

Harbor Freight Tools

Supplier Code of Conduct Manual

December 2021

HARBOR FREIGHT



Table of Contents

Overview	3
Social and Environmental Responsibility (SER).....	4
<i>Transparency</i>	<i>4</i>
<i>Minimum Age for Employees/Child Labor</i>	<i>4</i>
<i>Voluntary Labor</i>	<i>5</i>
<i>Compensation</i>	<i>5</i>
<i>Work Hours</i>	<i>5</i>
<i>Non Discrimination</i>	<i>6</i>
<i>Freedom of Association and Collective Bargaining</i>	<i>6</i>
<i>Health and Safety</i>	<i>6</i>
<i>Environmental</i>	<i>7</i>
<i>Grievance Mechanism</i>	<i>7</i>
Corporate Compliance and Ethical Standards	8
<i>Conflicts of Interest</i>	<i>8</i>
<i>Gifts and Entertainment</i>	<i>8</i>
<i>Deception</i>	<i>8</i>
Foreign Corrupt Practices Act	9
<i>Notification</i>	<i>9</i>
Supplier Diversity and Equal Employment Opportunity	10
Product Safety and Intellectual Property.....	11
<i>Product Safety</i>	<i>11</i>
<i>Intellectual Property</i>	<i>11</i>
Country of Origin.....	13
Social Compliance Commitment	14
Compliance Declaration	15

SUPPLIER CODE OF CONDUCT MANUAL

Overview

Harbor Freight Tools is committed to developing and growing our business in a sustainable fashion by providing our customers with products that satisfy their needs in a manner that is socially responsible. The Standards set forth in this Supplier Code of Conduct Manual (the "Standards") have been influenced by many of the principles outlined by the International Organization for Standardization ("ISO") and the International Labour Organization ("ILO"); the Standards operationalize our commitment to continuous improvement and collaboration with our supplier partners.

Harbor Freight Tools' overarching goal is to ensure the production of goods in an ethical and transparent way that contributes to the health and safety of our employees and to the welfare of our society.

The ILO has maintained and developed a system of international labor standards aimed at promoting opportunities for women and men to obtain decent and productive work, in conditions of freedom, equity, security and dignity.

The Standards apply to all of our Suppliers and act as a guideline when doing business with Harbor Freight Tools.

In order to validate compliance with the Standards and to ensure that Suppliers and their factories have met their obligations, Harbor Freight Tools or its representatives may at any time conduct unannounced verification audits. Suppliers must cooperate fully with such audits and are expected to be transparent and collaborate with Harbor Freight Tools representatives (including Harbor Freight Tools approved third-party monitoring firms).

Social and Environmental Responsibility (SER)

Harbor Freight Tools expects all Suppliers to abide by all applicable international, federal, state, and local laws, rules and regulations in the manufacture, assembly, inspection, packaging, storage and handling of merchandise provided to Harbor Freight Tools. This may include, but not be limited to, maintaining building, fire and life safety, and securing proper certifications, licenses, agreements, patents and registrations. All Suppliers are strongly encouraged to exceed Harbor Freight Tools' guidelines and to promote continuous improvement throughout their operations. All Suppliers must at all times be able to demonstrate compliance with these requirements at the request of Harbor Freight Tools or its designated representative(s).

Harbor Freight Tools may at its sole discretion and at any time (without advance notice) conduct Social and Environmental Responsibility (SER) audits at factories producing products for and/or selling products to Harbor Freight Tools. If a Supplier does not have an SER program or corporate responsibility program, Harbor Freight Tools will work with such Supplier to ensure that the Supplier is building internal capabilities to monitor compliance at its facilities, but the Supplier must still comply with the Standards as detailed in this manual. Harbor Freight Tools reserves the right to audit any Supplier's operations involved in the manufacture, assembly, inspection, packaging, storage and handling of merchandise for Harbor Freight Tools. Harbor Freight Tools expects that any changes to the Supplier's company, factory or manufacturing location will be communicated in writing to Harbor Freight Tools for evaluation. In addition, the manufacture of Harbor Freight Tools products must not be relocated from approved facilities without our prior approval.

Transparency

Suppliers are required to provide transparency into their physical factory environments, operations, policies, processes, and relevant records to Harbor Freight Tools or its designated representative.

- Suppliers are required to disclose conditions that may be in conflict with any Harbor Freight Tools standards or any applicable regulations or laws in facilities that manufacture, assemble, inspect, package, store or handle Harbor Freight Tools' goods. Access must be provided to Harbor Freight Tools or its designated representatives to conduct an assessment of the facility manufacturing Harbor Freight Tools' products. This includes access to the facility, confidential employee interviews and any documentation necessary to complete a SER assessment and validate compliance to the Standards.
- Suppliers must disclose the identity, physical location and ownership of all factories that will manufacture or come in contact with Harbor Freight Tools goods, including the use, change or relocation of sub-contractors. Any proposed use of sub-contractors, change from one factory to another, or relocation must be disclosed to Harbor Freight Tools.

Minimum Age for Employees/Child Labor

- Suppliers will not use child labor as legislated by the country where Harbor Freight Tools products are manufactured. We expect our Suppliers to hire employees ("employee" includes all forms of workers, including migrant workers hired directly or indirectly through contract work agencies, labor agencies, recruitment firms, or other sources) who meet at least the local minimum age requirements for employment. Where no laws exist that govern such a requirement, employees under the age of 16 may not be hired. Suppliers must maintain photocopies of birth certificates or other reliable records to demonstrate compliance with this requirement. Employees must retain their own original identification at all times; factory management/administration and labor agencies should not retain employees' original identification, as doing so may be used to coerce and lead to forced or involuntary labor. Suppliers must adhere to their local regulations and labor contracts when employing legal juvenile employees (as defined by local and national law).
- If apprentice programs exist, Suppliers must observe all legal requirements and comply with all applicable conditions as outlined in local laws and regulations, including payment of wages.

Voluntary Labor

Harbor Freight Tools will not accept or tolerate the use of any forced or involuntary labor, either directly or indirectly, by our Suppliers, contractors or subcontractors.

- Employment must be voluntary. Forced, slave, bonded or indentured labor will not be used to manufacture, assemble, inspect, package, store or handle merchandise for Harbor Freight Tools. This prohibition includes the use of forced migrant labor or involuntary convict labor. Employees cannot be required to surrender their identity papers or other original personal documents or pay deposits as a condition of employment. Employees must be free to leave the workplace at the end of their shift and to resign without repercussion. All overtime should be voluntary and should not be in excess of local legal limits.
- Employees shall be employed by Suppliers in strict accordance with relevant international agreements between the receiving and sending countries.

Compensation

Suppliers must compensate all employees with wages, overtime premiums, maximum hours, production rates and other elements of compensation and benefits that meet or exceed legal standards, local industry standards or collective agreements, whichever are higher. Suppliers are encouraged to provide wages and benefits that are sufficient to meet an individual's basic needs and provide some discretionary income for employees and their families.

- Suppliers and factory management must compensate all employees in accordance with local regulations and where applicable with contractual agreements.
- Employees must be provided with written and understandable details regarding their employment and compensation. Deductions from wages must not be made without the express permission of employees and must not be made as a disciplinary measure.
- Suppliers must have a system in place to verify and accurately record payroll, deductions and the hours worked by employees as mandated by local laws.
- All employees, including trainees, must be paid at least the cash equivalent of the legal minimum wage. Employees must be paid directly on a regular basis per a published schedule. At a minimum, legally mandated benefits, including insurance, must be provided to all employees without onerous, unjust or disproportionate deductions from their compensation.
- Employees must have access to their accurate and complete personal earnings records, kept according to Generally Accepted Accounting Principles or International Financial Reporting Standards. Harbor Freight Tools encourages the use of an electronic, facial-recognition or fingerprint time-keeping system to ensure accurate recordkeeping of hours worked.

Work Hours

Suppliers must provide employees with humane working conditions and hours.

- Employees must not work more hours in one week than allowable under applicable laws.
- Factories must grant employees permission to leave the factory under reasonable circumstances, such as personal or family emergencies, without disciplinary penalty. Factories must never physically prevent or delay employees from leaving the facility or its grounds.

- Employees must be properly compensated for overtime work as required by law, and overtime should be voluntary and within the local legal limits.
- Employees must be allowed at least one uninterrupted, 24-hour rest period after every 6 consecutive days worked.

Non Discrimination

Employment should be based solely on the individual's ability and willingness to perform the job requirements and not based on personal characteristics. This standard should apply to all aspects of employment, including, but not limited to, hiring, salary, benefits, training, promotion, advancement, discipline, termination or retirement.

- Suppliers must implement hiring practices that accurately verify an employee's age and legal right to work in the locality and country prior to employment.
- Suppliers shall not discriminate on the basis of race, color, national origin, gender identity, sexual orientation, religion, disability, age, parental status, pregnancy or other similar factors in hiring practices or any other term or condition of work, including assignment of work, occupational training, advancement, promotion, wages and other compensation, granting of social benefits, discipline or termination.
- Suppliers are expected to have a commitment to basic principles of human rights. Suppliers must treat all employees with respect and dignity. Suppliers must not use or permit corporal punishment or any other form of physical or psychological coercion including verbal abuse and sexual harassment. Suppliers shall implement reasonable procedures for disciplining and/or terminating employees for any violation of these standards. Suppliers must maintain appropriate documentation of these actions.
- Suppliers shall not use monetary fines as a punitive disciplinary practice.

Freedom of Association and Collective Bargaining

Suppliers must recognize and respect the right of employees to freely associate and collectively bargain as required by law.

Health and Safety

Harbor Freight Tools requires that its Suppliers provide a safe and healthy working environment in accordance with applicable local laws and shall have a comprehensive set of employment/personnel policies and procedures that are fully communicated to their workforce.

- Building and fire safety is of primary concern to Harbor Freight Tools because this is an area that is directly controllable when we invest the proper resources, and where we can make actual measurable improvements towards employee safety and health.
- All facilities used in the manufacture, assembly, inspection, packaging, storage and handling of merchandise must comply with relevant national and local building codes and fire safety regulations.
- If building infrastructure changes are required by law but the changes will take some time to implement, Suppliers must implement controls to ensure safety of all employees.
- All facilities must demonstrate understanding of and compliance with relevant national and local fire safety requirements. This includes management controls to ensure associate understanding and regular fire drills to practice and drive continuous improvement.

- All facilities should have an evacuation plan that is visibly posted. Building evacuation drills should be conducted at least twice a year so employees are trained on evacuation pathways and exits.
- All facilities should have first aid kits readily available and at least one (1) associate trained in basic first aid onsite during business hours, and at all times if dormitories are present.
- Employers who offer residential and food preparation facilities must ensure that these facilities provide their inhabitants with a safe and healthy living environment, in accordance with all applicable laws and regulations.
- Employers are required to provide appropriate personal protective equipment (PPE) for hazardous work conditions to all employees exposed to such conditions. PPE shall be provided at no cost to employees. Employers shall ensure the proper use of PPE by employees through regular training.

Environmental

Suppliers must ensure every manufacturing facility complies with national and local environmental laws, including all laws related to waste disposal, air emissions, discharges, toxic substances and hazardous waste disposal. Suppliers must validate that all input materials, including wood and “conflict materials,” were obtained from permissible sources, consistent with international treaties and protocols in addition to local laws and regulations.

- All legally required environmental permits (e.g. water and air discharge permits) and registrations are to be obtained, maintained and kept current, and their operational and reporting requirements are to be followed.
- Air emissions 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 as required by applicable law prior to discharge.
- Waste discharge must be handled as required by applicable law prior to discharge.
- Suppliers must adhere to all applicable laws and regulations regarding product content restrictions, prohibition or restriction of specific substances including labeling laws (for both source and end market countries) and regulations for recycling and disposal. A complete Safety Data Sheet (SDS) for any applicable product or component, including all chemical ingredients, related Chemical Abstract Service (CAS) # and percentage of each ingredient must be provided to Harbor Freight Tools whenever requested.
- Suppliers must post Safety Data Sheets (SDS) for all chemicals used at the manufacturing site, in the local language, near storage and use of chemicals. In addition, all chemicals should be stored in secondary containers to guard against leaks and spills.

Grievance Mechanism

Suppliers must foster conditions in which factory employees can freely communicate grievances and complaints and expect prompt and reasonable action. A formal grievance mechanism process must be accessible and communicated to all employees in the facility.

The grievance mechanism must make it easy for employees to report complaints anonymously, as well as ensure that no negative consequences and/or punishments result from employees voicing their concerns.

Corporate Compliance and Ethical Standards

Harbor Freight Tools has a strong commitment to ethics and integrity, and we conduct our business in a responsible manner. Harbor Freight Tools expects that Suppliers will abide by all applicable laws, rules and regulations in the manufacture, assembly, inspection, packaging, storage and handling of merchandise for Harbor Freight Tools. Ethics and integrity are the foundation of our Supplier relationships, and all Suppliers are required to meet or exceed Harbor Freight Tools' Corporate Compliance and Ethical Standards. The guidelines below detail these standards and are part of all new and/or renewed commercial agreements with Harbor Freight Tools.

Conflicts of Interest

Suppliers and Harbor Freight Tools employees must not enter into transactions or other relationships that create a conflict of interest or the appearance of a conflict of interest.

- A conflict of interest occurs when an individual's private interest interferes (or appears to interfere) in any way with the interests of Harbor Freight Tools. As conflicting loyalties impair an employee's ability to make objective decisions, conflicts of interest must be avoided.
- A conflict of interest can result from certain direct or even indirect (e.g., through family members, friends, other business contacts, etc.) relationships between an employee and a Supplier or competitor.
- A conflict exists when the parties to the relationship give or receive (or appear to give or receive) unfair advantages or preferential treatment. Conflicts of interest also arise when an employee or a member of his or her family receives improper personal benefits as a result of his or her position with Harbor Freight Tools and its partners, which raises suspicion about an associate's integrity and may cause damage to the reputation of Harbor Freight Tools.
- Harbor Freight Tools expects all Suppliers to be aware of this policy and to avoid contributing to a conflict of interest or the appearance of a conflict of interest. Any involvement by a Supplier in any conflict may be grounds for a termination of business.

Gifts and Entertainment

Harbor Freight Tools has a zero tolerance policy for receiving gifts and entertainment when such conduct is intended to or could reasonably give the appearance of intent to influence the recipient, violate Harbor Freight Tools' Policies or violate the law. This policy does not change during traditional gift-giving seasons or during events sponsored by Harbor Freight Tools. Gifts and entertainment apply to anything received as a result of an actual or potential business relationship and for which the recipient does not pay face value. Examples of gifts and entertainment include: meals, travel and travel accommodations for business or vacation purposes, cash (including seasonal red envelopes), tickets to sporting or cultural events, discounts not available to the general public, gift certificates, supplier product samples for personal use, wine or alcohol and any other merchandise or services.

Deception

Suppliers must not willfully conspire to deceive anyone while doing business with Harbor Freight Tools.

- Suppliers must ensure that all timecards, payroll, safety certifications and other records at the facility accurately reflect manufacturing conditions at the facility.

- Suppliers providing fraudulent documentation, or statements with a willful intent to deceive, will be in direct violation of the Standards.
- Suppliers agree to maintain true and accurate copies of all records at the facility in their original form and will not alter any documents for any reason. Document retention should be consistent with national and local requirements.

Suppliers agree to not apply pressure on third parties or agents to influence positive results on lab testing, social responsibility, CTPAT (Customs-Trade Partnership Against Terrorism) or any other factory audits. This includes offering cash or other items of value to Harbor Freight Tools employees, external third parties or agents.

Foreign Corrupt Practices Act

The U.S. Foreign Corrupt Practices Act (the “FCPA”) is a criminal statute that prohibits the corrupt payment of money or giving of things of value, i.e., “bribes,” to foreign officials in order to obtain or retain business. Harbor Freight Tools’ strong commitment to ethical conduct and to open and fair business conducted worldwide encompasses compliance with applicable U.S. and international laws, including the FCPA. Harbor Freight Tools employees and agents should understand that any actions taken by them on behalf of Harbor Freight Tools in violation of the FCPA create criminal exposure for themselves, the company and, in certain circumstances, its foreign subsidiaries. Harbor Freight Tools expects each of its employees to comply willingly and completely with the FCPA and this Policy.

Suppliers may not offer or give anything of value to a foreign official, a foreign political party official, a foreign political party or a candidate for foreign political office that might be considered a bribe. Suppliers must make accurate and complete entries in their records and follow generally accepted accounting procedures as required by local law. Suppliers may not make any false or misleading entries on their books and records.

Violation Reporting

Harbor Freight Tools encourages Suppliers to contact us if an employee ever asks the Supplier to do anything that infringes upon these standards. Harbor Freight Tools provides an e-mail address to be used by Suppliers to report violations of company policy pertaining to receiving or soliciting gifts, bribes or kickbacks, disclosure of confidential information, or a conflict of interest.

If any Supplier is aware of a situation where there may be a violation of company policy pertaining to receiving or soliciting gifts, bribes or kickbacks, disclosure of confidential information, a conflict of interest, or any other violation of these Corporate Compliance and Ethical Standards, they should immediately notify Harbor Freight Tools at codeofconduct@harborfreight.com.

Notification

Suppliers will take appropriate steps to ensure that the provisions of this Supplier Code of Conduct Manual are communicated to their employees.

Supplier Diversity and Equal Employment Opportunity

Harbor Freight Tools is committed to promoting economic growth through diversity by offering competitively priced, high-quality products to our customers. One of the ways Harbor Freight Tools will achieve growth is through a comprehensive Supplier diversity business strategy that includes working with a variety of businesses.

Equal Employment Opportunity – Affirmative Action Statement

Harbor Freight Tools supports and complies with both the spirit and the intent of Executive Order 11246, 29 CFR Part 471 Appendix A to Subpart A, the Civil Rights Act of 1964, the Americans with Disabilities Act, the Vietnam Era Veterans Readjustment Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and other pertinent federal and state laws and regulations which are designed to promote equal employment opportunity. Domestic suppliers are advised that, in accordance with these laws and regulations as well as under certain contractual conditions, it and its contractors and subcontractors are obliged to take affirmative action to provide equal employment opportunity without regard to race, color, religion, national origin, age, sex, physical or mental disability, or status as a qualified disabled veteran, recently separated veteran, other protected veteran or Armed Forces service medal veteran.

Product Safety and Intellectual Property

Product Safety

The safety of products being sold by Harbor Freight Tools is of crucial concern to us. Harbor Freight Tools requires that Suppliers and manufacturers comply with all applicable legal and regulatory safety requirements; conduct routine safety tests in-house and by independent, certified third-party testing laboratories when required; or use equivalent procedures when not specifically required to use certified laboratories.

- Suppliers shall clearly identify compliance with all applicable regulatory and safety requirements and certifications for all products prior to production. Examples of such certifications include but are not limited to: UL, ETL, CSA, ANSI, EPA, CARB, ASME, FMVSS, UN 38.3, Safe Transport, Fabric Content, etc. Suppliers shall furnish Harbor Freight Tools with all related certifications and compliance documents before sending test samples to Harbor Freight Tools Quality Assurance Department (“HFT QA”). No product shall be produced prior to receiving the proper certifications unless Harbor Freight Tools issues special written permission to take such action in each instance. It is the Supplier’s responsibility to obtain the proper certification documentation at Supplier expense and in a reasonable timeframe so as not to disrupt time to market and/or planned purchase order dates.
- All products supplied to Harbor Freight Tools must have applicable compliance and/or safety labels which must meet the applicable industry guidelines including the proper adhesive.
- With respect to new or improved products or new Suppliers, Harbor Freight Tools may first test a limited number of production samples in order to evaluate and qualify a factory’s product’s safety, performance and packaging. The products may be evaluated at any HFT QA lab, Harbor Freight Tools designated third-party lab and/or within the factory, as determined by Harbor Freight Tools. The initial samples will be retained as a historical reference for all future production. The Supplier shall comply with all HFT QA test protocols and methods. Harbor Freight Tools also reserves the right to conduct ongoing product testing at any HFT QA lab, Harbor Freight Tools designated third-party lab and/or within the factory, as determined by Harbor Freight Tools.
- It is the sole responsibility of the Supplier to seek out approval from HFT QA for any changes to the agreed upon specifications in each instance. Failure to comply with the Harbor Freight Tools specification process may result in monetary penalties and/or cancellation of purchase orders.

If a product sold by Harbor Freight Tools becomes subject to a recall, Supplier agrees to work with HFT QA, its lawyers and/or any other designated party engaged directly or indirectly by Harbor Freight Tools to provide any needed information and to assist in the management of the recall. Supplier agrees to work closely with Harbor Freight Tools and any appropriate regulatory agencies to remove the product from the market as quickly as possible. In some instances, when legitimate concerns about materials or processes are raised in the absence of a regulatory standard, Suppliers will assist Harbor Freight Tools to isolate or remove products from shipment or retail, pending more definitive study. In all circumstances, Suppliers must stand behind the quality and safety of their products and take such actions that are in the best interests of Harbor Freight Tools’ customers.

If Supplier sells Harbor Freight Tools a product that is similar to a product that is subject to a recall (same failure mode or root cause), Supplier shall immediately notify Harbor Freight Tools.

Intellectual Property

Harbor Freight Tools respects the valid intellectual property rights of others. Suppliers must certify to Harbor Freight Tools all rights they claim are owned in the products they supply to Harbor Freight Tools and that their products do not knowingly violate or infringe upon the intellectual property rights of others. This certification may include, but is not limited to, providing Harbor Freight Tools with an opinion of United States intellectual property counsel, and/or appropriate licenses, agreements, patents and/or registrations.

Any innovations or product improvements created in whole or part by Harbor Freight Tools shall be deemed to be the intellectual property of Harbor Freight Tools and shall remain the exclusive property of Harbor Freight Tools at all times. Suppliers may be asked to acknowledge this ownership by Harbor Freight Tools at the onset of a specific project and may be required to sign an Intellectual Property License Agreement or similar agreement upon completion of development.

Country of Origin

The country of origin is the country of manufacture, production or growth of an item. Proper determination of country of origin can affect rate of duty, eligibility for Free Trade Agreements, tariffs, anti-dumping and countervailing inclusions or exclusions to scope, admissibility of products into United States and more. Materials or components sourced from other countries and manufacturing processes performed in other countries must be disclosed to Harbor Freight Tools.

Factories will be inspected by Harbor Freight Tools' inspectors and engineers to ensure components used in the production and manufacturing processes are verified. Furthermore, products must be directly exported from the factory to the United States.

Country of Origin Marking and Labeling

Suppliers must ensure that all merchandise (or the outermost retail container) is accurately and clearly marked or labeled with its country of origin and other labeling information in compliance with the laws of the country in which the merchandise was manufactured and the countries in which the merchandise will be sold.

Social Compliance Commitment

At Harbor Freight Tools, we view each person in our Supply Chain as an extension of our community. As such, we believe it is important to provide the individuals who make our products with healthy, safe and fair working conditions.

Given the company's current size and future plans for development, we are facing internal and external pressures to ensure that Harbor Freight Tools and our Suppliers follow international human rights, environmental and trade compliance standards. In light of meeting these requirements, we need to respond to law updates by continuously refining our Social Responsibility and CTPAT programs.

In order to assess factory conditions, we have selected reputable third party monitoring firms to conduct social compliance and CTPAT audits.

Initial audits as well as subsequent annual re-audits will be paid by Harbor Freight Tools.

Typically, audits will be announced with a 2-week window via e-mail or phone call from a representative of the third party audit firm and via e-mail by Harbor Freight Tools' Corporate Social Responsibility Manager. You will be required to accept this window; if you accept the 2-week window and then discover you will not be able to grant access to the auditor(s), it is your responsibility to inform the third party firm immediately so they can reschedule. Failure to reschedule with the auditor in advance or denying access to the factory will result in the Supplier being responsible for the full audit fee as well as other potential penalties or termination of Supplier's business relationship with Harbor Freight Tools.

Harbor Freight Tools expects that you will grant the auditors full access to your factory so that they can conduct a thorough audit.

If you desire further explanation, you may contact codeofconduct@harborfreight.com.

Compliance Declaration

I, _____ (authorized Supplier representative's name),
_____ (authorized Supplier representative's title)
of _____, (company name of Supplier)
("Supplier") declare that as a supplier of product to Harbor Freight Tools USA, Inc. and its parents and subsidiaries ("Harbor Freight Tools"), Supplier certifies that:

- Supplier complies with the standards set forth in Harbor Freight Tools' Supplier Code of Conduct Manual, as amended from time to time (the "Standards");
- Supplier complies with all applicable laws and regulations, including those pertaining to labor, environmental and health and safety of its facilities and employees;
- Supplier does not manufacture or produce in Xinjiang or the Xinjiang Uyghur Autonomous Region (XUAR);
- Supplier's sub-suppliers and components suppliers do not manufacture in Xinjiang or XUAR, and that no parts or raw materials originate from Xinjiang or XUAR;
- Supplier does not knowingly facilitate the forced labor of Uyghurs, Kazakhs, Kyrgyz, or any members of other Muslim or any other groups in Xinjiang, XUAR or elsewhere;
- Supplier does not employ involuntary labor in any part of its supply chain by anyone located in Xinjiang or XUAR;
- Supplier will monitor its compliance with the Standards and will disclose in a timely manner to Harbor Freight Tools any failure of compliance;
- Supplier has disclosed all of its factories (whether owned or designated) and sub-contractors producing or manufacturing merchandise for Harbor Freight Tools;
- Supplier will maintain records of assessments or audits conducted at its factories (whether owned or designated) and of any corrective actions undertaken in response to such assessments or audits; Supplier shall make such records available for review and inspection by Harbor Freight Tools or its duly appointed agent(s) or representative(s) upon request. Records must be retained for the life of the relationship and should include but not be limited to: compliance testing, quality assurance testing, social responsibility, standard certifications, etc.;
- Supplier will maintain production and business records in accordance with standard accounting practices, such as Generally Accepted Accounting Principles or International Financial Reporting Standards, and shall make such records available for review and inspection by Harbor Freight Tools or its duly appointed agent(s) upon request;
- Supplier accepts the 2-week audit window as announced by Harbor Freight Tools' chosen third party audit firm and understands that denying access to the factory will result in the Supplier being responsible

for paying the **full audit fee**, as well as other potential penalties and/or termination of Supplier's business relationship with Harbor Freight Tools; and

- Supplier will provide Harbor Freight Tools or its duly appointed agent(s), as directed by Harbor Freight Tools, with updates regarding any remediation efforts required as a result of deficiencies identified during any audit performed by Harbor Freight Tools or its duly appointed agent(s).

By signing this Compliance Declaration, Supplier agrees to comply with all of the obligations contained in the Standards and this Compliance Declaration. Furthermore, Supplier accepts that (i) if Supplier fails to comply with any of the terms and conditions of the Standards or this Compliance Declaration or (ii) if U.S. authorities (or authorities in the country of importation) allege that Supplier's goods are made with forced labor, Harbor Freight Tools may terminate its business relationship with Supplier, cancel any pending purchase orders with Supplier, and refuse delivery of any Supplier merchandise.

By: _____ Dated: _____, 20_____

Must be completed by an officer of the company (CEO, President, Vice President, General Manager, etc.)

(Signature)

(Print Name and Title of Signatory)

(Seal or Chop)