

# SUPPLIER CODE OF CONDUCT

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This Pentair Supplier Code of Conduct ("Code") formalizes the key principles under which suppliers to Pentair are required to operate when developing, manufacturing, and delivering products or services to or for Pentair plc and its global subsidiaries ("Pentair", "us" or "we").

In selecting suppliers, Pentair works hard to choose reputable business partners who are committed to ethical standards and business practices compatible with those of Pentair.

While recognizing differences in cultures and legal requirements, we expect that wherever our products - and the components, materials, technology, and know-how that comprise them - are produced, and wherever services are provided to or on our behalf, they are produced and provided in a manner compatible with the high standards that contribute to the outstanding reputation of Pentair and our brands. Suppliers are required to comply with this Code and to have and maintain practices similar to those in the Pentair Code of Business Conduct and Ethics (available at [www.pentair.com](http://www.pentair.com)).

This Code applies to all suppliers and vendors providing goods or services to Pentair or on our behalf ("Pentair Supplier" or "Suppliers"), including, but not limited to:

- All suppliers and supplier facilities involved in the production of products and components for Pentair or any of its subsidiaries
- Indirect material suppliers
- On-site service providers
- Freight providers and freight forwarders and transportation providers
- Subcontractors
- Equipment vendors/ equipment support suppliers
- IT suppliers, software vendors or service providers
- Consultants
- Temporary employment companies

Pentair strongly encourages suppliers to exceed the requirements of this Code and promote best practices and continuous improvement throughout their operations. If there is no local legal requirement, or if a local legal requirement is not as strict as the requirement included in this Code, Pentair Suppliers are required to follow the requirement in this Code. By acceptance or fulfillment (whether partial or complete) of any purchase order from Pentair, or upon otherwise entering into any contract with Pentair, Supplier acknowledges its acceptance of the Supplier Code and confirms its intention to comply with the Code's requirements.

#### **General Disclaimer**

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**Version: Oct 2021**

**TABLE OF CONTENTS**

|     |   |        |
|-----|---|--------|
| 1.  | Laws and Regulations.....   | Page 4 |
| 2.  | Child Labor.....  | Page 4 |
| 3.  | Human Trafficking and Forced Labor.....                           | Page 4 |
| 4.  | Wage and Benefits.....  | Page 4 |
| 5.  | Hours of Work.....  | Page 4 |
| 6.  | Health and Safety.....  | Page 4 |
| 7.  | Freedom of Association and Collective Bargaining.....             | Page 5 |
| 8.  | Inclusion & Diversity.....  | Page 5 |
| 9.  | Women's Rights.....   | Page 5 |
| 10. | Anti-Harassment and Non-Discrimination.....                       | Page 5 |
| 11. | Internal Issue Resolution; Anti-Retaliation.....                  | Page 5 |
| 12. | Environment Compliance and Sustainability.....                    | Page 5 |
| 13. | Product Stewardship.....  | Page 6 |
| 14. | Trade Compliance.....   | Page 6 |
| 15. | Conflict Minerals.....  | Page 7 |
| 16. | Anti-Bribery and Corruption.....                                  | Page 7 |
| 17. | Antitrust and Competition Laws.....                               | Page 7 |
| 18. | Protection of Information, Data Security and Confidentiality..... | Page 7 |
| 19. | Supply Chain Security.....  | Page 8 |
| 20. | Subcontracting.....   | Page 8 |
| 21. | Communication.....  | Page 8 |
| 22. | Monitoring and Compliance; Accurate Records.....                  | Page 8 |

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**Version: Oct 2021**

**1. LAWS and REGULATIONS** - Pentair Suppliers must operate in full compliance with all applicable local, state, and international laws and regulations, and to adhere to internationally recognized environmental, social, and corporate governance standards of the countries in which they operate. Pentair Suppliers are required to use their best efforts to implement these standards with their suppliers and subcontractors in full compliance with this Code.

**2. CHILD LABOR** - Pentair Suppliers must comply with local laws regarding the minimum age of all workers. The minimum age for workers must be the greater of: (a) 15 years of age or 14 years of age where the local law allows such an employment age consistent with International Labour Organization (“ILO”) guidelines; or (b) the age for completing mandatory (compulsorily) education; or (c) the minimum age established by law in the country of manufacture. In addition, Pentair Suppliers must comply with all legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages, working conditions, and the handling of certain materials.

**3. HUMAN TRAFFICKING and FORCED LABOR** - Pentair Suppliers must not use or allow human trafficking, forced labor, debt bonded, indentured or slave labor. Pentair is committed to preventing these practices in its operations and supply chain. Pentair Suppliers are prohibited from using harsh or inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, or the threat of corporal punishment, mental or physical coercion or verbal abuse of workers. Suppliers are expected to comply with Pentair’s [Slavery and Human Trafficking Statement](#). Pentair Suppliers must not violate basic human rights of life, liberty, and security.

**4. WAGE and BENEFITS** - Pentair is committed to upholding applicable laws and collective bargaining agreements regarding working hours, wages and benefits for individuals employed throughout the supply chain. Pentair Suppliers are expected to pay a wage that is sufficient for workers to meet their basic needs and provide some discretionary income. Wages and benefits must be paid on time and must be at least equal to the applicable legal minimum wage.

**5. HOURS of WORK** – Pentair Suppliers shall ensure that working hours reflect applicable legal norms and that overtime hours are paid at the legally mandated premium or in line with the guidance provided by the ILO (the rate of pay for overtime shall not be less than one-and-one-quarter times the regular rate) if there is no mandated premium. Pentair Suppliers shall ensure that work schedules and rest periods are consistent with applicable local legal requirements. Work hours and schedules should not be excessive or negatively impact employees’ health or safety. Temporary labor arrangements, including the excessive use of fixed-term contracts, labor-only contracting, sub-contracting, home-working or apprenticeship schemes, are not be used to avoid obligations to workers under labor or social security laws and regulations.

**6. HEALTH and SAFETY** - Pentair Suppliers must provide workers with a clean, safe, and healthy work environment in compliance with all applicable standards and facility or process specific requirements for workplace health and safety. This includes any residential facilities provided to workers. Pentair Suppliers must meet or exceed all applicable environmental, health and safety laws and regulations including those of their country of operation. Pentair Suppliers must have adequate management systems for environmental, health and safety and must provide their employees with adequate training of management systems and processes. Pentair Suppliers shall quickly identify and respond to any public health impacts of their operations or use of their products and services. In addition to requiring Supplier self-certification of health, safety and labor compliance, Pentair reserves the right to conduct on-site Supplier audits to spot-check work environments and standards.

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Version: Oct 2021

**7. FREEDOM OF ASSOCIATION and COLLECTIVE BARGAINING** – Pentair Suppliers must recognize and respect the rights of workers to bargain collectively and to exercise lawful rights of free association, including joining or not joining any association.

**8. INCLUSION and DIVERSITY** – Pentair’s commitment to inclusion and diversity is part of living our Win Right Values. An inclusive and diverse workforce and supply chain contributes different perspectives and innovative ideas and solutions that enable us to improve every day. Pentair Suppliers must treat employees with respect and dignity, encourage diversity of the workforce, promote equal opportunity and equitable treatment for all, and foster an inclusive and ethical culture. Pentair expects its Suppliers to promote diversity in their supply chains and to purchase from diverse businesses. Pentair Suppliers agree to make a reasonable effort to utilize diverse suppliers and provide evidence to Pentair upon request.

**9. WOMEN’S RIGHTS** - Pentair Suppliers must ensure that women workers receive equal treatment in all aspects of employment. Pentair Suppliers must not require pregnancy tests or make them a condition of employment. Pregnancy testing, to the extent provided, will be voluntary and at the option of the worker. In addition, workers will not be forced to use contraception.

**10. ANTI HARRASSMENT; NON-DISCRIMINATION** - Pentair Suppliers must treat all workers with respect and dignity. No worker shall be subject to corporal punishment, physical, sexual, psychological, or verbal harassment or abuse. In addition, Pentair Suppliers must not use monetary fines as a disciplinary practice with its workers. Pentair Suppliers must ensure that employment – including hiring, payment, benefits, advancement, termination and retirement – is based on ability and not on beliefs or any other personal characteristics such as color, race, caste, religion, age, maturity, nationality, social or ethnic origin, status, sexual orientation, gender, gender identity or expression, HIV, marital status, pregnancy, political affiliation, military service, union membership, disability or any other status or characteristic that is not related to the individual’s merit or the inherent requirements of the job.

**11. INTERNAL ISSUE RESOLUTION; ANTI-RETALIATION** - Pentair Suppliers are expected to maintain an adequate system to address employee grievances and resolve disputes in such a way that prevents retaliation, protects employee privacy, and allows for anonymous reporting of grievances. Members of the Supplier’s management must be trained to this process and this process must be communicated to all employees.

**12. ENVIRONMENTAL COMPLIANCE and SUSTAINABILITY** – Pentair Suppliers shall have an effective environmental management system and conduct their operations in an environmentally responsible way. Suppliers shall commit to reducing the environmental impact of its processes, products, and services. Pentair has committed to 2030 and 2050 environmental sustainability targets and we welcome collaboration with our suppliers to further the impact of our journey.

- **Regulatory Compliance-** Pentair Suppliers shall comply with all applicable regulations, including keeping current and in compliance with all required environmental permits, licenses, approvals, and registrations.
- **Pollution Prevention and Resource Reduction-** Pentair Suppliers shall avoid pollution, actively strive to reduce material consumption, and consider the use of renewable resources.
- **Chemicals and Hazardous Materials-** Pentair Suppliers shall ensure that all chemicals and hazardous materials are identified, labelled, handled, transported, stored, and disposed of in an environmentally safe way and as required by law. Suppliers are encouraged to track continuous improvement in hazardous material reduction opportunities. Without limiting the foregoing, Suppliers shipping and transporting hazardous materials must adhere to the regulations listed in the following code books:

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Version: Oct 2021

(a) 49 CFR – Code of Federal Regulations, (b) IMDG - International Maritime Dangerous Goods, and (c) IATA – International Air Transportation Association.

- **Air Emissions-** Pentair Suppliers shall ensure that air emissions (e.g., of volatile organic chemicals, aerosols, corrosives, particulates, ozone-depleting chemicals, and combustion by-products generated from operations) are to be characterized, monitored, controlled, and treated and discharged as required by law or permit. Suppliers shall have programs in place to ensure continuous improvement in their emissions of greenhouse gases.
- **Energy and Greenhouse Gas Emissions-** Pentair Suppliers shall identify and track energy use and associated Greenhouse Gas Emissions resulting from that energy use. Suppliers shall have energy efficiency and Greenhouse Gas Emission reduction strategies in place for continuous improvement.
- **Wastewater and Solid Waste-** Pentair Suppliers shall ensure that wastewater and solid waste generated from operations, industrial processes and sanitation facilities are monitored, controlled, and treated, discharged, or disposed of as required by law or permit prior to discharge or disposal.
- **Recycling and Reuse-** Pentair Suppliers shall contribute to the recycling and reuse of materials and products to the extent possible and as required by law.

**13. PRODUCT STEWARDSHIP** - Pentair Suppliers must provide products that, at a minimum, comply with all applicable regulatory requirements. Suppliers are expected to identify which product regulations apply to their portfolios and ensure adequate management systems to ensure compliance. Suppliers are expected to provide:

- Products that perform as claimed with regard to performance and safe use
- Products that match claimed material compositions
- Documentary evidence that substantiates compliance with all applicable product regulatory rules and regulations
- Evidence of their programs to reduce the environmental impact of their products
- Such other information as Pentair may from time-to-time request in order to assist Pentair with its own regulatory obligations

In procuring raw materials, Suppliers must verify that all materials used in the manufacture of Pentair products are in compliance with all applicable environmental laws, regulations, and legal requirements. To ensure safe handling, movement, storage, recycling, reuse, and disposal, Suppliers are expected to identify and manage substances that pose a hazard if released to the environment and comply with applicable labeling laws and regulations for recycling and disposal.

**14. TRADE COMPLIANCE** – Pentair Suppliers must comply fully with all trade laws and customs regulations applicable in the countries where they do business and, except where prohibited by applicable law, with United States laws and regulations. These may include matters such as: country of origin labeling, embargoes, sanctions, export controls, and restrictions on doing business with “specially designated nationals” and “blocked persons”. Suppliers are expected to provide accurate country of origin, harmonized tariff codes and any military or export control classification for all goods supplied. Without limiting the foregoing, Supplier will not supply or transfer any products, technical information or services to Pentair from Iran, North Korea, Syria, Cuba, North Sudan, disputed Crimea Region of Ukraine including any entities or persons in those countries / regions, directly or indirectly.

Pentair Suppliers must never seek to mislead or improperly or illegally avoid the payment of import duties, taxes, and fees, and never engage in activities meant to evade the legal requirements of international traffic and trade. Pentair Suppliers must know with whom they are dealing and must not engage in or facilitate business with entities or any other individuals that are subject to trade embargoes, economic sanctions, or other restrictive trade measures imposed by local law or, except where prohibited by applicable law, the United States, United Kingdom, or European Union. The U.S. government maintains and updates lists of such “specially designated nationals” and “blocked persons” with whom business dealings may be prohibited or restricted under U.S. law.

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**Version: Oct 2021**

See: <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

Pentair Supplier's documents must provide the information required for importation in the destination country. Documents must not contain statements, declarations, or other affirmations contrary to US Anti-boycott regulations.

**15. CONFLICT MINERALS** – Pentair will not source products that use raw materials that directly or indirectly contribute to armed conflict or human rights abuses in any of its products. Pentair Suppliers must implement a risk assessment of all conflict minerals sources and develop an appropriate risk mitigation strategy for those suppliers identified as “high-risk”. Pentair Suppliers must trace sourcing and verify supply chains so to ensure that they supply Pentair with metals and materials from “conflict-free mines”. Upon demand from Pentair, Pentair Suppliers must provide information or certification sufficient in Pentair’s discretion to evidence traceability and that the metals and other materials provided are from conflict-free sources. Without limiting the foregoing, Pentair Suppliers are required to comply with Pentair’s [Conflict Minerals Policy](#) and must comply with the U.S. Securities and Exchange Commission (SEC) rules for reporting and disclosure requirements related to Conflict Minerals as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010.

**16 ANTI-BRIBERY and CORRUPTION** – Pentair has zero tolerance for bribery and corruption of any kind and in any form. Pentair Suppliers must act with utmost integrity, honesty, and transparency, and must comply with all applicable anti-bribery and anti-corruption laws including, but not limited to, the U.S. Foreign Corrupt Practices Act (“FCPA”) and UK-Bribery Act (“UKBA”). Directly or indirectly offering, authorizing, promising, giving, accepting, soliciting, or receiving anything of value to improperly influence someone or gain an improper or unlawful advantage can be considered a bribe and is prohibited. Pentair’s anti-bribery and anti-corruption policy extends to government officials, independent partners, and all commercial relationships. Even the appearance of impropriety should be avoided at all times and under all circumstances.

**17. ANTITRUST and COMPETITION LAWS** – Pentair Suppliers must comply with all applicable antitrust and competition laws which prohibit agreements or actions that unreasonably restrain trade, are deceptive or misleading, or unreasonably reduce competition without providing beneficial effects to consumers. Activities such as price-fixing, bid-rigging (collusive tendering) and market/customer allocations are all strictly prohibited.

**18. PROTECTION of INFORMATION, DATA SECURITY and CONFIDENTIALITY** - All information, drawings, materials, goods, and equipment provided by Pentair or arising from work or services performed on behalf of Pentair shall be treated as confidential and proprietary to Pentair and shall not be disclosed or shown to third parties without Pentair’s prior written permission. Without limiting the foregoing, Pentair Suppliers must safeguard and protect all Pentair information, electronic data, and intellectual property or technologies, with appropriate safeguards and in any event in no less than the same manner that they would protect their own confidential information. Suppliers will only receive, and are only authorized to use, confidential information as part of a non-disclosure agreement. Any sharing or transfer of confidential information must be executed in a way that secures and protects the intellectual property rights of Pentair. Suppliers may receive our confidential information must not disclose it except as authorized, must not use the information except for the permitted purpose, and must at all times protect the information from misuse or unauthorized disclosure.

Pentair Suppliers may not use Pentair’s trademarks, images, or other materials to which Pentair owns the copyright, unless explicitly authorized. Pentair Suppliers must keep all agreements and Pentair customer information confidential including pricing and marketing allowances and all Pentair Brand product specifications. Suppliers must properly handle, store, and secure sensitive information (including confidential, proprietary, or personally identifiable

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information) and shall comply with all applicable data privacy laws. This information shall only be used for the specific business purpose for which it was provided.

**19. SUPPLY CHAIN SECURITY** - Pentair Suppliers shall participate in any supply chain security programs enforced in the countries where they operate. Notable examples include the Customs-Trade Partnership Against Terrorism (“CTPAT”) administered by U.S. Customs & Border Protection (“CBP”), the Canadian Border Services Agency’s Partners in Protection Program, and the various Authorized Economic Operator Programs (“AEOs”) administered in the EU, Peoples Republic of China, Japan, and South Korea. All Suppliers must develop, implement, and maintain procedures that meet or exceed the minimum standards for the supply chain security programs applicable in the jurisdictions where they operate. Suppliers must also require their carriers, customs brokers, freight forwarders, and other relevant partners comply with those same standards when processing shipments on Pentair’s behalf.

**20. SUBCONTRACTING** – Pentair Suppliers must not use subcontractors to manufacture Pentair products or product components that contain Pentair brands, trademarks, or tradenames without prior approval from Pentair, and only after the subcontractor has agreed in writing to comply with this Code. Suppliers must ensure that their suppliers, service providers, and extended networks have ethical and business practices that comply with this Code.

**21. COMMUNICATION** – Pentair Suppliers must communicate, internally and throughout their networks so that their workers, supervisors and permitted subcontractors are aware of the expectations /requirements detailed in this Code.

**22. MONITORING and COMPLIANCE; ACCURATE RECORDS** - Pentair Suppliers must maintain complete and accurate books and records in accordance with generally accepted accounting principles in Supplier’s jurisdiction, consistently applied, properly and accurately recording any and commission, compensation, reimbursement, or other payment made by Supplier in performance of, on behalf of or related to work for Pentair. Supplier will maintain a system of internal accounting controls reasonably designed to ensure that its assets are used only in accordance with its management directives and that it maintains no off-the-book accounts.

Pentair reserves the right to take affirmative measures, such as announced and unannounced inspections of production facilities, to ensure compliance with this Code. Pentair Suppliers must maintain at each production facility all documents necessary to demonstrate compliance with the Code and must cooperate in full with all such inspections. Pentair Suppliers must allow representatives from Pentair and, if requested, Pentair’s customers, full access to production facilities, worker records and workers for confidential interviews.

Pentair Suppliers are expected to take necessary corrective actions to promptly remedy any identified noncompliance. Without limiting any other rights to damages or otherwise, Pentair reserves the right to terminate its business relationship with any Pentair Supplier who is unwilling or unable to comply with any part of this Code.

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