



PRECISION MACHINING, INC.
Quality Without Compromise

REVISION: A

EFFECTIVE: 11/19/2020

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CODE OF CONDUCT

J&E Precision Machining, Inc. is committed to the highest standards of ethics and business conduct.

J&E Precision Machining, Inc. Management and employees must comply with the law, honor their commitments, act in good faith, uphold J&E Precision Machining, Inc. values, communicate openly and effectively, and hold themselves accountable.

Our suppliers are critical to our success and our ability to provide superior products in a responsible manner. As a vital part of our team, we have the same expectations of our Suppliers for ethics and compliance as we have for our Management Team and employees.

This Supplier Code of Conduct (the "Code") sets forth our expectations for each of our Product and Service Suppliers. J&E Precision Machining, Inc. understands and expects that our Product and Service Suppliers will have their own internal codes of ethics and conduct. This Code is not intended to be an exhaustive list of all ethical and business conduct requirements to be followed by suppliers.

You are responsible for ensuring that your staff and employees understand and comply with the expectations set forth in this Code.

General Disclaimer: The expectations set forth in this Code are not intended to conflict with or modify the terms and conditions of the Purchase Order with J&E Precision Machining, Inc. If a Purchase Order requirement is more restrictive than this Code, you must comply with the more restrictive Purchase Order requirement.

Commensurate with the size and nature of your business, you must have management systems, tools and processes in place that: ensure compliance with applicable laws, regulations and the requirements set forth in this Code; promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in this Code; facilitate the timely discovery, investigation, disclosure and implementation of corrective actions for violations of law, regulations or the expectations set forth in this Code; and provide training to your employees on compliance requirements, including the expectations set forth in this Code.

Supplier Code of Conduct

You shall develop and implement your own code of conduct and management systems to support compliance with laws, regulations, and expectations contained in this Code. You shall flow down the principles of your code of conduct to entities that provide goods or services to you in support of J&E Precision Machining, Inc.

At a minimum, you must maintain full compliance with all federal, state, and local laws and regulations applicable to the operation of your business and your relationship with J&E Precision Machining, Inc.



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We expect you to provide your employees and your business partners with access to adequate reporting channels to raise legal or ethical issues or concerns, including, without limitation, reports of a violation of this Code by you or your business partners, without fear of retaliation, including opportunities for anonymous reporting.

In the event that you become aware of misconduct related to J&E Precision Machining, Inc. business undertaken by any J&E Precision Machining, Inc. employee, any of your employees, or any employees of your business partners, we expect you to promptly notify J&E Precision Machining, Inc. You may contact J&E Precision Machining, Inc.'s Compliance department at al@jandeprecision.com). You must promptly investigate reports of legal or ethical issues or concerns.

You must not take any adverse action against anyone who reports conduct that he or she reasonably believes to be illegal or otherwise in violation of this Code. It will be a violation of this Code for any employee to be discharged, demoted, suspended, threatened, harassed, or in any way subject to adverse treatment in connection with their employment because he or she reported conduct that he or she reasonably believed to be illegal or in violation of this Code.

Your products and services must be designed, produced, and delivered with the paramount consideration being the safety and health of your employees and customers. You must have established quality assurance processes to detect, communicate to J&E Precision Machining, Inc., and correct defects to ensure delivery of products and services that meet or exceed contractual quality, legal and regulatory requirements. All required inspection and testing operations must be completed properly by appropriately authorized and qualified individuals, and any required certifications must be completed accurately.

You shall ensure the existence of methods and processes to: minimize the risk of introduction of counterfeit parts into final products; detect counterfeit parts and materials; provide notification to recipients of counterfeit products; and remove any counterfeit parts from the final products.

You must comply with all applicable environmental, health and safety laws, regulations and directives. You must conduct your operations in a manner that: actively manages risk; conserves natural resources; prevents pollution; safeguards the environment; and minimizes waste, emissions, and energy consumption. You must also assure safe and healthy work environments for your Staff and employees.

You must compete strictly on the basis of the merits of your products and services.

You must not pay a bribe in any amount, to anyone, anywhere, for any reason whatsoever, whether on J&E Precision Machining, Inc.'s behalf, your behalf, or on behalf of others. You must never offer, promise, authorize, or provide, directly or indirectly, anything of value with the intent or effect of inducing anyone (including a J&E Precision Machining, Inc. customer, J&E Precision Machining, Inc. employee, or higher tier or sub-tier supplier) to forego their duties and providing an unfair business



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advantage to J&E Precision Machining, Inc., you, or others. This includes facilitating payments to expedite or secure performance.

You must not engage in any anti-competitive conduct for any reason whatsoever, whether on J&E Precision Machining, Inc.'s behalf, your behalf, or on behalf of others. You must never rig bids, fix prices, allocate customers or markets, or exchange J&E Precision Machining, Inc.'s or your competitively sensitive information (e.g., price, cost, or output data) with J&E Precision Machining, Inc.'s competitors or your competitors. You must also refrain from abusing your market power, whether for your benefit or for the benefit of others, by refusing to deal, engaging in predatory or discriminatory pricing practices, conditioning the sale or provision of a particular product or service with that of another product or service, or undertaking similar abusive tactics.

You must not engage in other deceptive or unfair market practices, whether on J&E Precision Machining, Inc.'s behalf, your behalf, or on behalf of others. You must never make misrepresentations regarding J&E Precision Machining, Inc.'s products or services, your products or services, or the products or services of others. Similarly, you must never denigrate J&E Precision Machining, Inc.'s competitors or your competitors, or their products or services.

You must avoid all conflicts of interest or situations giving the appearance of a conflict of interest in your dealings with J&E Precision Machining, Inc. You must report to J&E Precision Machining, Inc. any instances involving actual or apparent conflicts of interest between your interests and those of J&E Precision Machining, Inc., such as when one of your employees has a personal relationship with a J&E Precision Machining, Inc. employee who can make decisions impacting your business, or when a J&E Precision Machining, Inc. employee has an ownership or financial interest in your business.

You must conduct business in strict compliance with all applicable laws and regulations governing the: export, re-export and retransfer of goods, technical data, software and services; the import of goods; economic sanctions and embargoes; and U.S. antiboycott requirements.

You must take special care to comply with the unique and special rules that apply to contracting with the U.S. Government. If you support a J&E Precision Machining, Inc. contract with the U.S. Government, you must at all times: follow the U.S. Government's rules for competing fairly; honor restrictions applying to U.S. Government employees (e.g., receipt of gifts and employment); deliver products and services that conform to specifications, laws and regulations; adhere to government accounting and pricing requirements; claim only allowable costs; ensure the accuracy of data submitted; and comply with all other applicable U.S. Government requirements.



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U.S. Federal Acquisition Regulations, similar regulations, and reporting requirements applicable internationally require government contractors to disclose to the Inspector General of the Department of Defense (or to the Inspector General of the relevant government agency holding the contract), and to the contracting officer, certain suspected violations of law. Therefore, it is important that employees and suppliers promptly report suspected violations of the Code, law, or regulations to the J&E Precision Machining, Inc. Compliance department or to the Office of General Counsel.

You must respect the legitimate proprietary rights and intellectual property rights of J&E Precision Machining, Inc. and others. You must take proper care to protect sensitive information, including confidential, proprietary and personal information. You should not use such information for any purpose other than the business purpose for which it was provided, unless J&E Precision Machining, Inc. provided prior authorization.

You must safeguard and protect all information we provide to you and information that you generate or develop in support of our programs from unauthorized access, destruction, use, modification or disclosure. You must have risk-based Cybersecurity programs designed to mitigate threats to your information systems, products, services, and supply chain, and to comply with all applicable contractual and legal requirements.

You must maintain books and records that accurately and completely reflect all transactions related to J&E Precision Machining, Inc. business and each of your submissions to J&E Precision Machining, Inc., its customers, and regulatory authorities must be accurate and complete. You must never make any entry in your books and records or alter, conceal, or destroy any document to misrepresent any fact, circumstance, or transaction related to J&E Precision Machining, Inc. business.

You must provide your existing and prospective employees and business partners with equal opportunity without regard to race, color, religion, sex, sex stereotyping, pregnancy (which includes pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, national origin, age, mental or physical disability, ancestry, medical condition, marital status, military or veteran status, citizenship status, sexual orientation, genetic information, or any other protected status of an individual or that individual's associates or relatives.

You must develop and implement policies and procedures to ensure that employees may perform their work in an environment free from physical, psychological or verbal harassment or intimidation, or any other form of abusive conduct.



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You must ensure that child labor is not used in the performance of your work, whether or not related to J&E Precision Machining, Inc. business. The term "child" refers to any person under the minimum legal age for employment where the work is performed.

You must comply with laws and regulations prohibiting human trafficking. You must not engage in the use of forced labor, bonded labor, indentured labor, involuntary prison labor, slavery or trafficking in persons.

You shall pay all workers at least the minimum wage required by the applicable laws and regulations and, at a minimum, provide all legally-mandated benefits. You shall compensate all hourly workers for overtime at the rate required by applicable laws and regulations.

You shall have policies and procedures in place to ensure that your employees do not conduct work while under the influence of alcohol, illegal drugs, or misused medications, whether prescription or non-prescription. You shall implement and enforce policies and procedures that prohibit employees from using, possessing, or selling illegal drugs, alcohol, or misusing medications while performing job functions.

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If your Purchase Order with J&E Precision Machining, Inc. prohibits you from assigning, delegating, or subcontracting your obligations, we expect you to strictly comply with this prohibition.

If your Purchase Order with J&E Precision Machining, Inc. permits you to assign, delegate, or subcontract your obligations or procure products or services from others that will be incorporated in products or services acquired by J&E Precision Machining, Inc. from you, we expect you to carefully select your business partners, and perform due diligence, audit, and oversight to prevent and detect misconduct. You must flow down the principles set forth in this Code to these business partners and we will hold you responsible for ensuring compliance by your business partners.

You will permit J&E Precision Machining, Inc. and/or its representatives to assess your compliance with the expectations set forth in this Code in performing work for J&E Precision Machining, Inc., including on-site inspection of facilities and review of associated books, records and other documentation. Upon request, you must provide J&E Precision Machining, Inc. with additional information and certifications evidencing compliance.

You must ensure that J&E Precision Machining, Inc. has the right to assess your business partners' compliance with the expectations set forth in this Code in performing work for J&E Precision Machining, Inc., including on-site inspection of facilities and review of associated books, records and other



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documentation. You must ensure that your business partners will provide J&E Precision Machining, Inc. upon request with additional information and certifications evidencing compliance.

In the event of any wrongdoing, you will fully cooperate with any related investigation conducted by J&E Precision Machining, Inc.. You will ensure that your business partners also fully cooperate if such investigation involves their performance.

You (and your business partners) must correct any non-conformances identified during assessments. J&E Precision Machining, Inc. does not assume any duty to monitor or ensure compliance with this Code, and you acknowledge and agree that you are solely responsible for full compliance with this Code by your Staff, employees, representatives, and business partners.

For questions or concerns about this Code, including its application to specific circumstances in connection with your organization's performance of work for J&E Precision Machining, Inc., or suspected failures by your organization to satisfy these expectations in performing work for J&E Precision Machining, Inc., please contact J&E Precision Machining, Inc.'s Compliance department at al@jandeprecision.com