



Supplier Code of Ethics

Avers Machine / Gears3 Inc. and its respective affiliates operate business in a responsible manner. At Avers/Gears3, the way we conduct business is as important as the products and services we provide. Accordingly, Avers/Gears3 will only do business with suppliers, contractors, and consultants (collectively herein referenced as “Suppliers”) that comply with applicable and controlling laws, rules, and regulations (collectively herein referenced as “applicable laws”) and at a minimum, with standards of business conduct consistent with those set forth in this Supplier Code of Ethics (“Code”). It is Avers/Gears3 expectation that suppliers, their employees, sub-suppliers and any other parties involved with the execution of Avers/Gears3 work, similarly comply with the applicable laws and the standards set forth in this Code.

Avers/Gears3 expects the following, without limitation, including respecting the human rights of employees from all its suppliers:

HUMAN RIGHTS AND LABOR STANDARDS

Forced Labor, Human Trafficking and Slavery

Supplier shall not use any form of forced labor including prison, indentured, bonded, military, slave or any other forms of forced labor. Supplier shall not participate in the recruitment, transportation, transfer, harboring or receipt of any persons by means of threat, use of force, or any other forms of coercion, abduction, fraud, deception, abuse of power or position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation. Suppliers shall not retain an employees’ government-issued identification, passports or work permits as a condition of employment and shall allow employees to resign from their positions at any time.

Child Labor

Supplier shall ensure that no underage labor has been used in the production or distribution of their goods or services. Employees must not be younger than the minimum employment age established by the respective country or local jurisdiction. In the event no minimum employment age is established, employees must not be younger than the age of compulsory education; or if no minimum age for compulsory education is established, employees should not be younger than age 14.

Working Hours

Supplier’s employee working hours must be in compliance with all applicable laws and regulations. Suppliers should encourage employees to receive at least one day off every seven days in compliance with all applicable laws.

Wages and Benefits

Suppliers must have a system in place to verify and accurately record payroll, deductions and the hours worked by legally authorized employees. Suppliers must comply with all applicable wage and compensation requirements as defined under applicable labor laws for regular work, overtime, maximum hours, piece rates, and other elements of compensation and employee benefits.

Freedom of Association and Collective Bargaining

Supplier must adhere to applicable laws regarding the right to affiliate with lawful organizations without interference.

Nondiscrimination

Employment by Supplier shall be based solely on person’s ability and not personal characteristics. Supplier shall maintain a workplace free of unlawful discrimination, which includes, but is not limited to, race, gender, sexual orientation, age, pregnancy, caste, disability, union membership, ethnicity, religious belief or any other factors protected by applicable law. Employees shall not be subject to verbal, physical, sexual or psychological abuse or any other form of mental or physical coercion and shall be treated with respect and dignity.

HEALTH AND SAFETY

Working Environment

Suppliers shall provide safe and healthy working and housing environments (if Supplier provides housing) to prevent accidents and injury to health. Suppliers shall minimize employee exposure to potential safety hazards by identifying, assessing and minimizing risks by developing and implementing plans and procedures.

ENVIRONMENT

Environmental Impact

Suppliers shall be sensitive to its impact on the environment (including but not limited to air emissions, water discharge, toxic substances and hazardous waste disposal) and local communities. Supplier shall comply with the environmental laws and standards within its facilities. Suppliers must use care in handling hazardous materials or operating processes or equipment that use hazardous materials to prevent unplanned releases into the workplace or the environment.

BRIBERY AND CORRUPTION

Anti-Bribery and Anti-Corruption

Suppliers shall not engage in any form of corrupt practices including without limitation to, extortion, fraud, impersonation, false declarations, bribery, money laundering, supporting or involved with terrorist or organized crime organizations or activities. Suppliers shall not offer bribes, kickbacks, illegal political contributions or other improper payments to Avers/Gears3 representative, any agency, any customer, government official or third party, with the intention of obtaining or retaining a business or other improper advantage. Suppliers must have a written anticorruption/anti-bribery policy that includes an annual review with its employees of such policy.

No matter where we operate around the world, we are steadfast in our dedication to service and integrity. Strong Supplier partnerships are a cornerstone of Avers/Gears3 business and a vital link in setting and achieving expectations for ethical sourcing and corporate social responsibility. At Avers/Gears3, the way we conduct business is as important as the products and services we provide. In the event Avers/Gears3 determines that a Supplier's efforts to comply with this Code have been deficient and the Supplier fails to cooperate in developing and implementing reasonable remedial steps, Avers/Gears3 reserves the right to take appropriate actions up to, and including, discontinuing purchases from the Supplier. Nothing in this Code is intended to, in any way, grant any additional rights or expectations to a Avers/Gears3 Supplier or, in any way, modify or otherwise limit any of Avers/Gears3 contractual or legal rights.