



# Supplier Code of Conduct

Amended and Restated July 24, 2020

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*Sensata Technologies Holding plc, its subsidiaries, and affiliates (Sensata) recognizes the shared values it has with its customers, stockholders, employees, suppliers and the parties with whom it does business. We are committed to the highest standards of integrity and ethical behaviors. We require third parties we do business with to achieve similarly high standards. This Supplier Code of Conduct (Code) sets out the general requirements applicable to any Supplier who provides goods or services to Sensata.*

*The principles outlined in [Sensata's Code of Business Conduct and Ethics and other Policies](#) reflect the fundamental values of fairness and integrity articulated in international, national and local conventions, namely the International Bill of Human Rights and the United Nations Guiding Principles on Business and Human Rights (2011).*

*When national law directly conflicts with international human rights standards or does not fully comply with them, Sensata requires its Suppliers to respect internationally recognized human rights, such as those embodied in the conventions mentioned above.*

*Consistent with these commitments, Sensata requires its Suppliers to acknowledge and adhere to this Code. Policies and procedures related to these standards are presented on [Sensata's Corporate Website](#), [Supplier Portal](#), and in Sensata's [Global Supplier Quality Manual\(GSQM\) \(QMS-1004255\)](#).*

*The provisions of this Code are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Sensata or any of its affiliates. We expect Suppliers to hold their supply chain, including subcontractors and third party labor agencies, to the same standards contained in this Code. This Code does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party.*

*Sensata's Suppliers are advised that they may be subject to survey and audit by third parties on behalf of Sensata to verify compliance with the following provisions. Non-compliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Sensata for default.*

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## 1. Compliance with Laws

Suppliers' business activities must obey the laws and regulations of the jurisdictions in which they operate, transport and distribute their products. Additionally, Suppliers that provide materials to Sensata that are either used in the manufacturing of, or are contained in, products sold to the United States government or its Suppliers, must meet the applicable requirements established under the [Federal Acquisition Regulations \(FAR\)](#) and/ or the [Defense Federal Acquisition Regulation Supplement \(DFARS\)](#). This Code applies to activities in the locations where Suppliers' goods are produced, where any related services are performed, and where the goods or services enter the supply chain.

Suppliers, their employees and any subcontractors will not violate any law, or direct others to violate any law, on behalf of Sensata. In addition, Suppliers' use of temporary, dispatch and outsourced labor will be within the limits of the local law (see [Sensata's Code of Business Conduct and Ethics](#)).

## 2. Human Rights & Labor

**No Forced Labor.** No form of forced labor, including debt bondage, indentured labor or involuntary prison, or any involvement in human trafficking shall be tolerated. The foregoing includes transporting, harboring, recruiting, transferring or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company-provided facilities. Suppliers must comply with the provisions of the California Transparency in Supply Chains Act of 2010 and the UK Modern Slavery Act of 2015, and where applicable, to the regulations established under FAR 52.222-50, all of which are addressed in Sensata's Policy titled "Compliance with Existing Law and Federal Acquisition Regulations (FAR) Regarding the Combatting of Human Trafficking". **Sensata's Suppliers are advised that they will be subject to survey and audit by third parties on behalf of Sensata to demonstrate compliance with this provision.**

**Child Labor.** Suppliers will not employ children below the minimum age for employment according to applicable regional law, and in any case, will not employ anyone under the age of 15. Suppliers shall ensure that persons under the age of 18 do not perform any offshore duties or undertake any hazardous work that could jeopardize their health or safety, including night shifts and overtime. "Child labor" means any work by a child or young person, unless it is considered acceptable under the ILO Minimum Age Convention 1973 (C138). Suppliers shall ensure proper management of student workers through effective maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable law and regulations. Suppliers shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks. (see [ILO Convention No. 138 on the minimum age for admission to employment and work](#) and [ILO Convention No. 182 on the worst forms of child labor, 1999](#); [Global Automotive Sustainability Practical Guidance](#); and [RBA Code of Conduct](#)).

**Hiring Process.** As part of the hiring process, workers must be provided with a description of the terms of their employment in the language in which the candidate is fluent. In the case of migrant workers, this must be provided prior to the worker departing from his or her country of origin.

**Voluntary Work.** All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment. Employers and agents may not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, such as government-issued identification, passports or work permits, unless such holdings are required by law. Workers shall not be required to pay employers' or agents' recruitment fees or other related fees



for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker (see [Sensata's Anti-Human Trafficking Policy](#); [ILO Forced Labour Convention, 1930 \(No. 29\)](#), [ILO Abolition of Forced Labour Convention, 1957 \(No. 105\)](#) and [ILO Forced Labour Recommendation, 2014 \(No. 203\)](#); [Global Automotive Sustainability Practical Guidance](#); and [RBA Code of Conduct](#)).

**Working Hours.** Working hours, breaks, holidays and leave periods will be established in compliance with local laws and agreements, and in any case, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days.

**Compensation and Benefits.** Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law. Imported and migrant workers are to be provided equal wages, benefits and working conditions (see [ILO Hours of Work \(Industry\) Convention, 1919 \(No. 1\)](#); [Global Automotive Sustainability Practical Guidance](#); and [RBA Code of Conduct](#)).

**Non-Discrimination.** Suppliers will ensure equal employment opportunity without discrimination or harassment on the basis of sex, race, age, color, disability, ethnic or national origin, sexual orientation, religion, social or marital status, or other status protected by applicable law.

**Humane Treatment.** There shall be no harsh or inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or abuse of workers; nor is there to be the threat of any such treatment (see [Sensata's Code of Business Conduct and Ethics](#)).

**Freedom of Association & Collective Bargaining.** In accordance with local law, Suppliers shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively and to engage in peaceful assembly, as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

### **3. Workplace Health and Safety**

Suppliers will commit to providing a drug-free, safe and healthy workplace in accordance with applicable laws and regulations. Suppliers shall ensure that all workers receive communication and training on emergency planning and safe work practices. In addition, Suppliers shall have systems to prevent, detect and respond to potential risks to the safety, health and security of all employees (see [Sensata's Environmental, Safety and Health Policy and Code of Business Conduct and Ethics](#)).

### **4. Responsibility for the Environment**

We encourage our Suppliers to support a proactive approach to environmental responsibility by protecting the environment, conserving natural resources and reducing the environmental footprint of their production, products and services throughout their life-cycle. Suppliers shall adhere to all applicable environmental laws and regulations of the countries in which their products are sourced, manufactured, shipped or sold. Suppliers will adhere to applicable provisions of the International Plan Protection Convention (IPPC), and specifically, the International Standards for Phytosanitary Measure No. 15 (ISPM 15), and to endeavor to address guidelines for environmentally responsible packaging that may be established by Sensata and its



Customers. Suppliers' environmental management systems will be aligned with and certified under the ISO 14001 Standard unless there is a written exception between Sensata and the Supplier.

## **5. Conflicts of Interest**

Suppliers will not take part in or seek to influence any decision in circumstances that could give rise to an actual or perceived conflict of interest. Such circumstances may be a business interest or a personal interest in the subject matter – economical or otherwise – directly or through someone closely related. If a Supplier becomes aware of a potential conflict of interest, it will notify Sensata immediately ([see Sensata's Code of Business Conduct and Ethics](#)).

## **6. Bribery, Kickback and Fraud**

Suppliers must comply with all applicable local and international anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. No funds or assets will be paid, loaned or otherwise given as bribes, kickbacks or other payments designed to influence or compromise the conduct of the recipient by a Supplier to Sensata; and no employee of a Supplier shall accept any funds or other assets for assisting in obtaining business or for securing special concessions from the Sensata. Suppliers shall not engage third parties to do anything that the Suppliers are prohibited from doing directly as set forth in this Section 6. If a Supplier becomes aware of a risk of bribery, kick-back or fraud, it will notify Sensata immediately ([see Sensata's Code of Business Conduct and Ethics](#)).

## **7. Material Content Reporting**

Suppliers will provide Sensata with documentation required to (i) ensure that Supplier material content meets customer, government, statutory and regulatory material content regulations (i.e. WEEE<sup>i</sup>, RoHS<sup>ii</sup>, ELV<sup>iii</sup> & REACH<sup>iv</sup>) and (ii) evaluate the effect of the material on Sensata products. At a minimum, Suppliers will provide Material Content Declarations as required under REACH and RoHS on an annual basis and /or upon request for any and all parts that are purchased by Sensata, and if requested, the Supplier will provide objective evidence of compliance with REACH and RoHS, which may include testing results. Suppliers in the automotive sector shall enter all component Material and Substance Data using the International Material Data System (IMDS). Supplier shall ensure that there is a trained and competent representative available for submitting entries into the IMDS system, as well as resolving any issues that may arise during the submission process ([see Sensata's GSQM](#)).

## **8. Responsible Sourcing**

Suppliers shall have a policy that prohibits the sourcing of services and materials from locations and entities that directly or indirectly finance or benefit perpetrators of serious human rights abuses, contribute to armed conflict or human rights abuses in Conflict Affected and High-Risk Areas (CAHRA's), or are sanctioned by the United States Government.

Suppliers of minerals or components that contain minerals shall exercise due diligence in identifying the source and chain of custody of these minerals and report their due diligence measures to Sensata upon request. In addition, Suppliers will obtain reasonable assurance that the Tantalum, Tin, Tungsten and Gold (3TG) in the products sold to Sensata do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo (DRC) or an adjoining country, are declared to be "DRC Conflict Free" as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act), are conformant with the requirements set forth in the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from CAHRA's (Third Edition), and are not sourced from an entity sanctioned by the US Government. Documentation of such assurance will consist, at a minimum, of the submittal of a



current Conflict Mineral Reporting Template (CMRT) to Sensata on an annual basis, using the most up to date version of the template, in accordance with the reporting schedule established by Sensata. Sensata reserves the right to require responsible sourcing and transparency with respect to other minerals in addition to Tantalum, Tin, Tungsten and Gold. Suppliers are advised that they may be subject to survey and audit by third parties on behalf of Sensata to demonstrate compliance with these provisions, and the relevant requirements of the Dodd-Frank Act, and that a failure to comply with these requirements may result in a loss of Business with Sensata (see [Sensata's Conflict Minerals Policy and GSQM](#)).

## **9. Privacy and Data Protection**

Suppliers shall maintain internal policies and procedures reasonably designed to protect data provided by Sensata or obtained by the Supplier on behalf of Sensata, its affiliates or its clients ("Sensata Data"). Suppliers shall comply with all applicable privacy, data protection and information security laws and regulatory and judicial requirements regarding the collection, storage, processing, transmission, or disclosure of Sensata Data. Suppliers shall execute appropriate data transfer agreements with Sensata in any form that Sensata or its clients are required by applicable laws to execute with service providers or to flow down to subcontractors. (see [Sensata's Privacy Policy](#))

## **10. Intellectual Property**

Suppliers shall implement and maintain security safeguards, including administrative, physical and technical safeguards designed to protect its information systems from unauthorized access, and shall promptly inform Sensata if it believes its systems have been compromised in a manner that could result in harm to Sensata. Suppliers must use Sensata's confidential information, data, trade information, copyrights, and trademarks only in a manner that is permitted under their contracts with Sensata and at a minimum protect such information with a reasonable degree of care. Suppliers shall not misappropriate or infringe upon the trade information, trademarks, or copyrighted works of others. Suppliers must not misuse trade secrets or proprietary or confidential information of others or disclose such information to unauthorized third parties. Suppliers must promptly notify Sensata of any unauthorized use of Sensata's data, trade secrets, trademarks, logos or confidential information by Supplier or a third party. (see [Sensata's Code of Business Conduct and Ethics](#))

## **11. Compliance with Export Controls and Economic Sanctions**

Suppliers will comply with applicable laws, regulations and restrictions on the export or re-export of goods, software, services and technology, as well as with applicable laws, regulations and restrictions on trade involving certain countries, regions, companies or entities and individuals. (see [Sensata's Code of Business Conduct and Ethics](#)).

## **12. Whistleblower Protection**

Suppliers should either (i) maintain a whistleblower hotline or similar process for its employees to report violations of this Code or any related integrity concerns involving work for Sensata, or (ii) allow its employees to have access to the Sensata whistleblower hotline. Suppliers shall maintain programs to ensure the confidentiality, anonymity and protection of Supplier and employee whistleblowers, unless prohibited by law. In either case, Suppliers have an affirmative obligation to promptly report to Sensata any information or allegation it receives related to a violation of this Code. All reports to Sensata may be made on Sensata's hotline: [www.sensata.ethicspoint.com](http://www.sensata.ethicspoint.com). (see [Sensata's Code of Business Conduct and Ethics](#)).



### 13. Contractor and Supplier Requirements

Beyond observing these requirements in their own operations, Suppliers shall ensure that their contractors, subcontractors, suppliers and their sub-suppliers respect the principles set forth in this Code.

**Sensata reserves the right to update, alter or change the requirements of its Supplier Code of Conduct, and Suppliers shall accept such changes and act accordingly. Nothing contained in any documents issued by Suppliers shall be deemed to modify or amend any part of this Code.**

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<sup>i</sup> DIRECTIVE 2012/19/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 4 July 2012 on waste electrical and electronic equipment (WEEE)

<sup>ii</sup> DIRECTIVE 2011/65/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 8 June 2011

on the restriction of the use of certain hazardous substances in electrical and electronic equipment

<sup>iii</sup> DIRECTIVE 2000/53/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 September 2000 on end-of life vehicles

<sup>iv</sup> REGULATION (EC) No 1907/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC