



## Supplier Code of Conduct Table of Contents

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# Supplier Code of Conduct

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At Ryder, we believe acting ethically and responsibly is not only the right thing to do, but also the right thing to do for our business. Ryder has developed this Supplier Code of Conduct (“Supplier Code”) to clarify our expectations in the areas of human rights, labor practices, business integrity, anti-corruption, export controls, associate health and safety, and environmental management. Ryder’s Supplier Code of Conduct is intended to complement Ryder’s Principles of Business Conduct and the company’s other policies and standards referenced therein. Suppliers, vendors, contractors, consultants, agents, subsidiaries, joint ventures, divisions, affiliates and other providers of goods and services who do business with Ryder entities worldwide are expected to follow this Code. These standards apply to individuals and organizations (Suppliers doing business with Ryder) that provide materials, services and personnel to Ryder or any of its affiliates either directly or indirectly through the use of contractors, agencies, consultants, distributors, temporary labor or other intermediaries (“Suppliers”).

Ryder believes in doing business with Suppliers who comply with applicable law and have high ethical standards. Ryder understands that Suppliers generally have their own codes of conduct; however, it is important that Suppliers understand that Ryder’s employees are required to conduct themselves in accordance with Ryder’s Principles of Business Conduct (available at [www.ryder.com](http://www.ryder.com)). Ryder will not tolerate illegal or unethical behavior from our employees or from Suppliers or their subcontractors.

## **1. Reporting Mechanism and Policy Against Retaliation**

If a Supplier believes that a Ryder employee or other Supplier has violated the Principles outlined below or on our website (noted above), the Supplier should and is expected to report the violation as soon as possible to any one of the following: (i) the Ryder HELPLINE at 1-800-815-2830 or via [Helpline.ryder.com](http://Helpline.ryder.com) 24 hours a day, seven days a week; (ii) the Compliance & Ethics Department at [ethics@ryder.com](mailto:ethics@ryder.com); (iii) Ryder’s Human Resources personnel; (iv) or the Vice President of Internal Audit Services at (305) 500-4255.

The following standards and actions are expected of our Suppliers, their agents and their employees:

## **2. Compliance with Employment Laws**

Suppliers are required to comply with legal requirements regarding the employment relationship with their own employees, and any agents that they hire to do work for Ryder, including compliance with all applicable wage and hour laws, tax requirements, and all laws prohibiting discrimination, harassment and retaliation. Further, they are required to treat Ryder employees and customers in a professional manner and consistent with any laws that might govern the relationship between the parties.

### **2.1 Hiring and Employment Practices**

Suppliers’ hiring practices must include verification of workers’ legal right to work in the country and ensure that all mandatory documents, such as work permits, are available. Suppliers are expected to support diversity and equal opportunity in their workplaces and create a work environment in which employees and business partners feel valued and respected. Employment decisions must be based on qualifications, skills performance and experience. Suppliers must prohibit discrimination and harassment, including unwelcome verbal, visual, physical, or other conduct of any kind that creates an intimidating, offensive or hostile work environment, based on race, color, gender, nationality, age, creed, national origin or ancestry, physical or mental disability, medical condition, pregnancy, veteran status, union membership, sexual orientation, gender identity or expression, religion, marital status, genetic information or characteristics, or any other status protected by federal, state or local law.

In addition, for all Suppliers for which their employees perform work for Ryder, such as Contingent Labor Suppliers, they must have legally compliant written policies prohibiting harassment, discrimination and retaliation and distribute such policies to all employees who perform work for Ryder.

## 2.2 Human Rights and Ethical Labor Practices

Ryder fully supports legislative efforts to protect human rights and enforce ethical labor practices. Suppliers are required to implement policies and procedures to ensure that they do not engage in or support forced labor or unlawful child labor.

- A. *Forced Labor:*** Employment decisions must be based on free choice, and there may be no human trafficking, involuntary, coerced slavery or prison labor, and no use of physical punishment or threats of violence or other forms of physical, sexual, psychological or verbal abuse as a method of discipline or control.
- B. *Child Labor:*** Suppliers must adhere to the minimum employment age limit defined by national law or regulation, and comply with relevant International Labor Organization (ILO) standards. In no instance shall a Supplier permit children to perform work that exposes them to undue physical risks that can harm physical, mental or emotional development or improperly interfere with their schooling needs.

Ryder is proud of its reputation and record for integrity and respect in dealing with our own employees, and expects nothing less of our Suppliers in their dealings with their workforce. Suppliers must adopt and maintain terms of employment for their employees that comply with local law and requirements of decency. We are committed to ensuring that working conditions in our supply chain are safe, that workers are treated with respect and dignity, and that our processes are environmentally and socially responsible.

## 3. Conflicts of Interest

Suppliers are prohibited from giving or promising anything of value to Ryder employees that could inappropriately influence Ryder's business decisions or gain an unfair advantage. Accordingly, employees of Ryder should act in the best interest of the Company. A conflict of interest may occur when a Ryder employee's personal interests interfere or appear to interfere with Ryder's interests. Perceived conflicts of interest can be as damaging as actual conflicts. Suppliers and Ryder employees must avoid the appearance of impropriety at all times. In addition, Ryder employees with authority in the procurement process have a special responsibility to avoid the appearance of impropriety. Procurement authority is defined as being engaged in the source selection and/or negotiation process with Suppliers, as well as being in a position to determine that goods and services delivered meet the stated requirements.

**3.1** Ryder expects its Suppliers to adhere to Ryder's Gifts and Entertainment policies and procedures. The following applies to all Suppliers:

- A. *Gifts from Suppliers*** – Ryder strictly prohibit Suppliers from offering Ryder employees or representatives any gifts or gratuities of greater than \$100 USD in value. A gift with a value of \$100 USD or less may be acceptable under the following circumstances: it does not influence or have the appearance of influencing objective decision-making; occurs no more than one time per year; arises out of the ordinary course of business; must be for a special occasion such as holiday or anniversary and does not violate the Supplier's policies. Cash gifts, gratuities or gift cards regardless of amount, are strictly prohibited.
- B. *Entertainment*** – Business Entertainment may be accepted by Ryder employees or representatives under certain circumstances. The following applies to all Suppliers when entertaining Ryder employees or representatives:
  - The value of business meals must be under \$100 per person and should not be excessive, lavish or unreasonable.

- In the interest of fostering positive business relationships, a Supplier may invite a Ryder employee or representative to one low value sporting or cultural event, one time per year, if the Supplier is also present.
- Ryder employees are prohibited from entertainment at adult establishments.

**3.2** Suppliers and Ryder employees should report any violations of this section to Ryder's Compliance & Ethics Department at [ethics@ryder.com](mailto:ethics@ryder.com) or by calling (305) 500-4591. In addition, Suppliers cannot employ Ryder employees without prior written approval by the Compliance & Ethics Department.

Suppliers are also expected to disclose actual or potential conflicts of interest of Ryder employees to the Compliance & Ethics Department.

## **4. Whistleblower Protection and Retaliation**

In connection with Ryder business, Suppliers shall maintain whistleblower confidentiality and prohibit retaliation against workers who participate in such programs in good faith and shall refuse an order that is in violation of Ryder's Supplier Code of Conduct. Moreover, Supplier must prohibit retaliation against employees who raise complaints regarding Supplier's policies against discrimination and harassment, participate in the investigation of any complaint, or engage in any other protected activity under federal, state and local laws. Suppliers shall provide and promote an anonymous complaint mechanism for workers to report workplace grievances in accordance with local laws and regulations. If Supplier receives or becomes aware of any complaints involving Ryder employees, Supplier must immediately notify Ryder as set forth in Section 1.

## **5. Bribery and Corruption, Anti-Boycott and Anti-Money Laundering**

**5.1** Ryder develops and maintains good relationships and effective communications with all levels of government in all areas in which we conduct business, and complies with all domestic and international anti-bribery laws, such as the Foreign Corrupt Practices Act (FCPA) and the U.K. Bribery Act of 2010 which prohibits any type bribery, corruption, kick-backs, extortion, embezzlement or attempt to improperly influence for the purpose of obtaining or retaining business.

Suppliers must comply with FCPA, UK Bribery Act and all applicable laws and regulations with respect to doing business with the governmental agencies at the state, local and federal level, as well as international laws, regulations and conventions.

**5.2** Ryder also prohibits commercial bribery, which refers to gaining improper advantage by offering something of value to an intermediary (i.e., a customer's employee) with the intent of influencing the customer in order to obtain or retain their business. Employees, Suppliers, and agents acting on behalf of Ryder are strictly prohibited from accepting anything of value that may be considered influential from any Supplier that Ryder does (or may do) business with. This ban applies even when local laws may permit such activity.

**5.3** Suppliers must maintain accurate financial books and business records in accordance with all applicable legal and regulatory requirements and accepted accounting practices.

## **6. Trade Restrictions/Export Controls**

**6.1** Suppliers must abide by all economic sanctions or trade embargoes that the United States has adopted, whether they apply to foreign countries, political organizations, or particular foreign individuals and entities.

**6.2** Suppliers must also comply with all laws related to Trade Restrictions and Export Controls, the U.S. Anti-Boycott Act, and Anti-Money Laundering and the Office of Federal Asset Control provisions related to doing with business with known or suspected terrorists or illegitimate sources of funding.

**6.3** Suppliers must not directly or indirectly engage in or support any terrorist activity. Neither Suppliers nor any of their affiliates, nor any officer or director of the Supplier or any of its affiliates, should be included on any lists of terrorists or terrorist organizations compiled by the United States government or any other national or international body, including but not limited to:

- a) The U.S. Treasury Department's Specially Designated Nationals List;
- b) The U.S. State Department's Terrorist Exclusion List;
- c) The U.S. State Department's Nonproliferation Sanctions List;
- d) The U.S. Department of Commerce Entity List.
- e) The U. S. Bureau of Industry and Security - Denied Persons List
- f) The U. S. Bureau of Industry and Security - Unverified List
- g) The European Union Financial Sanctions List

## **7. Confidential or Proprietary Information**

**7.1** Confidential and proprietary information includes, but is not limited to Ryder's and its customers' intellectual property; trade and business secrets; best practices; customer requirements; copyrights; patents; logos; trademarks; employee data; customer, and Supplier lists; computer-generated reports; data used in the course of business; costs; profit and loss statements and non-public financial data; markets; plans for future development; corporate strategy; contracts with other parties; product lines and products; bids and quotes; pricing information, and other business information not available to the public. Ryder does not encourage and will not accept proprietary information regarding Ryder customers or competitors received in an un-authorized manner and Suppliers are advised to not disclose such information to Ryder employees. Disclosure of such information by Suppliers shall be considered a breach of contract with Ryder in addition to any other violations under applicable law.

**7.2** Both during and after their relationship with Ryder, Suppliers may not disclose, copy, sell or distribute Ryder's or its customers' confidential and proprietary information to any third party, unless it is specifically authorized in writing by Ryder in its sole and absolute discretion. Suppliers must immediately return or destroy all Ryder-related information, equipment and property in their possession upon the termination of the relationship and upon Ryder's request. Ryder will take legal action, if appropriate, against Suppliers who improperly disclose Ryder or its customers' confidential information or trade secrets to unauthorized parties.

**7.3** The Company complies with the applicable privacy and data protection laws in the countries in which we operate and expects Suppliers to do the same.

## **8. Environmental Policy**

Suppliers are key partners in Ryder's commitment to sustainable development, environmental protection, and pollution prevention in its business of providing transportation and logistics solutions around the world. Therefore, Ryder prefers to partner with Suppliers that have environmental management programs and contribute toward continuously enhancing the environmental performance and reducing the environmental footprint of the goods and services they provide.

**8.1** Suppliers shall comply with all of Ryder's requirements, as well as applicable environmental local, state, federal, and international laws. In addition, if a Supplier is aware of any condition that would put Ryder at risk of compliance with any environmental law, the Supplier is required to immediately disclose the risk to the appropriate Ryder management.

**8.2** Supplier shall endeavor to deploy products, processes, and technologies for the manufacturing and/or provisioning of goods and services to Ryder in accordance with the following environmental objectives:

- A. *Material Sourcing and Efficiency:*** minimize use of and reliance on natural resources (i.e., raw materials) and use of best practices that support circularity (i.e., material redesign, reduction, substitution, reuse, recycling).
- B. *Biodiversity:*** consider and limit negative impacts on ecosystems (i.e., deforestation, destruction or degradation of critical wildlife habitat).

- C. **Water and Wastewater:** minimize water use and seek opportunities to reuse and recycle water. Also, limit effluents and pollution into waterways beyond the requirements set forth in environmental local, state, and federal laws.
- D. **Air Quality:** limit air pollutants from entering the atmosphere beyond the requirements set forth in environmental local, national, state, and federal laws.
- E. **Waste and Hazardous Materials:** minimize waste generation (i.e. packaging) and responsibly dispose of or recycle waste.
- F. **Greenhouse Gas Emissions and Energy:** continuously strive to reduce CO2e and other greenhouse gas emissions generated from the manufacturing or provisioning of goods and services.

Supplier may be asked to periodically meet with Ryder's Environmental Services team to partner on environment and sustainability programs. The goal of these partnership meetings is to mutually introduce company sustainability objectives and discuss opportunities for increased alignment and collaboration toward Ryder's environment and sustainability goals. Upon request or where required by law, Supplier shall monitor, track, and regularly report environmental performance metrics including waste streams, greenhouse gas emissions, and other metrics in the above focus areas. Where data is not immediately available, Supplier shall work with Ryder to begin capturing this data within one year from the initial request.

## 9. Health and Safety

Suppliers must provide workers with a safe and healthy work environment. They should take proactive measures that support accident prevention and minimize health risk exposure. Suppliers shall comply with all applicable safety and health laws and regulations in the countries in which they operate.

## 10. Antitrust and Fair Dealing Policy

Suppliers will strictly comply with all applicable antitrust laws, trade practice laws and any other laws, rules and regulations dealing, for example, with monopolies, unfair competition, restraints of trade and competition, and relationships with competitors and customers. Suppliers shall deal fairly with all customers and competitors and will not take unfair advantage of any company through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practices. Suppliers will not enter into agreements with competitors and other acts, which may unfairly impact competition, including, but not limited to, price fixing and market allocations.

## 11. Penalties

Violation by Suppliers of any of the Principles described above or on the website or any law will lead to serious administrative and operational action, up to and including termination of contracts for breach and/or the elimination of Supplier from Ryder's bidders list and the cancellation of any future business relationship.

## 12. Contacts

**To Contact Sourcing**  
[Sourcing@ryder.com](mailto:Sourcing@ryder.com)  
 Ryder System, Inc. Strategic  
 Sourcing 11690 NW 105 Street  
 Miami, FL 33178

**For questions related to this Code**  
[ethics@ryder.com](mailto:ethics@ryder.com)  
 (305) 500-4591  
 Ryder System, Inc.  
 Compliance & Ethics Department  
 11690 NW 105 Street  
 Miami, FL 33178

**To report a violation of this Code**  
 Contact the 24/7 Helpline at  
[www.Helpline.ryder.com](http://www.Helpline.ryder.com)  
 or call (800) 815-2830  
 Or  
 Contact the Compliance & Ethics  
 Department at [ethics@ryder.com](mailto:ethics@ryder.com)  
 (305) 500-4591