

## Supplier Business Practices Code

Each member of Flex-N-Gate group of companies<sup>1</sup> (“Flex|N|Gate”) is committed to the highest standards of product quality and business integrity in its dealings with customers and suppliers. As a result, all suppliers and the Flex|N|Gate employees and representatives who work with them are expected to conduct themselves with the highest standards of honesty, fairness and personal integrity. It is critical to our company's stature to maintain high ethical standards by adhering to all applicable laws and avoiding even the perception of impropriety or conflict of interest.

To ensure that our relationships with suppliers meet and support these standards, all Flex|N|Gate suppliers<sup>2</sup> are expected to acknowledge their agreement with the following code of ethics and to apply this code in all dealings with Flex|N|Gate. Failure to acknowledge your familiarity and agreement with our Supplier Business Practices Code may result in the supplier's disqualification from future dealings with Flex|N|Gate.

Furthermore, failure to comply with the provisions of this code may result in a supplier not only being disqualified as a source for Flex|N|Gate requirements but could also result in serious penalties for the supplier and the individuals involved.

1. Flex|N|Gate suppliers shall comply with all laws, regulations and policies applicable to them and their dealings with Flex|N|Gate, including all applicable government contractual requirements, which flow down to the supplier through its contracts with Flex|N|Gate.

2. No supplier, or its representatives or employees, shall offer to any Flex|N|Gate employee a kickback, favor, gratuity, entertainment or anything of value to obtain favorable treatment from Flex|N|Gate. Flex|N|Gate employees are similarly prohibited from soliciting such items. This prohibition extends to immediate family members of both suppliers and Flex|N|Gate employees. As long as a gift is not intended to obtain favorable treatment for the suppliers and does not create the appearance of a bribe, kickback, payoff or irregular type of payment, Flex|N|Gate employees are not prohibited from accepting the gift if: (1) it is US\$25 or less in value, (2) public disclosure would not embarrass Flex|N|Gate, (3) acceptance is consistent with Flex|N|Gate business practices and (4) acceptance of the gift does not violate any applicable law.

3. No supplier shall enter into a financial or any other relationship with a Flex|N|Gate employee that creates a conflict of interest for Flex|N|Gate. A conflict of interest arises when the material personal interests of the Flex|N|Gate employee are inconsistent (or give the appearance of being inconsistent) with the responsibilities of his/her position with the company. All such conflicts (or possible conflicts) must be disclosed in writing and corrected. Even the appearance of a conflict of interest can be damaging to Flex|N|Gate and to the supplier and therefore must be disclosed and approved by Flex|N|Gate management.

4. Flex|N|Gate suppliers shall not engage in collusive bidding, price fixing, price discrimination, or other unfair trade practices in violation of international, regional, federal, provincial or state antitrust or competition laws.

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<sup>1</sup> Including, without restriction, Flex-N-Gate Corporation, Flex|N|Gate Group Co. , Veltri Canada Limited, DDM Plastics Company, Chromeshield Co., ChromeCraft Corporation, Deuer Manufacturing, Inc., and their respective parents, affiliates, subsidiaries and associates.

<sup>2</sup> Supplier means any company, corporation or other entity that sells, or seeks to sell goods or services, to Flex|N|Gate including the supplier's employees, agents and other representatives.

5. Flex|N|Gate suppliers will supply products and services that conform in all respects with the requirement of their contracts with Flex|N|Gate including, in particular, all applicable quality requirements.

6. Flex|N|Gate suppliers shall promptly notify the relevant Flex|N|Gate controller (or in the alternative, Flex|N|Gate's Privacy Officer<sup>3</sup>) with whom they deal of any known or suspected improper behavior by suppliers relating to their dealings with Flex|N|Gate, or any known or suspected improper behavior by Flex|N|Gate employees.

7. This supplier business practice code was last updated on January 27<sup>th</sup>, 2005. A notice will be posted on our Web site home page for 30 days whenever this code is changed in a material way.

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<sup>3</sup> Confidential communications to our Privacy Officer may be directed to [privacyofficer@flexngate.com](mailto:privacyofficer@flexngate.com).