

CIRCOR Supplier Code of Conduct

Applies to: All suppliers, subcontractors, contractors, distributors, agents, and their sub-tier suppliers providing goods or services to CIRCOR International, Inc. and its global affiliates ("CIRCOR").

1. PURPOSE AND SCOPE

CIRCOR International, Inc. and its global affiliates ("CIRCOR") is committed to conducting business ethically, responsibly, and in compliance with applicable laws and regulations.

This Supplier Code of Conduct ("Code") sets forth CIRCOR's minimum expectations for ethical conduct, legal compliance, and responsible business practices for all suppliers, subcontractors, contractors, agents, distributors, and other third parties that provide goods or services to CIRCOR ("Suppliers").

Suppliers are expected to:

- Conduct business with integrity and respect for human rights;
- Comply with applicable laws and regulations relevant to the goods or services they provide to CIRCOR; and
- Cooperate with CIRCOR to support compliance with contractual, regulatory, and customer requirements.

This Code applies globally and is incorporated by reference into CIRCOR purchase orders and supplier agreements, as applicable. Additional or more specific requirements may apply based on the nature of the Supplier's work, including requirements relating to government contracts, export controls, information security, or regulated data. Such requirements will be communicated through applicable contracts, purchase orders, or contract exhibits.

Failure to comply with this Code may result in appropriate remedial action, up to and including termination of the business relationship, subject to applicable agreements and at CIRCOR's discretion.

2. COMPLIANCE WITH LAWS

Suppliers shall conduct their business for CIRCOR in compliance with applicable laws and regulations relevant to the goods or services they provide.

At a minimum, Suppliers are expected to:

- Comply with the laws and regulations of the countries in which they operate;
- Comply with applicable international trade, anti-corruption, labor, environmental, and data protection laws relevant to their work for CIRCOR; and
- Avoid actions that could cause CIRCOR to violate applicable legal or regulatory requirements.

Suppliers are responsible for understanding which legal requirements apply to their activities for CIRCOR. Where a Supplier's work involves regulated products, controlled technology, government contracts, or access to CIRCOR data or systems, additional legal and contractual obligations may apply. Such requirements will be communicated through applicable contracts, purchase orders, or contract exhibits.

Suppliers shall promptly notify CIRCOR if they become aware of any legal or regulatory issue that could affect their ability to perform work for CIRCOR in compliance with this Code.

3. ANTI-CORRUPTION AND BUSINESS INTEGRITY

CIRCOR is committed to conducting business ethically and in compliance with applicable anti-corruption and fair-competition laws. Suppliers are expected to uphold the highest standards of integrity in all business dealings related to CIRCOR.

Suppliers shall:

- Comply with all applicable anti-corruption laws, including laws that prohibit bribery, kickbacks, or other improper payments to obtain or retain business or gain an improper advantage.
- Not offer, promise, give, request, or accept anything of value, directly or indirectly, to improperly influence the actions of any government official, CIRCOR employee, or other business partner.
- Conduct business fairly and honestly, including compliance with applicable competition and antitrust laws.

- Maintain accurate and complete books and records for transactions related to CIRCOR business.
- Disclose any actual or potential conflicts of interest involving CIRCOR personnel.

Suppliers shall not use intermediaries, agents, or third parties to engage in conduct that the Supplier would be prohibited from engaging in directly.

Suppliers shall promptly notify CIRCOR of any suspected or actual violation of anti-corruption or business integrity requirements related to CIRCOR business.

4. EXPORT CONTROLS AND SANCTIONS COMPLIANCE

CIRCOR is committed to complying with applicable export control and economic sanctions laws. Suppliers are expected to conduct their activities for CIRCOR in a manner that supports this commitment.

Suppliers shall:

- Comply with applicable export control and sanctions laws and regulations relevant to the goods, services, software, or technology they provide to CIRCOR.
- Not cause CIRCOR to violate export control or sanctions requirements, including by shipping to unauthorized destinations, transferring controlled items or technology without required authorization, or engaging restricted or sanctioned parties.
- Follow any export or sanctions-related instructions provided by CIRCOR through contracts, purchase orders, or written communications.

Where a Supplier's work involves export-controlled items, technical data, or government-related programs, additional requirements may apply, including licensing, screening, record-keeping, or reporting obligations. Such requirements will be communicated through applicable contracts, purchase orders, or contract exhibits.

Suppliers shall promptly notify CIRCOR if they become aware of any issue that could affect compliance with export control or sanctions obligations related to CIRCOR business.

5. HUMAN RIGHTS AND LABOR STANDARDS

CIRCOR is committed to respecting internationally recognized human rights and expects Suppliers to treat workers with dignity and respect.

Suppliers shall:

- Comply with all applicable labor and employment laws in the countries where they operate.
- Not use forced, bonded, indentured, prison, or involuntary labor, and not engage in human trafficking or modern slavery in any form.
- Employ only workers who meet the minimum legal working age requirements, and not employ anyone under the age of 16, or a higher minimum age where required by applicable law.
- Provide wages, benefits, and working hours in compliance with applicable laws and regulations, including requirements related to overtime.
- Provide a work environment free from harassment, abuse, or unlawful discrimination.
- Respect workers' rights to freedom of association and collective bargaining, where permitted by applicable law.

Suppliers are expected to maintain practices appropriate to their size, industry, and risk profile to support compliance with these standards. Where required by applicable law or contract, Suppliers shall cooperate with reasonable requests for information related to human rights and labor practices.

6. ENVIRONMENT, HEALTH & SAFETY

CIRCOR is committed to protecting the health and safety of workers and minimizing environmental impact. Suppliers are expected to conduct their operations in a safe, responsible, and environmentally sound manner.

Suppliers shall:

- Comply with all applicable environmental, health, and safety laws and regulations in the countries where they operate.
- Maintain safe working conditions, including appropriate controls to prevent workplace injuries and occupational illness.

- Identify, manage, and reduce environmental risks associated with their operations, including the handling of hazardous materials, waste, emissions, and discharges.
- Implement practices appropriate to their size, industry, and risk profile to prevent accidents, environmental incidents, and unsafe conditions.

Where required by applicable law or contract, Suppliers shall provide information reasonably requested by CIRCOR to support environmental, health, or safety compliance related to the goods or services provided.

7. PRODUCT QUALITY AND SUPPLY CHAIN INTEGRITY

Suppliers are expected to provide products and services that meet applicable quality, safety, and performance requirements and to conduct their supply chain activities with integrity and transparency.

Suppliers shall:

- Deliver products and services that conform to applicable specifications, drawings, standards, and contractual requirements.
- Maintain quality management practices appropriate to the nature of the products or services provided and the risks associated with them.
- Take reasonable steps to prevent the introduction of counterfeit, fraudulent, or substandard parts or materials into CIRCOR's supply chain.
- Maintain appropriate records to support traceability, safety, or regulatory requirements, where applicable to the products or services provided.
- Promptly notify CIRCOR of any actual or suspected nonconformance, quality issue, or change that could affect product safety, form, fit, function, or regulatory compliance.

Where required by applicable law or contract, Suppliers shall maintain business continuity practices appropriate to their operations and cooperate with reasonable requests related to supply chain integrity or risk management.

8. INFORMATION SECURITY AND PRIVACY

Suppliers shall protect CIRCOR data and information entrusted to them and use such information only for authorized business purposes.

Suppliers shall:

- Implement reasonable administrative, technical, and physical safeguards, appropriate to the nature of the data and the services provided, to protect CIRCOR data from unauthorized access, use, disclosure, or loss.
- Protect CIRCOR confidential information, personal data, and intellectual property in accordance with applicable laws and contractual requirements.
- Promptly notify CIRCOR if they become aware of any actual or suspected security incident involving CIRCOR data, in accordance with applicable contracts or legal obligations.
- Use CIRCOR data only for purposes authorized by CIRCOR and not disclose such data to third parties except as permitted by contract.

Suppliers shall not use CIRCOR data, confidential information, or proprietary materials to train artificial intelligence or machine-learning models, or for analytics, data aggregation, or other secondary purposes, unless expressly authorized in writing by CIRCOR.

Where a Supplier's work involves regulated data, including Federal Contract Information (FCI), Controlled Unclassified Information (CUI), or other sensitive government or customer data, additional information security and cybersecurity requirements may apply. Such requirements will be set forth in applicable contracts, purchase orders, or contract exhibits.

9. GOVERNMENT CONTRACTS AND SUPPLY CHAIN RISK

Certain CIRCOR businesses support government or public-sector customers and may be subject to additional legal, regulatory, and customer-specific requirements.

Where a Supplier provides goods or services in support of government or public-sector contracts, the Supplier shall:

- Comply with all applicable government contract requirements communicated by CIRCOR through contracts, purchase orders, or written instructions.
- Provide information reasonably requested by CIRCOR to support assessments of supply chain risk, including information related to sourcing, ownership, subcontracting, or cybersecurity posture, where relevant to the work performed.

- Promptly notify CIRCOR of any circumstance that could affect the Supplier’s eligibility to perform government-related work, including suspension, debarment, or government investigation related to CIRCOR business.

Additional requirements related to cybersecurity, export controls, sanctions, data protection, or product provenance may apply to government-related work and will be set forth in applicable contracts or contract exhibits.

10. SUB-TIER SUPPLIER MANAGEMENT

Suppliers are responsible for ensuring that subcontractors or sub-tier suppliers engaged to perform work for CIRCOR support compliance with this Code, as applicable to the goods or services provided.

Suppliers shall:

- Impose requirements substantially similar to this Code on sub-tier suppliers that perform work for CIRCOR or have access to CIRCOR data, facilities, or systems, to the extent relevant to the services provided.
- Take reasonable steps to ensure that sub-tier suppliers comply with applicable legal, contractual, and ethical obligations related to CIRCOR business.
- Obtain CIRCOR approval where required by contract before subcontracting critical work or granting sub-tier suppliers access to CIRCOR data, systems, or facilities.

Where applicable, Suppliers are expected to maintain practices appropriate to their size, industry, and risk profile to support supply chain security and integrity.

11. COMPLIANCE PROGRAM AND TRAINING

Suppliers are expected to support compliance with this Code through practices appropriate to the nature of their business and the services provided to CIRCOR.

Suppliers shall:

- Maintain policies, procedures, or practices reasonably designed to promote compliance with applicable laws and ethical standards relevant to their work for CIRCOR.

- Provide appropriate training to personnel whose roles involve higher compliance risk, such as government interactions, handling export-controlled items or technology, worker recruitment, or access to CIRCOR data.
- Maintain reasonable processes for employees or workers to raise concerns related to legal or ethical issues without fear of retaliation.

Suppliers are expected to cooperate with CIRCOR in good faith to address identified compliance issues related to CIRCOR business, including implementing reasonable corrective actions where appropriate.

12. MONITORING, AUDITS, AND CONSEQUENCES

CIRCOR may take reasonable steps to assess Supplier compliance with this Code as part of its supplier risk management and oversight processes.

Where permitted by applicable law or contract, Suppliers are expected to:

- Cooperate in good faith with reasonable requests for information related to compliance with this Code in connection with CIRCOR business.
- Work with CIRCOR to address identified compliance issues, including implementing reasonable corrective actions where appropriate.

If CIRCOR becomes aware of a material violation of this Code, CIRCOR may take appropriate action, which may include requesting corrective action, suspending performance, terminating the business relationship, or other remedies in accordance with applicable contracts and at CIRCOR's discretion.

Suppliers shall promptly notify CIRCOR of any government investigation, enforcement action, suspension, debarment, or legal proceeding that could materially affect the Supplier's ability to perform work for CIRCOR.