

Scope

In this code:

- LoneStar Group¹ includes any and all of its subsidiaries and affiliates whether directly or indirectly wholly owned or otherwise and any entities in which LoneStar Group has an equity interest.
- Supplier means a company, partnership or individual that provides goods or services to LoneStar Group.
- Worker means any individual whom the Supplier employs, hires or engages, or otherwise uses to conduct its business.
- Representative means the Supplier's suppliers, agents, and subcontractors who are involved in LoneStar Group's supply chain.

Purpose

Corporate integrity, responsible sourcing and the safety and wellbeing of workers are of paramount importance to LoneStar Group. It is our policy to conduct business in compliance with laws and ethical standards, and we expect our suppliers to act similarly. These core principles are reflected in this Supplier Code of Conduct (the "Code"), which establishes the minimum standards that must be met by any entity that supplies products or services to LoneStar Group. This Code shall be issued to all Suppliers to LoneStar Group. LoneStar Group has the right to modify this Code from time to time and the revised version will be made available on the LoneStar Group website.

We will assess supplier performance when making sourcing decisions, and LoneStar Group expects compliance with this Code. We will assess their compliance during audits and assessments. Suppliers are expected to rectify any issues found during such audits and assessments within the agreed time period.

Policy

WHO MUST COMPLY WITH THIS CODE?

The Supplier shall comply with the Code and shall ensure that its workers are aware of this Code and comply with it. The Supplier agrees:

- It will comply with the requirements in this Code.
- It has appropriate systems in place to ensure continuous compliance and to demonstrate such compliance.
- Any breach of this Code may lead LoneStar Group to terminate its relationship with the Supplier.

¹ The LoneStar Group means Whitworth Bidco Limited, a company registered in England with company number 14485031 and any and all of its subsidiaries and affiliates in England or elsewhere whether directly or indirectly wholly owned or otherwise and any entities in which LoneStar Group has an equity interest.

MONITORING AND REPORTING BREACHES AND CONCERNS

The Supplier shall monitor its compliance with the Code and shall report any breaches (actual or suspected) of this Code as soon as possible. If the Supplier has concerns that the standards set out in this Code are not being met by LoneStar Group, the Supplier shall report these concerns as soon as possible to their local or LoneStar Group contact.

COMPLIANCE WITH LAWS AND REGULATIONS AND PRIORITY OF STANDARDS

In carrying out its agreement(s) with LoneStar Group, the Supplier shall, in addition to complying with the standards set out in this Code, comply with all applicable laws and regulations, including the laws and regulations relating to issues addressed in this Code.

ANTI-BRIBERY AND CORRUPTION

Bribery and corruption. The Supplier shall comply with all applicable laws, statutes, codes and regulations relating to the prevention of bribery and corruption (including but not limited to the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010). To that end, the Supplier will conduct their business without engaging in corrupt practises, including public or private bribery or kickbacks. Supplier will maintain integrity, transparency, and accuracy in corporate record keeping and shall not accept, offer, promise, pay, permit or authorise:

- Bribes (something of value to induce or influence a decision or action);
- Facilitation/grease/speed payments (payments to expedite a routine transaction or service);
- Kickbacks (commission, compensation or reward for favourable treatment);
- Illegal political contributions;
- Money, goods, services, entertainment, employment, contracts or other things of value, in order to obtain or retain improper advantage; or
- Any other unlawful or improper payments or benefits.
- Gifts and hospitality. LoneStar Group discourages Suppliers from accepting or giving gifts or hospitality but accepts that occasional modest giving and acceptance of gifts and hospitality may be a legitimate contribution to good business relationships. The Supplier shall have processes in place to record all (and where relevant approve) gifts and hospitality received or offered. The Supplier shall not offer or receive gifts or hospitality that could:
- Influence or be perceived as capable of influencing the outcome of transactions or decisions relating to LoneStar Group;
- Amount to or cause the recipient or giver to commit a criminal offence; or
- Cause offence to others or damage the reputation of LoneStar Group.

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- LoneStar Group prohibits all its employees from receiving cash from any supplier and it places strict limits on the receipt of any promotional items, personal gifts and hospitality including entertainment.

ANTI-MONEY LAUNDERING

The Supplier shall not engage in any activity that could give rise to supporting money laundering and is therefore prohibited from transacting with the LoneStar in cash.

SANCTIONS AND TRADE COMPLIANCE

Sanctions. The Supplier shall comply with all sanctions, embargoes and debarred lists issued from time to time by the UK, USA, EU, UN and any other trading bloc or jurisdiction relevant to the supply of products or services to LoneStar Group. Suppliers shall not source any goods or services from, ship to, transit through or make stops in any countries or states that placed on any 'sanctions list'. The Supplier shall not deal in any way with any individual, entity or vessel identified on an applicable denied or restricted party list.

Import/export. The Supplier shall ensure it has all licences, approvals, visas and documentation required to import or export goods, services or technology or to move people between countries or across borders and shall maintain adequate records as evidence.

PREVENTION OF FACILITATION OF TAX EVASION

The Supplier shall not engage in any activity, practice or conduct which would constitute either a UK or a foreign tax evasion facilitation offence under the UK Criminal Finances Act 2017 or any other relevant legislation relating to the prevention of facilitation of tax evasion.

CONFLICT-FREE MINERALS

Conflict minerals (also referred to as '3TG') are tantalum, tin, tungsten, gold and their derivatives. In conflict areas or high-risk countries (such as the Democratic Republic of Congo (DRC) or its adjoining countries), the minerals trade can be used to finance armed groups, fuel forced labour and other human rights abuses, and support corruption and money laundering. The Supplier shall not use conflict minerals in the materials, components, and products it supplies to LoneStar Group. The Supplier shall adopt policies and processes to source conflict-free minerals and undertake reasonable due diligence to identify and document the source of origin of any minerals contained in the materials, components, and products supplied to LoneStar Group. Supplier shall provide necessary disclosures and documentation to demonstrate compliance with the above.

ENVIRONMENTAL RESPONSIBILITY

Suppliers are expected to have an Environmental Management System (EMS) in place, such as ISO 14001 or equivalent. We work with and encourage our suppliers to create products and services that are energy efficient, recyclable, or contain significant portion recycled or recyclable materials and low amounts of hazardous materials. Suppliers must provide material disclosures as outlined in our controlled and reportable materials disclosure process where applicable.

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The Supplier shall ensure:

- Its operations comply with all applicable environmental laws, including laws and international treaties relating to (but not limited to) biodiversity, waste disposal, emissions, discharges and the handling of hazardous and toxic materials;
- The goods it manufactures (including the inputs and components that it incorporates into its goods) comply with all applicable environmental laws and treaties; and
- It will only use packaging materials that comply with all applicable environmental laws and treaties.
- It will comply with all applicable PFAS (Per- and polyfluoroalkyl substances), also known as 'forever chemicals', regulations when supplying product into LoneStar businesses.
- That the data and information that is requested by LoneStar (e.g. such a Carbon Border Adjustment Mechanism (CBAM) completed response) shall be accurate and verifiable.

WORKFORCE MATTERS

Slavery, human trafficking and child labour. The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the UK Modern Slavery Act 2015 and the US Uyghur Human Rights Policy Act 2020, as examples, in any part of its supply chain. This includes, but is not limited to, not supporting or engaging or requiring any forced labour, the use of child labour (i.e. persons younger than the age of 15 or younger than the age of completing compulsory education in the relevant country where such age is higher than 15), bonded labour, indentured labour and prison labour.

Human rights. The Supplier shall comply with all internationally recognised human rights, as those expressed in the International Bill of Human Rights and the principles concerning fundamental rights set out in the International Labour Organisation's Declaration on Fundamental Principles and Rights at Work from time to time in force.

Equal opportunities. LoneStar Group is an equal opportunities employer and Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement or any employment practice based on race, caste, colour, national origin, gender, gender identity, sexual orientation, religion, age, marital or pregnancy status, disability, union membership or political affiliation or any other characteristic other than the worker's ability to perform the job subject to any accommodations required or permitted by law.

Harassment and Abuse. Supplier shall treat their workers with dignity and respect and shall not subject any worker to unlawful harassment, whether physical or verbal, including, sexual or psychological harassment or abuse.

Freedom of association and collective bargaining. The Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

Wages and remuneration. The Supplier shall observe legally mandated working hours and compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- The minimum wage and benefits established by applicable law;
- Collective agreements;
- Industry standards; and
- an amount sufficient to cover basic living requirements.

Supplier will provide workers with an understandable wage statement that includes sufficient information to verify accurate compensation for work performed.

Fair Working Hours. While overtime is sometimes required, suppliers will manage operations in compliance with the law and ensure that overtime does not exceed levels that create inhumane working conditions.

HEALTH AND SAFETY

LoneStar Group's guiding health and safety principle is zero harm to our employees and third parties.

The Supplier shall provide a safe, healthy, and sanitary working environment and comply with UK health and safety laws and any other relevant laws and regulations where it operates. This includes, implementing general and relevant industry-specific procedures and safeguards to prevent workplace hazards and work-related accidents and injuries. Where such hazards cannot be adequately prevented or controlled, the Supplier shall provide workers with appropriate personal protective equipment to protect against hazards typically encountered in that scope of work. Suppliers are requested to have a health and safety management system open (HSMS) in place, such as ISO 45001 or equivalent.

The Supplier shall maintain adequate security procedures to prevent any contamination of the cargo being shipped to LoneStar (such as drugs, explosives, biohazards, other contraband etc) and to ensure accuracy of the materials packed and shipped. Any of the Supplier's Representatives providing on-site services in LoneStar Group's facilities shall adhere to LoneStar Group's safety standards and procedure in place at the relevant site.

UNFAIR BUSINESS PRACTICES AND ETHICS

The Supplier will not engage in any unfair business practises and will always act with integrity and lawfully. and engage in only making accurate and truthful marketing claims.

The Supplier shall not engage in anticompetitive behaviour such as teaming up with, and sharing information with competitors, price fixing and rigging bids and any such activity that distorts free and fair competition.

PROCURING AND MANAGING REPRESENTATIVES

When assessing the Supplier's performance against the requirements set out in this paragraph, LoneStar Group shall have due regard to the risk profile of the transaction, the Supplier's ability to comply with the requirements and the consequences where the Supplier fails to meet those requirements.

Therefore, the LoneStar Group expects that the Supplier shall carry out appropriate due diligence on prospective Representatives that will form part of LoneStar Group's supply chain. At a minimum, this must include:

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- Investigations into prospective Representatives' record, public statements and actions on human rights, treatment of workers, bribery, ethical behaviour and environmental outlook;
- Risk assessments for countries from which materials, components or finished goods are sourced; and
- The prospective Representative's ability to meet the requirements and principles that are covered in this Code.
- In its dealings with Representatives, the Supplier shall:
- Ensure that agreements with Representatives include provisions requiring the Representatives to comply with applicable provisions of this Code to the extent applicable; and
- Ensure that it has measures to monitor that those Representatives are complying with those compliance related provisions and that it has systems in place to address any deficiencies or breaches of those requirements.

CERTIFYING COMPLIANCE AND AUDIT

If requested, the Supplier shall provide written confirmation to LoneStar Group that:

- It has appropriate systems in place to monitor its compliance with this Code; and
- It is able to comply with this Code for the duration of its relationship with LoneStar Group.

In addition to the written confirmation above, LoneStar Group may conduct audits to verify the Supplier's compliance with this Code. LoneStar Group has no obligation to conduct such audits.

Compliance

BREACH, REMEDIATION AND TERMINATION

We seek relationships with suppliers committed to manufacturing or providing our Business's with products and services under fair and safe labour conditions and sound environmental practices. If we determine that the Supplier does not comply with our Code, we typically strive to work with them to develop and implement an appropriate corrective action plan. Nevertheless, depending upon the nature of the non-compliance, where LoneStar Group becomes aware of a breach of this Code by the Supplier, its workers or Representatives, LoneStar Group may either:

- Immediately terminate its business relationship with the Supplier (including any contracts); or
- Require the Supplier to produce a remediation plan specifying the actions that the Supplier will take that will lead to compliance with the Code, and present it to LoneStar Group within the time period agreed after having been requested to do so. If the Supplier fails to produce the remediation plan



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within this timeframe or fails to implement it within a reasonable time, LoneStar Group may immediately terminate its business relationship with the Supplier (including any contracts).

Supplier Name

Printed Name of Individual Signing on behalf of Supplier:

Title

Signature

Date

_____ (dd/mm/yyyy)