

**WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY**

## **WD-40 Company Standard Purchase Order Terms and Conditions**

**THESE TERMS** ("Terms") contain WD-40 Company's standard Purchase Order Terms and Conditions. These Terms are incorporated by reference to any Purchase Order (a "PO") for goods and other material items (referred to as "Goods") or services ("Services") issued by WD-40 Company or any WD-40 Company subsidiary (collectively, "WD-40" or "Buyer") to the supplier of such Goods and/or Services identified in that PO ("Seller"), except to the extent any terms conflict with a written agreement between WD-40 and Seller, or other written terms that WD-40 has provided to Seller that specifically cover the applicable PO. Seller's acceptance of WD-40's PO shall not be conditioned upon acceptance of revised or alternative terms and conditions through the issuance of a conditional acceptance or the subsequent issuance of an invoice containing revised terms intended to apply to future POs. Any such conditional acceptance or invoice terms and conditions shall be void. Performance by Seller of the terms of WD-40's PO by delivery of the Goods or performance of Services shall be deemed to be an acceptance of these Terms.

- 1. SERVICES AND DELIVERABLES.** Seller agrees to perform the Services and/or provide the Goods, described in any PO, in accordance with the applicable PO and with these Terms.
- 2. DELIVERY.** Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier, and to the place specified on the face of the applicable PO. Seller is responsible for PO shipping activities. PO shipping activities include: (i) receiving PO from Buyer; (ii) generation of shipping documents and packing slips; (iii) labeling shipments as required; and, (iv) outbound loading.
- 3. TITLE AND RISK OF LOSS.** Seller warrants that it has good and clear title, free from any security interest, lien or other encumbrance, to all Goods to be delivered to Buyer. Title and risk of loss or damage to the Goods shall pass to Buyer upon delivery to the FOB point, subject to Buyer's right to reject non-conforming Goods. Notwithstanding the foregoing, risk of loss of any non-conforming Goods or deliveries shall remain with Seller unless and until Buyer finally accepts such Goods or deliveries.
- 4. INSPECTION; ACCEPTANCE.** Final inspection of Goods delivered shall be made at Buyer's premises unless otherwise specified in writing signed by both parties. Buyer shall either accept or reject Goods or Services within the later of (a) sixty (60) days after the due date specified in the applicable PO or (b) sixty (60) days after receiving such Goods or Services. Any non-conformity in any Goods or Services shall be deemed to substantially impair the value of the Goods or Services to Buyer and shall entitle Buyer to reject such Goods or Services or to revoke its acceptance thereof. At Buyer's option, Buyer may return non-conforming Goods or Services to Seller, freight collect, or Buyer may modify or adapt non-conforming Goods or Services to render such Goods or Services acceptable. If Buyer elects to return such non-conforming Goods or Services, Seller shall issue a return authorization number for all non-conforming Goods within 24 hours after Buyer's request, and such non-conforming Goods or Services shall be the property of Seller. If Buyer elects to modify or adapt non-conforming Goods or Services, Buyer may offset all costs incurred in performing any such modifications and adaptations against any and all amounts otherwise due to Seller or, at Buyer's option, may bill Seller directly for such costs.
- 5. PRICE AND PAYMENT TERMS.** The prices of Goods delivered and Services performed shall be as specified in Buyer's PO. The PO will specify whether items therein are taxable, and Seller shall invoice Buyer accordingly. Buyer shall pay for Goods and Services accepted within the later of (a) thirty (30) days after Buyer's acceptance of such Goods or Services or (b) thirty (30) days after receipt of Seller's invoice. Buyer shall have no obligation to pay for any Goods or Services that are rejected or as to which acceptance is revoked in accordance with Section 4 above.
- 6. WARRANTIES.** Seller warrants that all Goods dispatched pursuant to Buyer's POs shall be free from defects in workmanship and materials, shall be fit for the intended purpose as set forth in Seller's specifications to the extent such specifications are consistent with those provided by Buyer (the "Specifications") and shall conform to the Specifications for a period of one (1) year from the date of acceptance of each Good, except that in the case of any latent defect or any defect caused or concealed by Seller's fraud or gross negligence, the warranty period shall be extended until the expiration of one (1) year after Buyer's actual discovery of such defect. Further, Seller shall immediately repair or replace any such defective Goods at its sole expense within thirty (30) days after notice of rejection of the Goods is given to Seller by Buyer. Seller further agrees to provide Buyer with a return material authorization ("RMA") or other instructions for the handling of the Goods within forty-eight (48) hours after notification by Buyer of receipt of any non-conforming Goods. The RMA number shall be used by Buyer to return any and all warranted materials for immediate replacement. Any Good that is repaired or replaced by Seller shall be warranted as provided in this Section 6 for the remainder of the warranty period or one (1) year after the replacement Good is accepted, whichever is later. All Goods dispatched shall contain all new materials, shall strictly conform to the requirements stated in the applicable PO and the Specifications.

Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and

## WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY

warrants that the Services shall be completed in accordance with applicable specifications and that any statements of work signed by authorized representatives of Buyer and Seller. Seller represents and warrants that the performance of Services under these Terms will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

**7. INDEMNITY.** Seller will indemnify, defend, and hold harmless Buyer, its affiliates, and their successors, assigns, officers, directors, employees, and agents for, from and against any claim, liability, loss, damage, lien, judgment, duty, fine, civil penalty and cost, including attorney's fees and litigation expenses, arising out of Seller's failure to comply with any of its obligations under a PO (including these Terms and the WD-Company Policies), which may include without limitation, those relating to a resulting recall of Buyer's products or other reasonable action Buyer takes regarding such failure.

**8. INTELLECTUAL PROPERTY; INFRINGEMENT.** Seller expressly acknowledges and agrees that any work prepared by Seller under these Terms or written agreement that specifically covers the applicable PO shall be considered "work for hire" and the exclusive property of WD-40 unless otherwise specified. To the extent such work may not be deemed a "work for hire" under applicable law, Seller hereby assigns to WD-40 all of its right, title, and interest in and to such work. Seller shall execute and deliver to WD-40 any instruments of transfer and take such other action that WD-40 may reasonably request, including, without limitation, executing and filing, at WD-40's expense, copyright applications, assignments, and other documents required for the protection of WD-40's rights to such materials.

In addition to the warranties set forth in Section 6 above, Seller warrants that all Goods delivered and Services performed shall be delivered free from any claim that such Goods or Services infringes any patent, copyright, trade secret, or other intellectual property right of any third party, except insofar as such claims are based solely on Seller's literal compliance with Buyer's written specifications for such Goods or Services. Seller shall indemnify, defend and hold Buyer and its customers harmless against any losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or resulting from any claim alleging facts that, if true, would constitute a breach of the warranty stated in this Section 8. Buyer will notify Seller of any such claim and permit Seller, at Seller's sole expense, to defend or settle such claim. In the event that any Good or Services is determined to infringe any intellectual property right of any third party, Seller shall, at Buyer's option, either: (i) obtain from such third party, at Seller's sole expense, the right for Buyer and Buyer's customers to continue using the infringing Goods and/or Services, (ii) modify the Goods and/or Services at Seller's sole expense so as to render them non-infringing, while maintaining substantially identical fit, form and function, or (iii) refund to Buyer the aggregate purchase prices paid for all infringing Goods and Services.

**9. INDEPENDENT CONTRACTOR.** Seller is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Neither Seller nor its employees, agents or subcontractors are agents or employees of Buyer, and therefore are not entitled to any employee benefits of Buyer, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under these Terms and shall provide Seller's own supplies and equipment.

**10. CONFIDENTIALITY.** In connection with these Terms, Buyer may disclose certain non-public information, data and material of a proprietary nature (including, without limitation, information that is subject to protection as trade secrets) whether relating to marketing, pricing, technical, financial or other matters (collectively "Confidential Information"). The confidentiality provisions of these Terms shall not apply to the extent that Buyer and Seller have executed and are presently bound by the terms of a separate non-disclosure or confidentiality agreement. All Confidential Information shall be subject to the following:

- a. **Held in Confidence.** Confidential Information shall be received and retained in strict confidence (subject to the same standard of care accorded Seller's own proprietary information and in no event less than reasonable standard of care) by Seller and will be deemed to be proprietary information and sole property of Buyer and Seller agrees that it will not disclose such Confidential Information to third parties;
- b. **Limited Use.** Confidential Information shall be used by Seller solely for the purpose of implementing these Terms;
- c. **Disclosure to Employees.** Confidential Information shall be disclosed only to those employees with a "need to know" (i.e. employees that require the Confidential Information to perform their responsibilities in connection with these Terms), together with notice of their obligations with respect thereto;
- d. **Limited Copying.** Confidential Information shall be copied only as necessary for those employees who are entitled to receive it; and ensure that all confidentiality notices are reproduced in full on such copies; and
- e. **Return of Confidential Information.** Seller shall immediately return all copies of such Confidential Information to Buyer at Buyer's request except that Seller's counsel shall be entitled to retain one set of copies for record keeping purposes only.

**10.1 Exclusions.** The provisions set forth in this Section 10 shall not apply to any Confidential Information which:

- a. Is known by Seller prior to disclosure by Buyer, and is not subject to or in violation of an obligation of confidentiality;
- b. Is or becomes public knowledge other than by default of Seller;
- c. Is obtained by Seller from a bona-fide third person having free right of disposal of such information;
- d. Is wholly and independently developed by Seller without reference to the Confidential Information; or
- e. Seller is required to disclose pursuant to a valid order of a court or other governmental body or any political subdivision thereof, provided, however, that Seller shall first have given notice to Buyer in order that Buyer may take action as it

## WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY

deems appropriate to protect the Confidential Information and to the extent that Seller must disclose Confidential Information pursuant to the immediately preceding sentence, any such disclosure shall be limited to only that Confidential Information required to be disclosed to comply with the order of the relevant court, governmental body or political subdivision.

10.2 Injunctive Relief Available to Prevent Unauthorized Disclosure or Use. Seller agrees that the unauthorized use of the Confidential Information would cause irreparable injury to Buyer for which it would have no adequate remedy at law, and that an actual or contemplated breach of this Section 10 shall entitle Buyer to seek immediate injunctive relief prohibiting such breach, in addition to any other rights and remedies available to it.

10.3 Trade Secret Information. Proprietary Confidential Information that is entitled to protection under applicable trade secret laws, including the California Uniform Trade Secrets Act ("Trade Secret Information"), shall be clearly marked by Buyer as "proprietary" and/or as "trade secret" prior to its disclosure to Seller. All Trade Secret Information shall be held in the highest and strictest confidence by Seller. Seller shall not disclose any Trade Secret Information to any persons, other than those persons directly employed by Seller having a need to receive such Trade Secret Information for purposes related to these Terms, without express written permission from Buyer. Seller agrees to execute such other agreements and instruments and to cooperate with Buyer as Buyer may reasonably require for the protection of its Trade Secret Information.

10.4 Survival of Rights and Obligations. This Section 10 shall survive termination of these Terms and fulfillment of the related PO for a period of three (3) years; provided, however, with respect to Trade Secret Information, Seller's obligations under this Section 10 shall continue in perpetuity.

11. **BUYER PROPERTY.** All property used by Seller in connection with its performance under these Terms which is owned, furnished, or consigned by Buyer, or is charged to or paid for by Buyer, including but not limited to materials, tools, dies, jigs, molds, patterns, fixtures, equipment, drawings, specifications and other technical documentation (the "Property") shall be and remain the property of Buyer. Unless already so marked by Buyer, Seller shall identify and conspicuously mark all Property, as belonging to Buyer and, upon request, shall furnish Buyer a list of all Property being held by Seller. All Property shall be used only for Seller's performance under these Terms and held at Seller's risk and insured at Seller's sole expense in an amount equal to its replacement cost, with loss payable to Buyer. Buyer may inspect and/or remove any Property at any time at no charge to Buyer, and Buyer shall have reasonable access to Seller's premises for such purpose. Seller shall return such Property to Buyer upon Buyer's demand at Seller's sole expense.

12. **PATENT AND DATA RIGHTS.** Seller agrees to promptly disclose to Buyer and upon request to assign to Buyer, each invention conceived or first actually reduced to practice during the performance of these Terms. Further, Seller hereby grants to Buyer a royalty-free, nonexclusive, unrestricted, irrevocable, world-wide license to use, duplicate, or discard, or disclose for any purpose whatsoever and to authorize others to do so, all data and information (including but not limited to writings, recordings, pictorial reproductions, drawings, computer programs, other graphic representations and services of similar nature) required to be furnished and/or actually furnished to Buyer under these Terms.

13. **CHANGES.** Buyer may at any time instruct Seller to make changes within the general scope of these Terms in any of the following: (i) Buyer's drawings, designs, or specifications furnished to Seller; (ii) Seller's method of shipment or packing; (iii) the quantities of Goods ordered; (iv) the place of delivery; and/or (v) the delivery schedule. If any such change causes an increase or decrease in the cost of, or time required for, performance under these Terms, Seller shall have thirty (30) days to request adjustments in the price and/or delivery schedule for Goods or Services directly affected by Buyer's changes. To the extent that Buyer agrees to such adjustments, Buyer will revise the PO accordingly. Any requests by Seller for adjustments under this Section 13 shall be deemed waived if not asserted within such thirty (30) day period, and failure to agree to an adjustment shall not excuse Seller from performing in accordance with the revised PO. In the event that Seller makes changes in its design, manufacturing process, or specifications that affect Goods to be delivered or Services to be performed under these Terms, even if such changes do not materially alter the form, fit or function of such Goods or Services, Seller shall inform Buyer of such changes not less than thirty (30) days before the Due Date in the PO specified for such Goods or Services for Buyer's approval.

14. **REPRESENTATIONS.** By acceptance of Buyer's PO, Seller is certifying that Seller is in full compliance with the Fair Labor Standards Act of 1938, as amended, and regulations issued there under. Upon request, Seller shall furnish Buyer with satisfactory evidence of its compliance with the representation in this Section 14.

15. **TERMINATION; CANCELLATION.** Unless otherwise provided in a written agreement executed by Seller and Buyer, Buyer may terminate any PO or any portion thereof upon giving notice to Seller of such termination not less than two (2) business days prior to the earliest applicable Due Date set forth in the original PO, and Buyer will revise or revoke the PO accordingly. Within ten (10) business days after receiving notice of such termination, Seller shall advise Buyer in writing of any cancellation charges it desires to impose as a direct result of such termination. To the extent such charges are deemed reasonable in Buyer's sole discretion, Buyer will pay such cancellation charges within forty-five (45) days after the date of Seller's written request. Any request by Seller for cancellation charges shall be deemed waived if not asserted within ten (10) business days after Buyer's termination notice.

## WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY

Notwithstanding the foregoing, Buyer may cancel any PO or portion thereof without charge at any time upon the notice to Seller if: (a) Seller fails to timely perform any of its obligations under these Terms and such failure is not cured within ten (10) days after written notice of such failure is delivered to Seller, and/or (b) there is or comes to be any material misstatement or omission in the Representations and Certifications submitted to Buyer by Seller (if any) or in any of Seller's representations in Section 14 above.

**16. ASSIGNMENT.** Seller shall not assign or subcontract any of its rights or delegate any of its obligations under these Terms without the prior written consent of Buyer, and any assignment or delegation in violation of this provision shall be null and void. Notwithstanding the foregoing, Seller may assign claims for monies due or to become due under these Terms without Buyer's consent provided that Seller promptly furnishes Buyer with two signed copies of all documentation evidencing such assignment and further provided that payment to any assignee shall be subject to setoff or recoupment of any present or future claim(s) that Buyer may have directly with Seller with respect to all matters other than payment of monies due under these Terms.

**17. APPLICABLE LAW.** These Terms shall be governed by the laws of the State of California. All disputes arising in connection therewith shall be heard only by a court of competent jurisdiction in San Diego County, California, and the prevailing party in any legal proceeding shall be entitled to recover its reasonable attorneys' fees incurred in connection therewith. The U.N. Convention on Contracts for the International Sale of Goods shall not apply to the purchase of Goods or Services by Buyer.

**18. LIMITATION OF LIABILITY AND WAIVER OF DAMAGES.** Seller agrees that Buyer will not be liable under any circumstances for special, indirect or consequential damages (including but not limited to loss of profits) arising out of a breach of these Terms or a related PO or the termination thereof. By acceptance of Buyer's PO and acceptance of these Terms, Seller waives its right to seek any such special, indirect or consequential damages under any legal or equitable theory.

**19. MISCELLANEOUS PROVISIONS.** No addition or modification of these Terms shall be effective unless made in writing and signed by the respective representatives of Seller and Buyer. Any delay or failure to enforce at any time any provision of these Terms shall not constitute a waiver of the right thereafter to enforce each and every provision thereof. If any of the provisions of these Terms is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions shall remain in full force and effect. The rights and remedies expressly provided to Buyer herein are not exclusive, but are cumulative and in addition to any other rights and remedies available at law or in equity.

**20. COMPLIANCE WITH LAWS AND WD-40 COMPANY DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT.** Seller agrees to comply with all applicable laws and regulations. Seller has read and agrees to comply with the WD-40 Company Distributor and Supplier Code of Conduct (the "Supplier Code of Conduct") and the WD-40 Conflict Minerals Compliance Policy (the "Conflict Minerals Policy" and together with the Supplier Code of Conduct, the "WD-40 Company Policies"). Seller's breach of the WD-40 Company Policies shall constitute an immediate breach of these Terms and Buyer may thereupon cancel any outstanding PO without penalty in addition to any other remedies Buyer may have in connection with such breach.

**21. OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS.** If covered and if such regulations are applicable, this contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran's status.

**22. CORRESPONDENCE.** Seller shall place Buyer's applicable PO number and project number on all notices, correspondence, invoices, packing slips and packages pertaining thereto. All written correspondence other than invoices shall be sent to the attention of the person identified as the "Buyer" on the PO, addressed to 9715 Businesspark Ave., San Diego, CA 92131. All invoices shall be addressed to WD-40 Company, Attn: Accounts Payable, 9715 Businesspark Ave., San Diego, CA 92131.

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### WD-40 Company Distributor and Supplier Code of Conduct ("Code")

#### I. OVERVIEW

WD-40 Company and its worldwide subsidiaries and affiliated entities (collectively, the "Company"), adhere to international standards and legal requirements relating to ethical conduct compliance. It is our

## **WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY**

policy to maintain the highest level of professional and ethical standards in the conduct of our business affairs, placing the utmost importance upon our reputation for honesty, integrity and ethics. We value our relationship with our third-party marketing distributors, manufacturers, agents, suppliers, consultants, service providers, vendors, and other contractors (each a "Supplier" and collectively "Suppliers"), and we require that our Suppliers affirm specific contractual requirements for compliance with all applicable laws and to agree to abide by this Code.

### **II. AGREEMENT**

By agreeing to do business with us under applicable purchase order terms and conditions or in accordance with a separate written contract, you and the Company agree to be bound by the following provisions, in addition to any terms and conditions that otherwise may apply to our existing business relationship (the "Business Relationship"). You and the Company agree that the following provisions, to the extent they are inconsistent, shall supersede any terms and conditions included in any purchase orders, invoices for goods or services, or other oral or written agreements that we may have in connection with the Business Relationship.

### **III. APPLICABILITY**

This Code applies to all Suppliers, including Suppliers' employees and approved subcontractors, agents or other affiliates engaged by such Suppliers with respect to the Business Relationship or business of the Company.

### **IV. ANNUAL REQUIREMENTS**

- a. Training.** Suppliers are expected to implement and maintain their own codes of conduct and to conduct, at a minimum, annual training programs and reviews, to ensure their employees are complying with this Code, as well as Supplier's own code of conduct.
- b. Company-Provided Training:** Supplier agrees to require its employees (including subcontractor employees, agents or affiliates, if applicable) to complete Company-provided ethics and compliance training, as the Company may from time to time authorize and direct in its sole discretion.
- c. Annual Certification.** Supplier shall annually provide to the Company a certification of its compliance, and, as applicable, its subcontractors', agents' or other affiliates' compliance with this Code and all applicable laws. The annual compliance certification is attached hereto as Appendix 1, which may be updated from time to time by the Company.
- d. Reporting.** Supplier agrees to maintain appropriate procedures for reporting to the Company any potential violations of this Code or any laws or regulations by Supplier's employees and by employees of Supplier's affiliates, agents, and representatives.

### **V. RESPONSIBLE SUPPLIER CONDUCT**

Suppliers shall conduct themselves in a professional manner, with dignity and integrity, and in alignment with this Code while marketing, selling or supporting the Company's products and services or providing services, goods or products to the Company. Suppliers are prohibited from making false or misleading statements regarding the Company and its competitors or their respective products and services.

### **VI. BUSINESS ETHICS COMPLIANCE.**

The Company is committed to obeying the law wherever it conducts business. Suppliers are expected to comply with all federal, state, and local laws and regulations applicable to their respective business and performance of obligations under a contractual relationship with the Company.

**WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY**

- a. Anti-Corruption.** The Company does not engage in, tolerate, or permit bribery, corruption, or other unethical business practices. Suppliers are expected to comply with all applicable anti-corruption and anti-bribery laws and regulations including, but not limited to, the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, and French Sapin II, as amended from time to time.
- i. Suppliers and their employees must not directly or indirectly offer, promise, authorize, pay, make, or receive any bribes, kickbacks, gifts, payments of money, services, or anything of real or implicit value to obtain business or improperly influence the actions or decisions of others.
  - ii. Suppliers are expected to implement and maintain adequate compliance controls to prevent, discourage, and detect violations of this section.
- b. Gifts and Hospitality.** Whether given or received, gifts and entertainment must never improperly influence business decisions. Gifts and entertainment are broadly defined to include, but are not limited to, trips, entertainment, benefits, events and any other gratuitous item or thing of value. Gifts and entertainment, whether provided or accepted by a Supplier, should always have a legitimate business purpose. The Company expects Suppliers to use good judgment in offering or accepting gifts and entertainment; the gifts and entertainment should not be lavish, unusual, or extravagant. Suppliers are not allowed to give inappropriate gifts and/or entertainment to Company employees, customers or prospective customers that far exceed the propriety of the situation, or any other conduct that could be construed as inappropriate conduct.
- c. Criminal Finance Act.** Suppliers shall not, and shall ensure that their directors, officers, employees, agents and anyone performing services on behalf of the Company (to include but not limited to sub-contractors) (together, "Associated Persons") will not, engage in any activity, practice or conduct that would constitute a tax evasion facilitation offence under applicable law (including sections 45(1) and (2) of the U.K. Criminal Finances Act 2017) and will not knowingly assist any entity or individual to evade unlawfully their tax liability or seeking to influence the Company or persons associated with the Company to assist that entity or individual in any such acts. Supplier shall promptly report to the Company any request or demand from a third party to facilitate the evasion of tax (including any such facilitation within the meaning of Part 3 of the U.K. Criminal Finances Act 2017) in connection with the performance of its obligations to the Company and shall provide the Company with reasonable assistance, at the Company's reasonable cost, to enable the Company to perform any activity required by any relevant authority in any relevant jurisdiction for the purpose of compliance with applicable law (including the U.K. Criminal Finances Act 2017).
- d. Conflicts of Interest.** Suppliers and their employees must not engage in activities that could impede the Supplier's ability to objectively perform its contractual obligations to the Company. Suppliers and their employees must not engage in activity that potentially creates a conflict. If you think you might have a conflict of interest, raise the issue right away with the Company. No owner, partner, officer, director, or employee of Supplier, or of an affiliate of Supplier, is or will become a government official or employee of a government entity during the term of the Business Relationship without prior notice to the Company. Any such employment shall constitute grounds for termination of the Business Relationship by the Company in its sole discretion.
- e. Anti-Money Laundering, Trade Controls/Export Compliance.** Suppliers must comply with applicable anti-money laundering laws and regulations. Suppliers must never knowingly facilitate or participate in any money laundering, terrorist financing, or other financial criminal activity. The Company is committed to, and expects its Suppliers to comply with, all applicable global export, import, and economic sanctions, laws, and regulations. Compliance with global trade laws and regulations protects the Company's ability to conduct international business. Protecting the Company against such violations is the responsibility of all

## WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY

Suppliers, in particular, those who deal with the Company's international business activities. Supplier's failure to comply with US or global trade laws may result in disciplinary action for the Company, serious supply chain disruptions, loss of sale and service opportunities, monetary penalties, fines and imprisonment for individual employees and their management chain, and the potential revocation of our trade privileges.

- f. **Fair Competition.** Suppliers and their employees must not:
  - i. seek to obtain proprietary information about any third parties illegally or in a way that involves a lack of integrity or a breach of any confidentiality or employment agreement;
  - ii. take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other illegal trade practice;
  - iii. engage in price fixing, bid rigging, allocation of markets or customers, or similar illegal anti-competitive activities; or
  - iv. propose or agree to any form of resale price restrictions of the Company products and/or services.
  
- g. **Protection of Intellectual Property.** Suppliers must respect intellectual property rights and safeguard Company information. Suppliers must manage technology and information in a manner that protects intellectual property rights and confidential information of the Company.

**VII. WORKPLACE STANDARDS.** The Company strives to maintain a safe work environment in which people are treated fairly, with dignity and respect. We expect our workplaces to be free from discrimination, harassment, drugs, and violence. Suppliers are expected to support these workplace goals in the following ways.

- a. **Forced Labor.** The Company is committed to a work environment that is free from human trafficking and slavery. The Company will not tolerate or condone human trafficking or slavery in any part of the Company's global organization, among Suppliers or in the Company's supply chain. The Company expects the same high standards from its Suppliers and is committed to ensuring that there is no slavery or human trafficking in the Company's business. Suppliers must avoid complicity in any practice that constitutes trafficking in persons or slavery. Suppliers must ensure that all work is voluntary. Suppliers must not use any enslaved, involuntary, forced, prison or debt bondage labor of any kind. Suppliers must not be involved in human trafficking activity or any activity that promotes modern slavery. Suppliers must not use any corporal punishment, physical or psychological abuse, or threats of violence or coercion to secure or keep its employees. No original copies of employee identification documents (passports or identity papers) may be kept by Suppliers. There must not be any unreasonable restrictions on the ability of the employee to leave the workplace and find alternative employment.
  
- b. **Child Labor.** Suppliers must comply with all laws preventing child labor. Only workers who meet the minimum legal age requirements of the country may be permitted to work. At a minimum, children must be at least 15 years old and have completed compulsory education, whichever is greater. If there is any doubt about the minimum age of employment, the International Labour Organization's Minimum Age Convention, 1973 (No. 138) should be applied.

Suppliers must not allow workers under the age of 18 to work night shifts or be involved in any hazardous work as specified in the International Labour Organization's Worst Forms of Child Labour Convention, 1999 (No. 182). When such workers are employed, they must not do work that is mentally, physically, socially or morally dangerous or harmful or interferes with their education by depriving them of the opportunity to attend school.

**WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY**

- c. **Discrimination or Harassment.** Suppliers must provide a fair, consistent and inclusive environment and make all employment decisions based on neutral and objective criteria. Suppliers will comply with all local laws and regulations regarding unlawful discrimination. Suppliers are expected to engage in equal employment opportunity practices and to make all employment decisions based on legitimate, non-discriminatory business reasons. In addition to complying with all applicable laws, Suppliers must not directly or indirectly discriminate against their employees in relation to compensation, access to training, promotion, termination, retirement or any other aspect of their work or tolerate discrimination, harassment, and unfair treatment on the basis of race, ethnicity, ancestry, caste, national origin, religion, age, disability, gender, gender identity, marital status, sexual orientation, veteran status, union membership, political opinion, HIV/AIDS status, citizenship status or any other characteristic that might give rise to discrimination.

Suppliers must not engage in behavior that is harassing, intimidating, or otherwise creates a hostile or offensive work environment. This applies not only with respect to Supplier's personnel who perform services on behalf of the Company, but also to the Company's employees and any other individuals Supplier's personnel may encounter or interact with in the course of providing services or business activities.

- d. **Wages, Benefits and Working Hours.** Suppliers must adhere to all applicable laws regarding working hours, working conditions, wages, social security payments and overtime payments. Workers must be paid at least the minimum legal wage or better. Where there is no minimum wage, Suppliers must be able to demonstrate that an employee's wages meet industry norms. Wages must be paid promptly and in full. Suppliers must limit working hours and overtime to levels that are humane and safe; and must ensure productive working conditions. All overtime must be voluntary. Workers must receive annual leave, public holidays, and rest days in accordance with local law.
- e. **Employment Contracts.** All employees must be provided with written and understandable information in their local language about their employment conditions in respect to wage, benefits and working hours which respect their legal rights.
- f. **Deductions.** Using deductions from basic wages as a disciplinary measure is prohibited. Disciplinary measures must be based on documented disciplinary procedures that are communicated to all staff. All instances of disciplinary action shall be recorded.
- g. **Freedom of Association.** The Company respects and is committed to protecting the human rights and the dignity of the people who contribute to the success of our business. Suppliers must respect their employees' right of freedom of association and right to participate in labor-related organizations, including the right to collective bargaining, the right to join a trade union and all other workplace rights. Where there is legislation that mandates the election of work representatives or the establishment of joint consultative mechanisms, Suppliers must make sure these are in place. Suppliers must ensure that representatives of trade unions and their associated activities are not subject to discrimination and are able to undertake their representative functions in the workplace. Suppliers will implement and maintain effective grievance programs designed to effectively and equitably resolve employee complaints and disputes.
- h. **Privacy.** All employees of Suppliers are entitled to the privacy of their personal and employment information. Suppliers must protect all personal and employment information of an employee in its possession and must not share or disseminate any such information except where required by law to do so.

**WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY**

- i. **Immigration Compliance.** Suppliers must only engage workers who have a legal right to work. If Suppliers engage foreign or migrant workers, such workers must be engaged in full compliance with the immigration and labor laws of the host country.
- j. **Grievance Processes.** Suppliers must have a formal mechanism for workers to report incidents of violation of laws and regulations, violations of this Code and Supplier's own code of conduct, harassment, abuse, breaches of privacy or other concerns. All complaints must be investigated, and appropriate action taken to address the issues raised and to prevent any further occurrence. All workers (including workers of subcontractors) must be informed and trained about this reporting mechanism to ensure they understand the means by which to raise their concerns about any of these requirements. Suppliers must ensure that workers who raise concerns and speak up in good faith are protected from retaliation.

**VIII. HEALTH AND SAFETY.** Suppliers must provide and maintain a safe and hygienic work environment; and must integrate sound health and safety management practices, safety training, and necessary safety equipment into their businesses. Workers have the right to refuse unsafe work and to report unhealthy working conditions.

- a. **No Drugs, Alcohol, or Violence.** The Company prohibits the sale, distribution, purchase, possession, or use of illegal drugs, as well as the abuse of legally prescribed drugs, on the Company's premises or anywhere else while performing Company business. Supplier and its employees should always use good judgment and exercise moderation. Furthermore, the Company does not tolerate violent or threatening behavior. While performing services for the Company, employees of Supplier may not engage in or threaten violent conduct or bring dangerous weapons or substances to any Company workplace location or off-site company functions.
- b. **Permits and Safety Management Required.** Suppliers must obtain, keep current, and comply with all required permits and laws regarding health, safety, hygiene, sanitation, fire safety, electrical, mechanical and structural safety. Suppliers must have a structured health and safety management system in place that includes qualified health and safety personnel who are authorized to make decisions regarding health and safety matters.
- c. **Incident Management Requirements.** Suppliers must have processes in place to investigate and document accidents, near misses and first-aid events, including root cause analysis and preventative, corrective and mitigation measures. Suppliers are prohibited from taking punitive measures against their employees for reporting or having accidents, near misses or first-aid events, unless the employee is shown to be willfully negligent.
- d. **Safe Working Environment.** Suppliers must routinely assess their work environment for health and safety hazards and eliminate, control or mitigate these identified risks. Suppliers must provide workers with appropriate workplace health and safety training in their primary language. Health- and safety-related information must be accessible at the point of work. Suppliers must provide their employees with the necessary personal protective equipment, at no cost, to protect their health, safety and welfare. Suppliers must monitor their working environments to assess and manage the exposure of workers and visitors to occupational health hazards, including but not limited to chemical exposure, dust, noise and fumes.
- e. **Emergency Response.** Suppliers must identify and plan for emergency situations and implement and train workers and on-site contractors on response systems, including emergency reporting, alarm systems, worker notification and evacuation procedures, worker training and drills, first aid supplies, fire detection and suppression equipment, and accessible exit facilities.
- f. **Housing Conditions.** Where applicable, Suppliers must provide workers with reasonably accessible and clean toilet facilities and potable water. Supplier-provided dining, food preparation

## WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY

and storage facilities must be sanitary. Where applicable, worker dormitories provided by Suppliers, or a third party must be clean and safe, and must provide reasonable living space.

IX. **ENVIRONMENTAL RESPONSIBILITY AND COMPLIANCE.** The Company recognizes our collective responsibility to help protect the planet and is committed to reducing the impact that our Company has on the natural environment. We expect Suppliers to work with us towards meeting our environmental goals and emissions reduction targets and other requirements, including:

- a. **Compliance with Environmental Regulations.** Suppliers must identify and adhere to all applicable legal environmental requirements. Suppliers must obtain, maintain and keep current all required environmental permits (e.g., discharge monitoring), approvals and registrations.
- b. **Hazardous Substance Management.** As applicable, Suppliers must effectively identify and manage the safe handling, movement, storage, and disposal of chemicals and other substances that pose a threat to the environment. As applicable, Suppliers must provide workers with appropriate training on the safe handling and disposal of hazardous substances, including emergency measures covering soil or water contamination.

### X. OTHER OBLIGATIONS

- a. **Duty to Notify.** Supplier shall promptly notify the Company if Supplier determines that there is a substantial likelihood that its representations or warranties under this Code were or are inaccurate or that the commitments contained in this Code have been or are likely to be breached.
- b. **Right to Suspend Performance.** Supplier acknowledges and agrees that its compliance with this Code is part of the consideration for business transactions between the Company and Supplier. Therefore, in the event the Company has reason to believe that a breach of any of the representations, warranties or agreements of this Code has occurred or may occur, the Company may suspend any continued performance under the Business Relationship until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur. The Company shall not be liable to Supplier for any claim, losses or damages whatsoever related to its decision to suspend the Business Relationship in accordance with this provision.
- c. **Audits and Assessments.** Supplier grants the Company the unrestricted right to take reasonable steps to verify Supplier's compliance with this Code. In the event the Company has reason to believe that a breach of any of the representations, warranties or agreements of this Code has occurred or may occur, the Company shall have the right to audit the business and activities of Supplier and its affiliates in order to satisfy itself that no breach has occurred. Audits may include facility inspections, employee interviews and a review of Supplier's records and business practices. Such audits may be conducted by Company staff or a third party chosen by the Company. Supplier agrees to promptly correct any identified violations or deficiencies to the Company's satisfaction. Supplier shall fully cooperate in any audit or inquiry conducted by or on behalf of the Company.
- d. **Cooperation with Information Requests.** Suppliers are expected to cooperate with the Company's requests for documentation or information, either as part of the Company's initial onboarding or any ongoing and periodic monitoring and assessment of Supplier. Such information may include identifying (i) Supplier's corporate structure, (ii) potential conflicts of interest, (iii) Supplier's activities relating to its performance of its contractual obligations to the Company and (iv) any other matters related to Supplier's general compliance with applicable laws.

## **WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY**

Suppliers are obligated to provide truthful and accurate responses to requests for information and the Company reserves the right to request additional information at any time.

### **XI. REPORTING AND NON-RETALIATION.**

Suppliers and their employees who have knowledge of an actual or suspected violations of this Code or any applicable laws and regulations must report this knowledge to the Company.

The Company strictly enforces its non-retaliation policy, which protects those who, in good faith, report suspected wrongdoing. Suppliers are required to prohibit retaliation against its employees, who, in good faith, report potential violations of the law, potential violations of this Code, or any other alleged wrongdoing.

#### **How to Report:**

Online/Internet: Contact WD-40 Company's independent, anonymous and secure whistleblower service delivered by Convercent. The service is available 24 hours a day at <https://app.convercent.com/en-us/LandingPage/a2f1c47f-0339-ec11-a983-000d3ab9f296>.

Phone: Call the dedicated hotline available 24/7 in all languages of countries where the Company operates. The U.S. number is 1-800-461-9330; and the numbers for all other countries can be found on the landing page of the reporting website at the address listed above.

**WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY**

**Appendix 1**

WD-40 Company Distributor and Supplier Code of Conduct

Annual Compliance Certification

\_\_\_\_\_, (“Supplier”) hereby represents and certifies that:

- 1. Compliance:** Supplier (including its employees, consultants, agents, intermediaries, or other retained persons (collectively, “Representatives”)) is in compliance with WD-40 Company Distributor and Supplier Code of Conduct (the “Code”) and all applicable laws, regulations and ordinances in the countries where it does business. This includes, but is not limited to, the Code provisions and related laws regarding Business Ethics, Workplace Standards, Health and Safety, Environmental Responsibility and Compliance and Code violation reporting. Supplier does not know and has no reason to believe that any Representative has violated, or caused WD-40 Company to violate the Code or any applicable laws, regulations and ordinances.
- 2. No Legal Proceedings:** Supplier (including its Representatives) has never been indicted, convicted or sued (or threatened to be) due to violations (whether alleged or actual) of applicable laws, regulations and ordinances or otherwise engaged in conduct for which a person can be indicted, convicted or sued under such laws, regulations and ordinances. Supplier agrees that it will promptly notify WD-40 Company in the event of any such indictment, conviction, lawsuit, or threat thereof, of or to Supplier or its Representatives.
- 3. No Bribery:** Supplier (including its Representatives) has not—directly or indirectly—offered any money or other thing of value to any person (including, but not limited to, a private individual, company, government official, state-owned entity, international organization, political party, or candidate for public office), to obtain or retain business or secure an improper advantage that would constitute a violation of the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, French Sapin II, or other equivalent laws in jurisdictions which are applicable to Supplier.
- 4. Criminal Finance Act:** Supplier (including its Representatives) has not and will not, engage in any activity, practice or conduct that would constitute a tax evasion facilitation offence under applicable law (including sections 45(1) and (2) of the U.K. Criminal Finances Act 2017) and will not knowingly assist any entity or individual to evade unlawfully their tax liability or seeking to influence WD-40 Company (including its directors, officers, employees, agents, contractors, and subcontractors) to assist that entity or individual in any such acts, and shall promptly report to WD-40 Company any request or demand from a third party to facilitate the evasion of tax (including any such facilitation within the meaning of Part 3 of the U.K. Criminal Finances Act 2017) in connection with the performance of its obligations to WD-40 Company and shall provide reasonable assistance to WD-40 Company to comply as required by any relevant authority in any relevant jurisdiction for the purpose of compliance with applicable law (including the U.K. Criminal Finances Act 2017).
- 5. Cooperation:** Supplier will provide truthful and accurate responses to any requests for information by WD-40 Company regarding its business matters with WD-40 Company.
- 6. Notification:** Supplier will immediately notify WD-40 Company should it learn of, or have reason to know of, any violations of this Certification, the Code, or any applicable laws, regulations and ordinances.

Supplier understands and agrees that any false certification is grounds for WD-40 Company to withhold and immediately terminate existing business agreements between Supplier and WD-40 Company. Supplier and the undersigned (on behalf of Supplier) have the power and authority to execute, deliver, and perform under this certification (and agreements therein).

**WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY**

Supplier: \_\_\_\_\_

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# WD-40 COMPANY PURCHASE ORDER TERMS AND CONDITIONS, DISTRIBUTOR AND SUPPLIER CODE OF CONDUCT, AND CONFLICT MINERALS POLICY

## WD-40 Company Conflict Minerals Compliance Policy

### Conflict Minerals Compliance and Policy for Suppliers.

Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act mandated the adoption of certain disclosure and reporting regulations by the Securities and Exchange Commission ("SEC"). WD-40 Company is required by SEC regulations to determine and disclose the origin of any "conflict minerals" that are necessary to the functionality or production of WD-40 Company's products. The identified conflict minerals generally include the base minerals from which tantalum, tin and tungsten are extracted, and gold (the "3TGs"). For any such conflict minerals contained in the production of WD-40 Company's products, WD-40 Company must then determine whether they originate in the "conflict region" which includes the Democratic Republic of Congo ("DRC") and its adjoining countries. WD-40 Company must file a report annually with the SEC that classifies any of its products that contain these 3TGs as DRC Conflict Free, Not DRC Conflict Free or DRC Conflict.

WD-40 Company operates its business according to certain values and one of those values is that "we value doing the right thing." As such, it is WD-40 Company's policy to assure its customers that it will not knowingly procure any 3TG minerals from the "conflict region" and that all products produced or sold by WD-40 Company are determined to be DRC Conflict Free. It is also WD-40 Company's policy to take immediate action if it determines that any of its products are not conflict free and to transition them to a "conflict free" status. WD-40 Company's Conflict Mineral Policy Statement is also made publicly available to its customers, third-party contract manufacturers and suppliers on WD-40 Company's external website.

Any third-party contract manufacturer or supplier (referred to herein as a "Seller") that provides or sources 3TG minerals used in the manufacture of WD-40 Company products must demonstrate that they understand and are willing to comply with WD-40 Company's Conflict Mineral Policy Statement and all applicable current and future, local, country, and international laws regarding the content and origin of such materials supplied to WD-40 Company. Accordingly, Seller agrees to comply with the following WD-40 Company policy requirements relating to the identification of 3TGs in all supplies and materials included in or used in the production of WD-40 Company products:

1. To supply materials to WD-40 Company or to use materials in the production of WD-40 products or other supplied materials that are "DRC Conflict Free." "DRC Conflict Free" materials are either (1) materials that do not contain any "conflict minerals" (3TG) that directly or indirectly finance armed groups through mining or mineral trading in the Democratic Republic of Congo or an adjoining country, or (2) materials that only contain 3TGs from recycled or scrap sources.
2. To provide WD-40 Company with reasonably requested chain of custody documentation and origin reports relating to any 3TGs included in materials supplied to WD-40 Company or used in its production of WD-40 Company products or other supplied materials and otherwise to cooperate in any required audit thereof.
3. To disclose to WD-40 Company and to cooperate with WD-40 Company if Seller experiences any difficulty in determining the origin of any 3TG minerals included in materials supplied to WD-40 Company or used in its production of WD-40 Company products or other supplied materials.
4. To adopt policies and management systems with respect to the identification, sourcing and chain of custody documentation of conflict minerals and to require that their suppliers adopt similar policies and systems.

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<sup>1</sup> Conflict minerals are from "recycled or scrap sources" if they are from recycled metals, which are reclaimed end-user or post-consumer products, or scrap processed metals created during product manufacturing. Recycled metal includes excess, obsolete, defective and scrap metal materials that contain refined or processed metals that are appropriate to recycle in the production of tin, tantalum, tungsten, and/or gold. Minerals partially processed, unprocessed, or a "bi-product" from another or are not included in the definition of recycled metal.