

Hoshizaki USA Holdings, Inc. Supplier Code of Conduct

Hoshizaki USA Holdings, Inc. (“**Hoshizaki**”) and its affiliates, divisions, and subsidiaries conduct business in accordance with the highest ethical standards, and in compliance with global expectations to deliver goods made through sustainable practices and the laws of countries in which we produce, buy, and sell our products.

“**Supplier Code**” means this Supplier Code of Conduct. “**Suppliers**” or “**you**” means any company, corporation, other entity, or person that sells, or seeks to sell, goods or services to Hoshizaki (such as, without limitation, Suppliers, distributors, consultants, agents, and other third-party providers), including the supplier’s employees, other workers, representatives, agents, contractors, subcontractors, and other sub-tier sources.

Hoshizaki requires its Suppliers to comply with this Supplier Code, as provided in terms and conditions of our Supplier Agreements and PO Terms and Conditions, and to communicate its requirements to its employees and business partners assisting with **Hoshizaki** business. **Hoshizaki** expects its Suppliers to use this Supplier Code as a guide for ethical, responsible, and legal business practices in their operations. This Supplier Code does not create contractual rights for Suppliers. **Hoshizaki** will update this Supplier Code periodically and expects Suppliers to stay current. All Suppliers must be able to demonstrate compliance with these requirements at the request of **Hoshizaki**.

Suppliers shall take necessary corrective actions to promptly remediate any noncompliance, and will actively engage in any remediation, including timely preparation and presentation of a Corrective Action Preventative Action (CAPA) plan. **Hoshizaki** reserves the right to terminate business at any time for non-compliance of this Supplier Code.

Hoshizaki Required Minimum Standards of Conduct

Laws and Regulations: Suppliers must operate in full compliance with all applicable laws and regulations of the countries in which they operate. If supplier’s compliance with requirements of this Supplier Code will result in a breach of applicable law or regulation, the applicable law or regulation shall control.

Data Protection & Privacy: Suppliers shall comply with all applicable laws and directives providing for the protection, transfer, access, and storage of personal information. This includes, but is not limited to, General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679).

Anti-Bribery & Anti-Corruption: Suppliers shall not make or receive any corrupt or inappropriate payment on behalf of itself, any third-party, or **Hoshizaki** and shall comply with all applicable laws, statutes, directives



and/or regulations relating to anti-bribery and anti-corruption, including but not limited to the US Foreign Corrupt Practices Act, the UK Bribery Act, and other applicable laws.

Gifts, Entertainment & Hospitalities: Hoshizaki Suppliers are required to understand and comply with this Supplier Code and applicable laws and regulations when offering or accepting any gifts, favors, meals, entertainment, or hospitalities to or from Hoshizaki employees, customers, or other business partners or their family members. Any such gift, entertainment, or hospitality must be consistent with customary regional business practices and the recipient's policies and must not adversely affect the reputation of Hoshizaki or the supplier if publicly disclosed. In addition, Hoshizaki Suppliers must not create or give the appearance of a conflict of interest when engaging in these practices.

Anti-money Laundering: Hoshizaki conducts business only with reputable Suppliers involved in legitimate business activities using funds from legitimate sources. Hoshizaki Suppliers are required to comply with applicable laws relating to money laundering.

Human Trafficking, Slavery, and Forced Labor: All forms of human trafficking; including migration within a country and across national borders, slavery, forced, convict, bonded (including debt bondage), or indentured labor of any kind are forbidden, including physical abuse and corporal punishment. This includes, but is not limited to, transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. This also includes, but is not limited to, compliance with Countering America's Adversaries through Sanctions Act, California Transparency in Supply Chains Act of 2010, and UK Modern Slavery Act.

There shall be no unreasonable restrictions on workers' freedom of movement in the facility or upon entering or exiting company-provided facilities.

As part of the hiring process, and prior to the worker departing from his or her country of origin, workers must be provided with all documents relevant to their employment in a language they understand with a description of terms and conditions of employment, and there shall be no substitution or changes allowed in such documentation upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.

All work must be voluntary, and workers shall be free to terminate their employment. Employers and agents may not hold or otherwise destroy, conceal, confiscate, or deny access by workers to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are required by law.

Foreign migrant factory workers shall not be required to pay employers' or agents' recruitment fees or other related fees for the purpose of being hired or as a condition of employment.

Child Labor: All workers must be at least the local legal age, above the oldest compulsory school age, and in no case, less than 15 years old. Suppliers must also comply with all local legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages, and working conditions.



Health and Safety: Suppliers must provide a safe and healthy working environment in accordance with applicable laws and regulations. At a minimum, workers must have access to first-aid, fire exits, safety equipment, potable water, clean, operational toilet facilities, and eating facilities. If residential facilities are provided, they must be clean and safe, with adequate personal space, entry and exit privileges, emergency egresses, heat and ventilation, and water for bathing and showering.

Work Hours: Except in extraordinary business circumstances, workers shall not work more than the lesser of (a) sixty (60) hours per week, including overtime or (b) the limits on regular and overtime hours allowed by applicable law. In addition, all workers shall be entitled to at least one day off in every consecutive seven-day period.

Wages and Benefits: Wages must be set at or above local minimum wage and compensation requirements (including overtime), as defined by applicable labor laws, applicable agreements and local regulations for regular work, overtime work, production rates and other elements of compensation and employee benefits.

Non-Discrimination: Employment (hiring, salary, benefits, promotion, training, discipline, termination, retirement, or any other terms and conditions of employment) must be based on merit and ability to perform the job requirements, not on characteristics such as race, creed, color, religion, sex, age, national origin, disabilities, veteran status, marital status, sexual orientation, gender, gender identity or expression, military status or any other characteristic protected by applicable law, including, but not limited to, US federal law.

Whistleblower Protection: Suppliers shall ensure the protection of whistleblower confidentiality and prohibit retaliation against workers who come forward in good faith and/or refuse an order that is in violation of this Supplier Code. Workers must have an anonymous complaint mechanism to report workplace grievances and Supplier Code violations in accordance with local laws and regulations.

Freedom of Association and Collective Bargaining: Suppliers shall recognize and respect the rights of workers to exercise lawful rights of free association, including joining or not joining any association. Suppliers must also respect the legal right of workers to bargain collectively.

Harassment or Abuse: Every worker shall be treated with respect and dignity. No worker shall be subject to any physical, sexual, psychological, or verbal harassment or abuse. In addition, Suppliers will not use monetary fines as a disciplinary practice.

Communication: Suppliers must communicate to all workers and supervisors the protections and benefits afforded to them by applicable law and this Code.

Monitoring and Compliance: Hoshizaki may undertake affirmative measures, such as announced and unannounced on-site audits of production factories, to monitor compliance with this Supplier Code. Suppliers must maintain on-site all documentation necessary to demonstrate compliance, and allow Hoshizaki representatives full access to production facilities, worker records, production records, and workers for confidential interviews in connection with such visits. Suppliers will not improperly impact the



results of any audit including presentation of falsified records or coaching of workers.

Environment and Sustainability: Suppliers shall comply with all applicable environmental laws, regulations, and Standards. Suppliers shall strive for continuous improvement in their operations and procurement practices to reduce environmental impacts throughout the product life cycle, such as reducing their carbon and water footprint and improving resource utilization. Suppliers shall provide any requested data to help **Hoshizaki** achieve environmental and material transparency for its products. This data may include, but is not limited to, full material disclosures, production resource information (energy, water, material, chemicals, waste etc.), final points of assembly, and transportation modes and distances.

Restricted Materials List: Suppliers will comply with all applicable product environmental laws including those regulating toxic materials, air emissions, wastewater discharge, waste treatment and disposal. No products are to be designed, developed, manufactured or sold without adherence to applicable product composition regulations in effect. Please refer to the 2023 Hoshizaki Integrated Report [Integrated Report | HOSHIZAKI CORPORATION](#), paying particular attention to pages 52 through 66. Upon request from **Hoshizaki**, Suppliers must provide required supporting documentation for applicable materials.

Conflict Minerals: Suppliers must comply with applicable laws and regulations regarding “Conflict Minerals”. These include tin (Cassiterite), tungsten (Wolframite), tantalum (Columbite-tantalite or coltan), and gold, and the derivative metals from these minerals. The “Covered Countries” are the Democratic Republic of the Congo, Angola, Burundi, Central African Republic, The Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia. Any conflict minerals contained in supplier products must not directly or indirectly perpetuate human rights abuses. Suppliers must exercise due diligence on the source and chain of custody of these minerals and require the same from their supply chain, whether or not Conflict Minerals or products may have been mined or produced in the Covered Countries or obtained from recycled sources, in compliance with **Hoshizaki** reporting requirements under the US Dodd-Frank Act, Section 1502. Where specified in a purchase order or supply agreement, Suppliers will comply with any **Hoshizaki** requirement to provide products, components, parts, and materials which are free of Conflict Minerals mined or produced in the Covered Countries in support of armed conflict in the region.

Business Ethics & Integrity: Suppliers will conduct business with honesty and integrity and demonstrate the highest standards of ethical behavior.

Environmental Social and Related Governance Requirements

A **Hoshizaki** representative agent will ask for the applicable certificates with your initial qualification documentation. The list is subject to change, but currently includes the following:

- **RoHS - Restriction of Hazardous Substances Directive 2011/65/EU** as amended. [EUR-Lex - 32011L0065 - EN - EUR-Lex \(europa.eu\)](#)
- **REACH - Registration, Evaluation, Authorization and Restriction of Chemicals Regulation (EC) No 1907/2006** as amended. [EUR-Lex - 32006R1907 - EN - EUR-Lex \(europa.eu\)](#)



- **California Prop 65** - Safe Drinking Water and Toxic Enforcement Act of 1986 as amended. [Proposition 65 - OEHHA \(ca.gov\)](#)
- **Toxic Substances Control Act (TSCA) (with Perfluoroalkyl and Polyfluoroalkyl / PFAS Identification)** of 1976 as amended. [Summary of the Toxic Substances Control Act | US EPA](#)
- **Declarations addressing Slavery and Human Trafficking Legislations** to include the **UYGHUR Forced Labor Prevention Act (UFLPA)**, which Chinese Suppliers must comply with. Starting 3/18/2023 U.S. Customs will require for all shipments coming from China and imported directly, that the manufacturer name, address & postal code be declared in the import documentation to comply with the UYGHUR Forced Labor Prevention Act.
- **Harmonized System (HS) Codes** [Harmonized System \(HS\) Codes \(trade.gov\)](#)
- **Country of Origin Statements for all products**
- United States Canada & Mexico Free Trade Agreement **USMCA Certificates of Origin** where applicable
- **Conflict Minerals Reporting Template (CMRT)** may be required for applicable products. (reference Section 1502 of U.S. Dodd Frank Act [Dodd-Frank Act Rulemaking: Specialized Corporate Disclosure \(sec.gov\)](#) and or EU 2017/821 [EUR-Lex - L:2017:130:TOC - EN - EUR-Lex \(europa.eu\)](#)
- **CTPAT – Customs Trade Partnership Against Terrorism**
- **Specific Agency Declarations/Certifications** may be required for applicable products. (such as **NSF, UL, IEC, EC 1935**)
- **Waste Framework Directive (WFD) & Substances of Concern** in articles (Products) **SCIP – REACH** is similar. **SCIP** submission to **ECHA** in Europe (if substances of high concern eg: lead over threshold).

Subsequent requests for the information outlined about may come from our partner, Assent: <https://www.assentcompliance.com/> To ensure the emails from Assent make it through to the intended recipient, we ask that you update any spam filters or other email scanning systems to whitelist the “@assent.com” domain. Suppliers must be willing to cooperate and comply with such requests, and provide the information requested. For Assent ‘s support, go to: compliancesupport@assentcompliance.com

In addition to their remediation obligations, Suppliers must promptly inform **Hoshizaki** when any situation develops that causes the Supplier to operate in violation of this Code of Conduct.

As the Supplier Code of Conduct may receive further updates, the supplier should check occasionally to ensure they are working to the latest version.

Reporting Concerns



Hoshizaki takes violations to this Supplier Code seriously and will investigate reports of actual or suspected misconduct as appropriate. If a supplier violates any of the requirements contained in this Supplier Code, **Hoshizaki** may terminate the relationship. In appropriate cases, **Hoshizaki** may also refer misconduct to the proper authorities.

Additional Links and Resources

Please find below additional links and resources. These also include declaration templates, which you can use to expedite your creation of the declarations to upload into your supplier portal. In order to obtain access, please right click on them:

1. [RoHS Acceptance Criteria](#) & [RoHS Declaration Template](#)
2. [California Proposition 65 Acceptance Criteria](#) & [CA Prop 65 Declaration Template](#)
3. [Reach SVHC Acceptance Criteria](#) & [Reach SVHC Declaration Template](#)
4. [TSCA Acceptance Criteria](#) & [TSCA Declaration Template](#)

