



## Dana Incorporated

### Supplier Business Conduct Guide

**Introduction:** Dana is committed to doing business in an ethical manner and with respect for our people and the communities in which they live. We believe that this commitment will benefit our customers and other stakeholders affected by Dana's activities. For many reasons, it is, quite simply, the right thing to do. We recognize, however, that Dana is but one link in a supply chain to the end user that is long and global. Therefore, it is essential that our suppliers also understand and appreciate the standards of business conduct that are expected of any company that does business with Dana.

This Guide identifies our expectations concerning business conduct that are essential for companies that do business with Dana. We also believe that these standards will serve to advance the performance of our companies to our mutual benefit. Therefore, compliance with Dana's Supplier Business Conduct Guide is a mandatory component of all Dana purchase contracts.

We appreciate your thorough review of the standards set forth in this Guide.

**1. Respect for People:** We expect every Dana supplier to abide by all applicable employment laws. We believe every person should determine for his or herself whether employment is in his or her best interests. We believe that children should not be placed in a position of making this determination. Therefore Dana will not allow the use of labor by children under the age of sixteen unless as part of a government authorized job training or apprenticeship program that would clearly be beneficial to the individuals participating. We expect that our suppliers will not use, facilitate or participate in any forced or involuntary labor in any form, including human trafficking or physically abusive disciplinary practices.

Dana also expects its suppliers to provide employee wage and benefit levels that – as a minimum – satisfy basic needs in light of local conditions. We also expect suppliers to abide by all applicable laws related to limits on regular and overtime working hours and compensation. And, we expect our suppliers to respect freedom of association of its employees in accordance with local laws.

**2. Safe and Positive Workplace:** Dana expects its suppliers to provide its employees with a safe and healthy work environment and to abide by all applicable health and safety laws. We believe that a diverse workforce fosters creativity and enthusiasm. We expect our suppliers to encourage a positive and diverse workplace by not tolerating harassment or discrimination, including that involving race, color, religion, gender, age or disability.

**3. Environmental Protection and Product Content:** We expect that our suppliers will abide by all local environmental laws and regulations. In addition, we believe that Dana suppliers

should work to minimize waste, prevent pollution, and conserve energy. We also encourage our suppliers to seek external verification concerning their environmental performance, such as through the ISO 14001 certification process. Dana suppliers are expected to use materials that conform to all legal and regulatory requirements and which also satisfy Dana's product content rules identified in our Supplier Quality Manual found at [www.dana.com](http://www.dana.com). Dana is also committed to adherence with "End of Vehicle Life" and "Registration, Evaluation, Authorization, & Restriction of Chemicals (REACH)" requirements. Dana suppliers are expected to cooperate fully with Dana to satisfy these and other recycling and environmental and health protection initiatives.

**4. Conflict Minerals and Other Product Origin Obligations:** Dana is committed to compliance with U.S. laws related to use of "conflict minerals". As a Dana supplier, you are expected to respond to all requests for information related to product content and origin.

**5. Product Safety:** Dana suppliers are expected to take all reasonable safety measures in connection with the design and manufacture of products they sell to Dana. It is the obligation of every Dana supplier to inform Dana immediately if a question concerning safety of a product sold to Dana arises.

**6. Gifts, Favors and Entertainment:** Dana will select its suppliers on the basis of total value, including quality, price and services offered. You must not try to unfairly influence a Dana employee through inappropriate gratuities. Dana policy restricts employees from giving or receiving of gifts, favor or entertainment that is of significant value (greater than US\$100). Therefore, you must ask your Dana-representative if any potential gift or entertainment is allowable and approved under Dana's policies. If a Dana person solicits you for a gift or a favor, you should report that matter to the Dana Office of Business Conduct.

**7. Improper Payments:** It is Dana policy that bribes, kickbacks, or other improper payments may not be offered or paid directly by or on behalf of Dana anywhere in the world to any officer, agent or employee of any customer, supplier, or competitor, or to a third party if you know or have reason to suspect that any part of the payment will be given or offered as a part of an improper payment. This includes, but is not limited to, payments to government officials. If you are acting on Dana's behalf in any manner, you must comply with this policy. If you are performing services for Dana, you may be required to certify and provide evidence of your understanding and compliance with this policy.

**8. Conflicts of Interest:** A conflict of interest occurs when private interests, personal relationships or the prospect of personal gain influence judgment or actions. You must disclose any situation that could create a conflict of interest concerning a Dana employee in their dealings with a supplier. Dana management will determine whether the Dana employee may be involved in business activities involving the supplier, or if other protective measures must be implemented. Disclosure should be made to the Dana Office of Business Conduct at the earliest opportunity regardless of whether the situation is one which ultimately is found to be acceptable.

**9. Handling Confidential Information.** Any information provided to you by Dana as part of your business activities must be considered to be proprietary and not disclosed to any third party without Dana's prior written approval and in accordance with any applicable Non-Disclosure Agreement. Disclosure to sub-suppliers may occur only with Dana's prior written approval and with an appropriate agreement, protective measures and similar restrictions.

**10. Negotiate Fairly and Honestly:** Information which you give to Dana during the course of negotiations or otherwise must be accurate. You must not attempt to improperly influence the course of negotiations through any deceptive means. You must abide by all laws and regulations that may affect our business together, including laws related to fair competition and trade practices.

**Compliance.** Compliance with these standards is mandatory. Supplier's performance may be monitored through surveys, questionnaires and/or audits. Failure to abide by this Guide may result in various responses by Dana including prohibition from future sourcing activities and business awards, and the referral to law enforcement authorities if the circumstances warrant. Dana expects suppliers to cooperate in any monitoring activities whether conducted by Dana, a Dana customer or a third party. Dana expects that its suppliers ensure compliance with this Guide by their direct and indirect sub-suppliers.

**Questions and Concerns.** If you have any questions or concerns related to any of the matters identified in this Guide, please contact your Dana Purchasing representative or you may contact Dana's Office of Business Conduct in the USA at 1-877-261-2560 or at [DanaOfficeofBusinessConduct@dana.com](mailto:DanaOfficeofBusinessConduct@dana.com).

**Thank you for your support.**