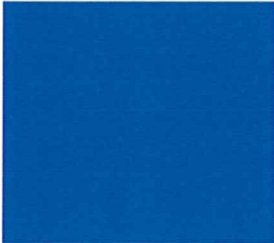
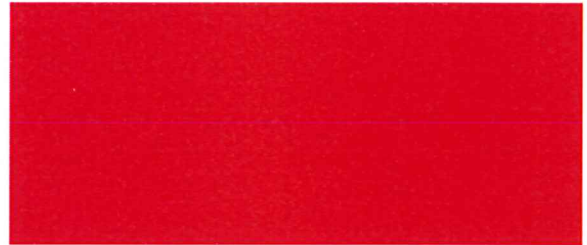




# Supplier Handbook



03/26/24 / Rev D

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# CompX Supplier Handbook

## 1.0 OVERVIEW

### 1.1 Application and Approach

The relationship between CompX International, Inc., and its subsidiaries (hereinafter collectively referred to as CompX) and our supply base (hereinafter individually referred to as Supplier and collectively referred to as Suppliers) is based on mutual trust, integrity, and world class performance. We see superior Supplier performance as a competitive advantage. We call on you to provide innovative input on our business challenges. In turn, we are committed to your success. CompX expects its supply base to have a robust quality management system in place that complies with ISO 9001:2015 requirements. A core component of any quality management system must be the acknowledgement, monitoring, and continuous improvement of key business processes. These efforts towards continuous improvement should be visible to CompX in the form of improved product quality, delivery and total cost. CompX qualifies you based on business needs and Supplier capabilities. CompX Planner / Buyers will facilitate this process by collaborating with an internal cross functional team consisting of input from Quality, Planners / Buyers, Engineering and Manufacturing. Supplier approval decisions are based on:

- Technology capability
- Operational capacity, capability and quality
- Competitive costs
- Customer service and support
- Global presence and capability
- Financial viability

Sourcing decisions are a team effort and are based upon the demonstrated effectiveness of the Supplier's operational performance, including their quality system, technical capabilities, pricing methodology delivery and compliance with CompX Supplier Code of Conduct. As such, CompX reserves the right to audit / perform due diligence to understand / verify the Supplier's Quality System, key metrics of performance and compliance with Supplier Code of Conduct.

To be considered for new business, the Supplier must have an acceptable quality system and be an approved Supplier. The CompX Quality System focuses on Advanced Product Quality Planning (APQP) and defect prevention. Suppliers should employ effective APQP techniques and error-

proof their manufacturing processes so that zero defect objectives can be achieved.

APQP is a structured process of defining and establishing the steps necessary to assure that a product satisfies the customer and specifying goals for product quality. Quality planning focuses on developing process controls that, when properly managed, ensure a high degree of quality within the manufacturing / assembly system.

CompX is an advocate of understanding process capabilities to design for manufacturability and operational excellence; the ability to deliver high quality product(s) at the lowest total cost. CompX strives to work with Suppliers who are experts in their technological fields and manufacturing specialties. Our supply base should be willing to learn and share new process improvement methods to support mutual growth. Ongoing Supplier Continuous Improvement activities are accomplished by monitoring Supplier performance through the Supplier Rating Process described later in this Supplier Handbook.

Our Suppliers have much to offer and we need to leverage the Suppliers knowledge and experience to reduce cost and improve quality. CompX looks forward to establish a partnership with its Suppliers which is mutually beneficial.

## **1.2 Distribution**

CompX Planner / Buyers and Quality teams maintain this document. Each Supplier has access to the Supplier Handbook through the CompX web site at: <https://compX.com/csp-termspurchase.html> or <https://custommarine.com/standard-terms-of-purchase/> , or [http://www.livorsi.com/terms\\_purchase.htm](http://www.livorsi.com/terms_purchase.htm) CompX will notify Suppliers of updates to this handbook. It is incumbent upon Supplier to understand any modifications to this handbook and have access to the updated hard or electronic copies of this supplier handbook.

## **1.3 INTRODUCTION**

### **1.3.1 Scope**

#### **1.3.1.1 Off the Shelf Items**

This Supplier Handbook does **not** apply to standard catalog items unless otherwise directed by CompX in the RFQ, Drawing or Purchase Order.

**1.3.1.2 Supplier Cybersecurity Requirements** Supplier must support standards and procedures that ensure confidentiality,

integrity and availability of information and services with continuous oversight on new threats and vulnerabilities by a documented risk assessment process driving risk mitigation implementation on a timely basis. Furthermore, security for embedded devices is a full lifecycle responsibility. Suppliers of product(s) with embedded software must implement and maintain a process for software quality assurance / security. Suppliers shall possess a design methodology, implementation and commitment to limit the threat exposure of the assemblies it builds and the data these assemblies generate. CompX may perform a risk assessment of Supplier's security systems.

#### **1.3.1.3 Quality System of Supplier**

This Supplier Handbook defines the basic quality systems and procedures required for Suppliers of production parts and services to CompX. The ability of a Supplier to develop and maintain an acceptable quality system is an essential factor in qualifying and continuing as a CompX Supplier. The contents of **this Supplier Handbook apply to ALL CompX production Suppliers, regardless of the CompX location with which it transacts business**. Supplemental requirements, if any will be outlined on the CompX Purchase Order.

#### **1.3.1.4 Supplier Handbook Acceptance**

***Acceptance of a CompX Purchase Order constitutes acceptance of the requirements of this Supplier Handbook.***

Any deviation from the requirements of this Supplier Handbook will require written confirmation from your CompX Planner / Buyer.

#### **1.3.1.5 Conflict Resolution**

CompX encourages open and honest communication and makes every effort to work with Suppliers in a respectful and equitable manner.

#### **1.3.1.6 Communication**

Communication with CompX, unless otherwise specified, must be in English. Communication includes Purchase Order confirmation, Part Approval documents and all other forms. Changes to the CompX Purchase Order must be communicated through a written change notice such as a modified Purchase Order. Acceptance of the purchase order should be confirmed either in written form or electronically. Supplier's acceptance confirms you have received the Purchase Order, reviewed it, and have accepted its terms and conditions. If there are any questions regarding the Purchase Order, your CompX Planner /Buyer must be contacted immediately.

## 2.0 SUPPLIER REQUIREMENTS

### 2.1 Terms and Conditions

Currently CompX has two (2) operating units:

- a. **CompX Security Products**, which includes CompX National, CompX Fort, and CompX Timberline and its terms and conditions, can be found at: <https://compX.com/csp-termspurchase.html>
- b. **CompX Marine**, which includes Custom Marine and Livorsi Marine and its terms and conditions can be found at <https://custommarine.com/standard-terms-of-purchase/> (Custom Marine) or [http://www.livorsi.com/terms\\_purchase.htm](http://www.livorsi.com/terms_purchase.htm) (Livorsi)

### 2.2 Cost Changes

All components / products / services are to be invoiced at the price per the Purchase Order and agreed upon by CompX and Supplier. CompX recognizes that there are times when a cost change is appropriate. In those circumstances, Suppliers must receive CompX written consent prior to such cost change. ***Unless otherwise agreed to, Supplier must notify CompX in writing sixty (60) days in advance of any price increase(s).*** This notice must include a justification to support the cost change. No price change will be effective without CompX's written consent.

### 2.3 CompX Code of Ethics (See also Supplier Code of Conduct located at the back of this Supplier Handbook).

CompX is governed by a code of ethics and expects all of its Suppliers to comply with this policy which can be found at <http://compX.com/ethics.html>

### 2.4 Quality Audits

As part of the Supplier approval process as well as ongoing monitoring of Supplier performance, an audit of the Supplier's Quality Management System and production processes may be required. CompX uses an audit workbook, essentially a tailored process audit for ISO 9001:2015 registered manufacturers, for conducting Supplier audits. In most cases, the Supplier will receive this document in advance and be requested to conduct a self-audit prior to the arrival of CompX personnel / representative. CompX reserves the right to conduct audits of Supplier's quality and business systems. This audit is to verify Supplier's compliance to applicable standards, regulations, agreements, requirements and specifications. It may also involve a review of processes and procedures in place to assure a quality product is manufactured and delivered to CompX. The audit results will be shared with the Supplier and are intended as a mutually beneficial experience. The audit score should not

be confused with CompX's Supplier rating system, which is based on performance. All audits will be scheduled in advance at a mutually agreed upon time.

## **2.5 Requests for Quotation and Purchase Orders**

### **2.5.1 Information That May Be Included In CompX RFQ**

Requests For Quotation (RFQ) will be submitted to Suppliers. The RFQ may include but not be limited to the following:

- Drawings
- Specifications
- Process Requirements
- Estimated Annual Volume(s)
- Terms and Conditions of Purchase
- RFQ final submittal date
- Special Packaging (if required)
- Other information to aid the Supplier in quoting

### **2.5.2 Supplier's Quotation**

CompX is committed to be responsive to its customers to secure future business. Unless otherwise communicated, CompX seeks a RFQ turnaround time of no more than three (3) business days. Suppliers' quotation should be returned to the CompX requesting organization. A review will be initiated and may include the following:

- Budget requirements
- Delivery/lead time
- Shipping terms
- Terms of Payment
- Acceptance of Terms and Conditions
- Warranty Period
- Supplier Quality Rating (if available)

**By Supplier submitting its quote, Supplier has accepted CompX Purchase Order Terms and Conditions and CompX Supplier Handbook.**

If necessary, follow-up meetings may be held with one or all of the solicited Suppliers to ensure that both CompX and the Supplier(s) fully understand the specification / technical requirements and commercial aspects of the quote.



### **2.5.3 Purchase Order initiation**

Purchase Orders will be initiated for all work. CompX Planner / Buyers will verify initial Supplier production / delivery schedules. Upon Production Part Approval (see section 2.9), your CompX Planner / Buyer will assume full planning activities with the Supplier.

### **2.6 Change Request**

A Supplier Change Request and Approval is required in advance of any change in manufacturing location, manufacturing / assembly process, tooling, packaging, material, supplier, etc. Suppliers are required to request or propose change(s) in writing to CompX. The supplier should completely explain the extent of the request, which should include timing, cost savings, cost avoidance, delivery improvements, and quality improvements. CompX Engineering and Quality will determine the effect of the requested change on product form, fit, and function. If CompX determines a PPAP re-submission is required, the Supplier will be notified through a PPAP Submission Checklist. It may be necessary for CompX to review these changes with its customer prior to approval. CompX Engineering and Quality will document the rationale for CompX acceptance or rejection and return the documentation to your CompX Planner / Buyer. CompX Planner / Buyer will notify the Supplier of the CompX decision and if appropriate, forward the documentation to receiving inspection.

### **2.7 Deviation Request**

The deviation request should be used by Supplier for items such as material, dimensions, process changes, or test results from the approved process. The Supplier is responsible for documenting product and process changes. The Supplier should submit this documentation to its CompX Planner / Buyer. CompX Engineering and Quality will determine the effect of the requested deviation on product form, fit, and function; document the rationale for CompX acceptance or rejection, and return the documentation to the CompX Planner / Buyer. CompX Planner / Buyer will notify the Supplier of the CompX decision and forward the documentation to receiving inspection if appropriate. A copy of the approved deviation should accompany the shipment of parts as well as having each box / package identified with the deviation number.

### **2.8 Continuous Improvement / Cost Reductions**

CompX encourages Suppliers to embrace a comprehensive continuous improvement philosophy throughout its organization. A continuous improvement philosophy will present opportunities for improvement in areas of quality, cost, delivery, safety and productivity. CompX expects Suppliers to provide annual cost reductions / cost control.

CompX encourages Suppliers to recommend both product and process improvements to reduce total costs. CompX must receive timely notification of changes to assess any impact to the final product functionality.

## **2.9 Part Approval Requirements**

### **2.9.1 Production Part Approval Process**

CompX component qualification process is conducted in accordance with the Production Part Approval Process (PPAP) Manual published by the Automotive Industry Action Group (AIAG). PPAP defines the requirements for production part approval. The purpose of the PPAP is to determine whether all CompX engineering design records and specification requirements are properly understood by the Supplier and the Supplier's manufacturing process (es) has / have the capability to produce product consistently and meet requirements during actual production run at the quoted production rate. In the execution of the PPAP, CompX requires Suppliers to submit complete PPAP data as part of the APQP process, at no charge.

CompX chooses its Suppliers strategically, so they are able to provide documentation that completes a PPAP. CompX Planner / Buyer will communicate what level of PPAP is required through the PPAP Submission Checklist and will establish and advise the Supplier of the PPAP due date based upon project schedule. There are four (4) potential levels for a PPAP being: **Level 1** – Part Submission Warrant (PSW) only submitted to CompX, **Level 2** – PSW with product samples and limited supporting data, **Level 3** – PSW with product samples and complete supporting data and **Level 4** – PSW and other requirements as defined by CompX.

At a minimum, CompX will require an ISIR to the latest drawing (including drawing notes), samples and Material Certifications. CompX reserves the right to select and assign PPAP levels based upon experience, Supplier performance, and specific needs, at its discretion.

### **2.9.2 Additional Documentation with Shipment**

CompX may request that Supplier ensure that the following items are satisfied for part acceptance prior to or at the time of receipt of material at CompX receiving:

- a) Parts must be produced from a stable process,
- b) Identification of each container with a unique lot code tied to the material for which the capability study applies,
- c) Capability studies (30 piece minimum),
- d) Acceptable Gage R&R studies (supplied annually),
- e) Data is supplied electronically or via hard copy to the CompX Planner / Buyer and designated representative in the form of

a custom Excel spreadsheet or by commercially available software (Minitab).

CompX Planner / Buyer will communicate document submission requirements to Supplier prior to placing Purchase Order.

Upon receipt of the component(s) / products(s) from Supplier, the designated CompX representative will review the appropriate drawing and data. If the data is not available at the time of receipt, or if the capability study does not meet the minimum Cpk of 1.67, the CompX designated person will look for other supporting documentation which shows that each part meets the specification. If this is not supplied, CompX may measure 100% of the parts at the Supplier's expense. If all requirements are met the designated person may release the material for production.

### **3.0 Inspection/Rejection**

***All Supplier's components / products and / or services are subject to CompX's right of inspection and rejection on or after the Delivery***

***Date.*** CompX at its sole option may inspect Supplier's product(s) and may reject all or any portion of these product(s) if it determines the product(s) are defective or otherwise do not conform to the descriptions and specifications delivered in the Purchase Order or otherwise communicated to Supplier in writing. If CompX rejects any portion of the product(s) or services, CompX has the right, effective upon written notice to Supplier, to: (i) rescind the Purchase Order in its entirety; (ii) accept the defective and/or non-conforming components / products and / or services at a reasonably reduced price; (iii) reject the non-conforming components / products and / or services and require the replacement or rework thereof; or (iv) reject the non-conforming components / products and / or services and CompX rework's the components / products and / or services at the sole cost and expense of Supplier.

If CompX requires replacement or rework of non-conforming components / products and / or services, Supplier will, at its expense, promptly replace or rework the non-conforming components/products and / or services and pay for all related expenses, including but not limited to, transportation charges for the return of the non-conforming product(s) and the delivery of replacement product(s). If Supplier fails to timely deliver replacement components/products and / or rework services), CompX may replace / rework the non-conforming components/products and / or services with components / products and / or services from a third party and charge Supplier the cost thereof and terminate the Purchase Order for cause.

Any inspection or other action by CompX under this section will not reduce or otherwise affect Supplier's obligations under the Purchase Order. Furthermore, CompX will have the right to conduct further inspections after Supplier has carried out its remedial actions.

CompX will issue a Material Rejection Report (MRR) to Supplier when Supplier's product(s) are rejected. Supplier must review, complete and return this MRR within twenty (20) business days of issuance. See also section 3.1 for Corrective Action Request (CAR).

### **3.1 Corrective Action Requests**

The Supplier of non-conforming material may be asked to complete a MRR or a Corrective Action Request (CAR). A CAR / MRR may also be issued for chronic nonconformance on similar parts or operation issues. The purpose of the CAR / MRR is to permanently prevent future receipts of non-conforming material. Supplier is requested to complete (see below details and timing) and forward the completed CAR / MRR to CompX Planner / Buyer and Quality within twenty (20) business days. If more time is required, Supplier is required to request a reasonable extension date for the CAR / MRR submission. Issuance of a CAR / MRR will impact the Supplier's rating score (see section 3.2 for Supplier Rating).

It is imperative that Supplier identify cause and corrective action, complete the CAR / MRR form and implement procedures so further quality issues do not occur. The Supplier is responsible for filling out the following:

Supplier has twenty-four (24) business hours from Supplier's receipt of a CAR / MRR notification to complete the Supplier Review Part A (Correction and Containment). This reply should include:

- Problem description
- Immediate action taken
- Effective date
- How certified material will be identified
- Material Disposition or Performance Improvement Plan
- Name and Title of supplier representative responding to the CAR / MRR
- Date of CAR / MRR response

Supplier has twenty (20) business days from Supplier's receipt of the CAR / MRR to complete the Supplier Review Part B (Root Cause, Corrective and Preventative Action). This reply should include:

- Root cause analysis (i.e. 5 Why's, Fishbone analysis...)
- Preventive – Corrective Action Plan and Effective Date
- Description of the Corrective Action permanent implementation and Effective Date
- Verification of Corrective Action effectiveness and Effective Date
- Name and Title of Supplier representative responding to the CAR / MRR

CompX will review Supplier's CAR / MRR. In the event CompX deems the CAR / MRR incomplete after its review, the CAR / MRR will be rejected and returned with an explanation. Rejected CAR's and MRR's shall remain open until an acceptable response has been received. Costs and charges incurred associated with shipping, handling, processing, reworking, inspecting, engineering verification and replacing defective material including the costs of value-added operations prior to its discovery are the responsibility of the Supplier.

### **3.2 Supplier Rating**

The objective of the Supplier Rating System is to develop a supply base that has the capability to consistently supply products(s) that meet the quality, delivery, cost, and technology objectives to maintain CompX as a competitive provider of superior innovative products(s). The Supplier rating process also plays a key part in the Supplier source selection process. The Supplier Rating System will be based upon four (4) areas of performance:

1. Quality, non-conforming material in PPM's
2. On-time delivery
3. Technology
4. Cost

#### **Quality**

Quality will be measured by Parts per Million (PPM) level and Corrective Action Responsiveness.

PPM is defined as: 
$$\frac{\text{Defective parts} * 1 \text{ million}}{\text{Total parts}}$$

#### **Delivery**

The on-time delivery will be measured by in house / dock receipt date. All Suppliers will be allowed a grace period of three (3) days prior to and zero (0) days after the in-house date listed on the purchase order / release. The Supplier should confirm all purchase orders and change notices to its CompX Planner / Buyer. CompX

Planner / Buyers are responsible for the accuracy of data between actual receipt dates vs. confirmed receipt dates by the Supplier in the business system.

### **Review**

CompX Planner / Buyers will review strategic Supplier's ratings annually. The frequency of review may be increased based upon a Supplier's performance.

### **3.3 CompX Owned Tooling**

CompX owned tooling and fixtures (hereinafter collectively referred to as Tooling) shall be permanently identified as "**Property of CompX Part #: (part number to be inserted)**" or "**Property of (CompX customer name to be inserted) Under Care of CompX Part #: (part number to be inserted)**" as communicated by the CompX Planner / Buyer and visually documented in the PPAP submission (see above discussion on PPAP). The Supplier shall exercise care with CompX property while it is under the Supplier's control or being used by the Supplier. If any CompX Tooling is lost, damaged or otherwise found to be unsuitable for use, the Supplier shall report this immediately to CompX and maintain records of all issues. CompX Tooling may not be reworked or destroyed without prior written authorization from your CompX Planner / Buyer. ***The Tooling is the property of CompX and is to be held in trust by the Supplier. This Tooling can only be used in the manufacture of product(s) for CompX.***

### **3.4 Packaging.**

#### **3.4.1 Instructions**

If specific packaging instructions are not outlined, the ***Supplier is responsible to take the necessary measures to prevent product damage during shipment.*** Items to be considered include the part material, the shipping method, and the distance for transport.

#### **3.4.2 Container Packing**

When shipping over pack containers, all parts with the same part number must be in the same container. Scattered parts are not acceptable. In the event of smaller quantities of packaged components, each package shall have label identification for traceability back to the over pack container.

#### **3.4.3 Weight**

The weight of a container / carton must not exceed thirty five (35) pounds, unless otherwise agreed upon by CompX.

### 3.4.4 Pallets

All wooden pallets must comply with IPPC-ISPM 15 (International Plant Protection Convention – International Phytosanitary Measure) requirements. The maximum pallets size must not exceed 48” x 45” x 5”. The opening should be on the 45” side. The pallet must comply with the ASTM D1185 standard test method. The maximum pallet load height must not exceed 46 inches for international shipments.

### 3.4.5 Shipping

Expeditious shipments and control of costs are important to CompX. Suppliers shall use CompX endorsed carriers when transportation costs are incurred by CompX. CompX Planner / Buyers will note the appropriate carriers on the Purchase Order.

### 3.4.6 Mixed Pallets

In the event Supplier packs more than one (1) part number on a pallet, Supplier shall place a Green Label **stating MIXED PALLET - PLEASE BREAK DOWN SKID** (see below example) on three (3) sides of the pallet which will communicate to CompX that the pallet has more than one (1) part number and that CompX must break down the pallet.



### 3.5 Labeling

All labels must contain the CompX part number and rev level used on the purchase order, part description, quantity in that container and serial number or manufacture date, along with name of Supplier. Labeling shall comply with the AIAG-Trading Partner Labels (B-10) which can be found at [www.aiag.org](http://www.aiag.org). The label size will be 4 inches high by 6 inches wide. The bar code symbology shall be code 39. See sample below.

<b>FROM:</b> <SUPPLIER NAME> <Address> <City>, <State> <Zip> Supplier: <b>XXXXXXX</b>	<b>TO:</b> <COMPX LOCATION> <Address> <City>, <State> <Zip> Shipped: <b>XX/XX/XX</b>	<b>PACKING LIST #</b> <b>XXXXXXXXXX</b> 
<b>PART NO.</b> <b>XXXXXXXXXXXXXXXXXX</b> 	<b>REV. LEVEL</b> <b>UOM</b> <b>XX.XX</b> <b>XXX</b> <b>PART DESC.</b> Part_Description	
<b>QUANTITY</b> <b>12345678</b> 	 <b>PURCHASE ORDER #</b> <b>POXXXXXXXXXX</b>	
<b>SERIAL</b> <b>XXXXXXXXXX</b> 	<b>LOT/BATCH #</b> <b>XXXXXXXXXX</b> 	

### 3.6 Cost Recovery

In the event that an incident occurs, a cost recovery may be issued to the Supplier to recover only the cost incurred to make CompX whole.

## 4.0 CompX Supplier Code of Conduct Policy

CompX is committed to the highest standards of social, environmental responsibility and ethical conduct. CompX Supplier Code of Conduct requires any company that sells products or services to it (Supplier) to operate using the highest ethical and legal principles. Suppliers are responsible for ensuring that its employees comply with the CompX Supplier Code of Conduct. CompX Suppliers must comply with all applicable Federal, State, Local and International laws, rules and regulations (collectively Laws) where it conducts business. Suppliers shall establish and maintain a process for ensuring compliance with the Laws and provide CompX access to Supplier documentation to demonstrate compliance. CompX requires its Suppliers to comply with the below guiding CompX principles:

- **WE COMPLY WITH U.S. BRIBERY AND CORRUPTION LAWS:** Suppliers will maintain complete compliance with U.S. Foreign Corrupt Practices Act and all other



applicable anti-corruption laws in countries in which they conduct business. All forms of corruption, bribery, extortion and embezzlement are prohibited.

• **WE DO NOT TOLERATE INHUMANE TREATMENT:** Suppliers must treat all workers with dignity and respect. Suppliers must not subject workers to, or threaten harsh and inhumane treatment, including but not limited to sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse. Disciplinary policies and procedures related to this requirement shall be clearly communicated to workers. Where supplier provides housing for workers, housing must comply with applicable housing and safety standards.

• **WE DO NOT UTILIZE CHILD LABOR:** Suppliers will not directly or indirectly employ workers that are younger than the applicable minimum age specified by applicable Laws.

• **WE DO NOT UTILIZE FORCED LABOR:** CompX acts ethically and with integrity in all of its business relationships. Suppliers will not utilize or source products or services from entities associated with forced, bonded, indentured, involuntary or exploitative prison, trafficked or slave labor. All work must be voluntary, and workers shall be free to terminate their employment at any time. Suppliers must not withhold worker identity or immigration documents and must not charge workers or potential workers recruitment fees. Suppliers must provide return transportation at the end of their work period if workers were brought to the country for the purpose of work for their organization.

• **WE COMPLY WITH ENVIRONMENTAL, HEALTH AND SAFETY LAWS:** CompX takes responsibility for its products and materials, holding its third-party waste partners to high standard through regular audits and assessments. Suppliers should use best efforts to create more environmentally efficient product(s) and services while using fewer resources and creating less waste and pollution. Suppliers must reduce their impact on the environment through the conservation of natural resources, reduced energy consumption, reduced waste and responsible chemical management. Suppliers shall comply with all applicable regulatory requirements regarding the environment, health and safety, and shall operate an environmental, health and safety management system which demonstrates compliance with all such regulatory requirements.

• **WE COMPLY WITH EMPLOYMENT LAWS:** Suppliers must comply with all applicable wage and hour Laws, including those relating to minimum wage, overtime hours and other legally mandated benefits. Suppliers will not discriminate against any person because of their race, color, gender, religion, ethnicity or national origin, age, disability or other medical condition, sexual orientation, gender identity, genetic information, pregnancy, marital status, veteran status or any other basis protected by applicable laws and regulations.

• **WE SOURCE OUR MATERIALS RESPONSIBLY:** CompX does not support the use of minerals or their derivatives, including tantalum, tin, tungsten and gold (“3TG”), that are illegally mined, transported or traded because of the role such minerals play in financing armed conflict in the Democratic Republic of the Congo and the adjoining countries, as well as in other high-risk and conflict-affected areas around the world. Furthermore, as an environmentally conscious company, CompX is committed to environmental compliance. Suppliers must demonstrate compliance with RoHS, REACH, TSCA (Toxic Substances Control Act), Proposition 65 and other applicable environmental laws, regulations and materials standards.

CompX®

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