

# SUPPLIER CODE OF CONDUCT



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## > SUPPLIER CODE OF CONDUCT

**WE DO BETTER.** Rush Enterprises and its affiliated companies (“Rush”) are committed to doing business ethically, with integrity and in compliance with all applicable laws, regulations and industry standards, and it expects its business partners, including all suppliers of goods and services (“Suppliers”), to share those values and act accordingly. This Supplier Code of Conduct outlines certain requirements that Suppliers must follow, and any failure to comply with these requirements may result in corrective action, up to and including termination of the Supplier’s relationship with Rush Enterprises.

## I. HUMAN RIGHTS, WORKING CONDITIONS AND THE RIGHTS OF SUPPLIERS' EMPLOYEES.

- A. Human Trafficking and Forced Labor: Suppliers shall employ only those who are legally authorized to work and who choose to do so voluntarily. Slavery, forced or coerced labor, bonded labor, indentured servitude, involuntary prison labor and any other form of exploitation are strictly prohibited. Suppliers' employees shall not be subject to unreasonable restrictions on movement within the workplace, and Suppliers shall not withhold their employees' identification or travel documents. Suppliers shall not engage in or support any form of human trafficking.
- B. Child Labor: Suppliers shall verify the age of all prospective employees and shall not use child labor in violation of applicable laws. In addition, Suppliers shall not employ any person who is less than fifteen years old, unless such employment is undertaken pursuant to an apprenticeship or other program that is expressly authorized by law, is clearly beneficial to the individual and neither improperly interferes with the individual's education nor threatens his or her physical, mental or emotional development.
- C. Wages and Benefits: Suppliers shall fully comply with all applicable labor and employment laws and regulations, including all applicable laws regarding wages and mandated benefits.
- D. Dignity and Respect: Suppliers shall treat all employees fairly and with dignity and respect. Suppliers shall not discriminate against current or prospective employees on grounds of race, color, religion, sex, gender, sexual orientation, ethnicity, national origin, citizenship, age, genetic information, physical or mental disability, veteran status or any other protected basis. Suppliers shall be committed to creating a workplace free of harassment and shall not subject workers to any form of harsh or inhumane treatment, including sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or abuse. Retaliation against employees who raise grievances in good faith is strictly prohibited.
- E. Privacy: Suppliers shall comply with applicable privacy laws and regulations and reasonably respect the privacy rights of their employees and any other parties with whom they do business.
- F. Freedom of association: Supplier shall respect the right of workers to join and organize associations of their own choosing and to bargain collectively without fear of reprisal.



### II. HEALTH AND SAFETY

- A. Workplace Safety: Suppliers shall provide and maintain a clean, safe and secure working environment. All facilities must comply with applicable health and safety laws and regulations and adequate procedures to minimize workplace accidents and injuries. This includes ensuring that facilities are constructed and maintained in accordance with applicable law and that employees are provided with adequate workstations and equipment. Supplier must have evacuation procedures, appropriate worker training and drills, appropriate first aid supplies, fire detection and suppression equipment as well as clearly marked exit facilities.
- B. Housing and Living Conditions: Workers shall have access to clean toilet facilities, potable water, sanitary food preparation areas, and storage facilities. Worker dormitories provided by the supplier must be clean, safe with adequate heat and ventilation and reasonable personal space.
- C. Hazardous Substances: Supplier must post material safety data sheets in the primary language of workers and train workers in the labeling, safe handling, use and storage of any hazardous materials.



### III. ENVIRONMENTAL STEWARDSHIP AND SUSTAINABILITY

- A. **Permitting and Compliance:** Suppliers shall obtain, maintain and adhere to all environmental permits required for their operations. In addition, Suppliers must comply with all applicable environmental laws and regulations, including, but not limited to, those relating to management of emissions, hazardous substances, wastewater and solid waste.
- B. **Sustainability:** Suppliers shall strive to maximize efficiency, reduce waste and conserve the natural resources used in their operations, including water and energy. To the extent possible, Suppliers shall implement active reuse and recycling programs and participate in community efforts to protect and preserve natural resources.
- C. **Conflict Minerals:** As a U.S. public company, Rush is required to comply with the United States Securities and Exchange Commission's final ruling on conflict minerals pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act").

The Act requires publicly traded companies including Rush to annually report the presence of tin, tantalum, tungsten and gold ("Conflict Minerals") originating in the Democratic Republic of the Congo ("DRC") or adjoining countries that are necessary to the functionality or production of products they manufacture or contract to manufacture. Rush supports the humanitarian goal of the Act in ending the illegal trade of Conflict Minerals originating in the DRC.

In support of Rush's efforts to comply with the Act, Suppliers commit to abide by all applicable requirements of the Act and to work with Rush to achieve conflict-free sourcing for Suppliers' products that contain Conflict Minerals. All Suppliers are required to supply information about their use of Conflict Minerals to Rush.



## IV: ETHICAL AND LAWFUL BUSINESS PRACTICES

- A. **Anti-Corruption:** Rush has zero-tolerance with respect to bribery and corruption. Suppliers must comply with applicable laws pertaining to prohibitions on all forms of bribery, including bribery of foreign officials. Further, Suppliers may not engage, directly or indirectly, in acts that would be deemed a violation of the U.S. Foreign Corrupt Practices Act (the “FCPA”) if such acts were committed by a party subject to the FCPA. Accordingly, a Supplier 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. To the extent permitted by applicable local law and regulation, Suppliers may make certain permissible payments under the FCPA – expediting or facilitating payments, gifts and entertainment, political contributions and charitable contributions. Similarly, Suppliers shall not solicit or accept any bribes, kickbacks or other improper payments.
- B. **Anti-Money Laundering:** Rush has zero-tolerance with respect to money laundering and terrorist financing. Suppliers must remain vigilant for signs of money laundering and report suspicious activities. Suppliers must also perform Know Your Business Partner due diligence on subcontractors where appropriate.
- C. **Gifts and Entertainment:** Suppliers shall not offer, give, promise, solicit or accept any gifts, meals, entertainment, travel or other business courtesies or benefits unless there is a legitimate business reason for doing so and the situation could not give rise to even an appearance of impropriety. All business courtesies and benefits given and received must be reasonable and consistent with industry and applicable country standards.
- D. **Conflicts of Interest:** Suppliers shall disclose any actual or potential conflicts of interest that may affect business decisions, including the appearance of a conflict of interest. When requested, suppliers shall provide annual conflict of interest certifications.
- E. **Competition and Fair Dealing:** Suppliers shall not enter into anti-competitive agreements or otherwise seek to undermine free and fair competition in violation of applicable antitrust and competition laws. Bid-rigging, price-fixing, and market allocation agreements are strictly prohibited.
- F. **International Trade Restrictions:** Suppliers shall ensure that no transactions with Rush directly or indirectly involve parties that are subject to U.S. economic sanctions. In addition, Suppliers must maintain all required export licenses or other permits. Suppliers shall respect all laws and regulations governing the importation of goods into the United States, including those administered by the U.S. Treasury’s Office of Foreign Assets Control (OFAC).
- G. **Use of Information:** Rush’s confidential information may only be used for legitimate business purposes in Rush’s best interests and must never be shared with third parties unless specifically authorized by Rush. Suppliers shall protect Rush’s confidential information according to applicable laws and regulations and through use of secure systems and protocols to prevent data breaches or misuse. Suppliers shall promptly notify Rush of any actual or suspected data breach of Rush’s confidential information.



ETHICS

### V: COMPLIANCE WITH THIS CODE

- A. **Flow Down Obligations:** Suppliers shall communicate these requirements to—and require compliance by—their parent companies, subsidiaries, affiliates, directors, officers, employees and any other parties that support their business activities with Rush, such as consultants or subcontractors. Suppliers shall provide employees and others a mechanism to raise ethical concerns regarding Supplier without fear of retaliation.
- B. **Auditing and Monitoring:** Rush reserves the right to audit, conduct inspections, or otherwise monitor compliance with this Code. Such audits or inspections may take place without prior notice to the Supplier. Suppliers shall allow the representatives from Rush full access to Supplier’s facilities, documents, records and employees for confidential interviews. Suppliers may be required to implement corrective action plans and undergo follow-up verification.
- C. **Reporting and Violations:** Suppliers shall promptly inform Rush of any violations or suspected violations of this Code and promptly take corrective action to remediate the violation. **Reports can be made to Rush Enterprises Chief Compliance Officer directly at 830-302-5200 or via email at [EthicsandCompliance@RushEnterprises.com](mailto:EthicsandCompliance@RushEnterprises.com).** Complaints or notice of suspected violations or other ethical concerns may also be submitted to reported on Rush’s Ethics Helpline, which is administered by an independent provider and can be reached in any of the following ways: **Online: [RushEthics.com](http://RushEthics.com) | Telephone: 1-844-825-9484.**
- D. **No Retaliation:** Rush prohibits retaliation against those who report in good faith. “Good faith” means the reporter honestly believes there may be a possible violation of this Code or applicable law, and that the reporter provided all the information he or she had.





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