shall provide a safe, healthy, and hygienic workplace, in compliance with all local, national, and international regulations.

Business Partners must protect employees from chemical, biological, and physical hazards, in addition to on-site accidents. To ensure safety, Business Partners must provide their employees with the necessary training and protective equipment. Business Partners should maintain records documenting workplace injuries and any health and safety training conducted.

## **Child Labor**

Child Labor is a form of exploitation that is a violation of Human Rights. C&D is committed to ensuring that Child Labor in any form, including its worst forms, is not a part of its supply chain. No C&D Business Partner may utilize Child Labor in their operations or supply chains. C&D Business Partners must abide by all working age laws in their countries of operation and should adopt procedures to verify and maintain documentation that no workers are younger than the local legal age for employment and that no children are being enslaved, trafficked, or exploited within their supply chain.

## **Compliance with Anti-Human Trafficking Laws and Regulations**

In compliance with U.S. Government policy, UK Anti-Modern Slavery requirements, and other international laws, C&D Business Partners shall not at any time:

- engage in forms of trafficking in persons,
- procure commercial sex acts,
- use forced labor in the performance of any contract or any other work,
- destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents,
- use misleading or fraudulent practices to recruit employees, including using recruiters that do not comply with local labor laws,
- charge recruitment fees to actual or potential employees, and/or
- if required by law or contract, fail to provide a timely employment contract, requirement agreement, or other required work document in writing and in a language the employee understands.

Any C&D Business Partner who violates this policy and / or any applicable anti-trafficking law will be subject to cancellation of contract and may be reported to local and/or international authorities.

### **Applicable to United States Suppliers of Commodities - Only**

To the extent performing work or supplying goods in relation to a government contract, Business Partner will comply with all applicable provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Business Partner will, in all solicitations or advertisements for employees placed by or on behalf of the Business Partner, work to consider all qualified applicants without consideration to age, gender, race, sexual orientation, perceived disability, national origin, or cultural, religious, or personal beliefs.

Business Partner agrees that it will take affirmative action to ensure that employees are treated fairly and equally during employment, without regard to their age, gender, race, sexual orientation, perceived disability, national origin, or cultural, religious, or personal beliefs. Such action should apply, but not be limited to, employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for advancement opportunities and training.

Business Partner will not terminate or in any other manner discriminate against any employee or job applicant because employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Business Partner's legal duty to furnish information.

The Business Partner will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Business Partner's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Business Partner will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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## **ENVIRONMENTAL STANDARDS**

C&D Business Partners shall comply with all applicable laws and regulations relating to the impact of their business on the environment. Compliance with environmental law shall include any international and applicable local laws affecting the source of materials and processes used to manufacture products, including, but not limited to, waste management, recycling and disposal, pollution prevention, conservation, and energy use.

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## **CONFLICT MINERALS**

C&D is committed to avoiding the use of “conflict minerals” and “extended minerals” which include tin, tungsten, tantalum and gold, cobalt, copper, natural graphite, lithium, mica, and nickel which are mined in countries with conditions of armed conflict and human rights abuses or adjacent countries. C&D expects our Business Partners to support our efforts to keep our supply chain free of conflict minerals and extended minerals and we expect our Business Partners providing goods to C&D to extend every reasonable effort in conducting due diligence and avoiding the use of conflict and extended minerals.

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## **AMENDMENTS TO THIS CODE**

C&D may reasonably amend this Code from time to time by providing Business Partner with an updated version of this Code or by posting an updated version at <https://www.cdtechno.com/about-us/legal> and <https://www.trojanbattery.com/legal>. Any amendments will be binding on Business Partner effective on the date of notice or posting.

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## **PERIODIC COMPLIANCE CERTIFICATION**

Upon request, Business Partner shall provide C&D with a certification to this Code attesting that Business Partner is in compliance with the provisions set forth herein.

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## CERTIFICATION

I certify that I have read and understood the C&D Business Partner Code of Conduct and attest that, to the best of my knowledge, information and belief, our business is in compliance with all applicable terms set forth herein and that our company has complied with and will comply with all applicable laws related to the content of this Business Partner Code of Conduct.

I further certify that if at any time this information becomes inaccurate, I or another Certifying Official of our company will promptly notify C&D of that fact.

I acknowledge C&D may immediately terminate its business relationship (including any purchase order(s) and purchase contracts) if our company fails to abide by the C&D Business Partner Code of Conduct.

I acknowledge this Certification can only be modified, amended, or supplemented by a written document which (i) specifically refers to the C&D Business Partner Code of Conduct and (ii) is signed by C&D and an authorized representative of our company.

Company Name	
Company Address	
Certifying Officer's Name	
Certifying Officer's Title	
Certifying Officer's Phone number	
Certifying Officer's Email	
Certifying Officer's Signature	