



## SUPPLIER CODE OF CONDUCT

Dear Valued Supplier,

Mueller Water Products, Inc., and its subsidiaries (collectively, “Mueller”), is a leading manufacturer and marketer of products & services used in the transmission, distribution and measurement of water in North America. Our broad product & service portfolio includes engineered valves, fire hydrants, metering products and systems, leak detection and pipe condition assessment. We help municipalities increase operational efficiencies, improve customer service, and prioritize capital spending, demonstrating why Mueller Water Products is Where Intelligence Meets Infrastructure®.

Mueller is one of the only companies that can fulfill the needs of water utilities from end to end – at the source, at the plant, below the ground, on the street and in the cloud. Built on a solid legacy of innovation, we have the expertise and vision to provide advanced infrastructure and technology solutions for transmitting, distributing, measuring, and monitoring water more safely and effectively than ever before.

The ambition of being one of the leading global water infrastructure companies is grounded in our strategic initiatives and our commitment with Safety, Environment and the Communities around us. The directions in this Supplier Code of Conduct intends to drive alignment of the commitments over our suppliers. This should help all businesses within the supply chain to meet a common level of governance, management, and transparency while creating a sustainable future for our organizations.

Mueller strives to treat all suppliers on a fair and consistent basis. In deciding whether to enter into or continue a business relationship with a supplier, we will make every effort to weigh the qualifications, value, and experience offered to Mueller in a fair and impartial manner. To assist us in our efforts, we ask that you conduct business with Mueller according to our established standards and procedures and refrain from requesting special favors, allowances or accommodations. Although certain matters are discussed in some detail below, our full set of ethical standards (Code of Business Conduct and Ethics) can be found on the Corporate Governance page of our Company website at <http://ir.muellerwaterproducts.com/corporate-governance/governance-documents>. Please be aware that you, as a supplier, are required to abide by all applicable laws that govern your company, your products/services, and our business relationship.

In the event your company has a contract or other arrangement with Mueller that permits the use of subcontractors, this Supplier Code of Conduct is applicable to such individuals or firms as well, and you are primarily responsible for communicating and enforcing Mueller’s position with respect to any subcontractors. In the event Mueller learns of a breach of the policies set forth above, we reserve the right to immediately terminate our relationship with your company.

Thank you for supporting our business.

John McKenzie  
VP, Commercial Operations and  
Supply Chain Management

Thiago Simoes  
Director, Strategic Sourcing &  
Procurement



# SUPPLIER CODE OF CONDUCT

## INTERACTIONS WITH SUPPLIERS

### STANDARD OF ETHICS

As a supplier to Mueller, you and your company play an integral part in our success. Therefore, we ask for your support in Mueller's on-going efforts to conduct business in accordance with our ethical standards and the law. In interacting with suppliers and potential suppliers, Mueller is committed to following the highest ethical standards and complying with all applicable laws. Such interactions should be professional exchanges intended to communicate the business needs of Mueller and the corresponding products and service offerings of the supplier or prospective supplier.

### GIFTS, ENTERTAINMENT AND MEALS

Suppliers are expected to not inappropriately influence the judgment or actions of a Mueller employee in the conduct of Mueller's business through inappropriate gifts, entertainment or other items of value. Suppliers are expected to not cause a conflict of interest by providing a Mueller employee, officer, director or a member of his or her family any improper personal benefits whatsoever as a result of his or her position at Mueller.

#### Gifts, Business Meals, Entertainment

Mueller employees may not accept kickbacks, lavish gifts or gratuities. We recognize that the occasional exchange of small value gifts is a common business practice meant to provide a legitimate opportunity to interact, create goodwill and establish trust. Infrequent and moderate business meals, entertainment, infrequent invitations to attend local sporting or cultural events and gifts during the holidays may be appropriate provided that they are not "lavish" and do not create an appearance of impropriety. Any gift that exceeds \$250 in value is consider inappropriate. Cash gifts including gift cards are never permitted. Mueller employees may not accept anything that might make it appear that their judgment would be compromised.

#### Travel

Mueller employees may accept transportation and lodging provided by a supplier if the trip is for business and is approved in writing in advance by the Chief Legal and Compliance Officer of Mueller. Unless prohibited by law or the policy of the recipient's organization, Mueller employees may pay the transportation and lodging expenses incurred by customers, agents or supplier in connection with a visit to a Mueller facility or other Mueller business. The visit must be for a business purpose and must be approved in writing in advance by the Chief Legal and Compliance Officer of Mueller.

### PUBLIC AFFAIRS AND COMMUNICATIONS

#### Media Communications

While we respect our suppliers' right to discuss their products or services with the media, suppliers are not authorized to speak about or on behalf of Mueller without our prior approval. This includes any contract

you enter with Mueller. If you receive an inquiry regarding Mueller's business, products or services, please refer the individual inquiring to Mueller's Sr. Director of Marketing and Communications or Chief Legal and Compliance Officer.

### **Usage of Mueller Brands**

All supplier requests to use any of the Mueller brands, including our name, logos, signage or other proprietary or trademarked images, must be submitted to our Legal Department for advance approval and must be subject to a written agreement. This includes supplier's use in advertising.

## **SUPPLIER COMPLIANCE OBLIGATIONS**

### **SAFETY**

Our highest priority is to protect the health, safety, and well-being of our employees and those who visit our facilities or offices. Your health and safety, as well as of its employees, is important to us.

Suppliers are expected to (i) advance the health and safety of its employees; (ii) control hazards and take precautionary measures against accidents and occupational diseases; (iii) provide training to help ensure that its employees are educated in health and safety issues; and (iv) manage and address occupational health and safety issues with appropriate systems and processes.

Mueller may request its suppliers to get into the ISNetworld as part of our health & safety management program.

### **ANTI-CORRUPTION COMPLIANCE**

Mueller requires full compliance with all applicable anti-corruption laws, including the United States Foreign Corrupt Practices Act and/or the U.K. Bribery Act, and/or any country which is or will become a signatory to the OCED Convention on Combating Bribery of Foreign Public Officials. Suppliers shall not, directly or indirectly, (i) make, offer or agree to make or offer any loan, gift, donation or other payment, directly or indirectly, whether in cash or in kind, for the benefit of or at the direction of, any foreign government official, political party, party official or candidate for political office, for the purposes of influencing any act or decision of such person or entity or inducing such person or entity to do or omit to do any act in order to obtain or retain business or otherwise secure any improper advantage. All expenses supplier incur in connection with their business with Mueller shall be recorded fully and accurately in the books and records of the suppliers.

### **ENVIRONMENTAL PROTECTION**

Mueller is proud of the role we play in ensuring that our communities have access to safe, clean drinking water by making quality products that are vital to a sustainable water infrastructure. We are equally proud of our environmental stewardship in making those products and in running our business using modern sustainable principles. We strive to comply with all applicable environmental laws and regulations. We are also committed to minimizing the impact of our business on the environment with methods that are socially responsible, scientifically based, economically sound, and sustainable.

Suppliers are expected to (i) act in accordance with the applicable local and international legal standards governing environmental protection; (ii) minimize environmental impacts and make continuous improvements in environmental protection, specifically with respect to waste, water use, air emissions, energy use, natural resources use and disposal of hazardous materials; (iii) manage and address



environmental issues with appropriate systems and processes; and (iv) provide environmental and other sustainability data to Mueller when requested.

## **LABOR & HUMAN RIGHTS**

Mueller recognizes that legal and cultural differences exist and that employment standards vary by state and country. We are nonetheless committed to the view that terms and conditions of employment should be based on the ability of an individual to do his or her job and not on the basis of their personal characteristics and/or beliefs. Mueller strives to do business with suppliers who share and respect our commitment in this regard and who do not discriminate against their employees in hiring practices or any other term or condition of employment. Suppliers are expected to:

- Promote equal opportunities for and treatment of its employees, irrespective of skin color, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex, age, pregnancy, ancestry, medical condition, marital status, gender identity or genetic information;
- Respect the personal dignity, privacy and rights of each individual;
- Not force any person to work against his or her will;
- Refuse to tolerate any unacceptable treatment of employees, such as mental cruelty, sexual or personal harassment or unlawful discrimination;
- Prohibit behavior, including gestures, language or physical contact, that is sexual, coercive, threatening, abusive or exploitative;
- Provide fair remuneration and guarantee the applicable national statutory minimum wage;
- Comply with the maximum number of working hours set forth by applicable laws;
- Recognize, to the extent legally permitted, the right of free association of employees, and not discriminate in favor of or against members of employee organizations or trade unions; and
- Prohibit human trafficking and the use of child, forced, or imprisoned labor and provide working conditions that are safe and fair.

## **TRADE COMPLIANCE**

Suppliers are expected to be familiar with and adhere to export/import requirements of the US Customs and Border Protection, a component of the Department of Homeland Security, and other US governmental and/or regulatory agencies, including Customs-Trade Partnership Against Terrorism. Our suppliers shall not, directly or indirectly, export or re-export, or knowingly permit export or re-export, of any product to any country, person or entity subject to license requirements under the US Export Administration Regulations or International Traffic in Arms Regulations or to embargo pursuant to the US Trading With the Enemy Act, International Emergency Economic Powers Act or any similar US law or regulation thereunder, unless the appropriate license or other US Governmental approval has first been obtained. Additionally, our suppliers shall not directly or indirectly take any action that would cause Mueller to be in violation of US anti-boycott laws.

## **CONFLICT MINERALS**

Supplier hereby represents that the goods supplied by it hereunder (i) do not contain or utilize any conflict minerals (tantalum, tin, tungsten, and gold), (ii) contain conflict minerals that originate other than from a

The Mueller logo consists of the word "MUELLER" in a bold, black, sans-serif font, enclosed within a red rectangular border with rounded corners.

covered country (Democratic Republic of Congo and adjoining countries) or (iii) contain conflict minerals that are from recycled or scrap sources.

## **CONFIDENTIALITY**

As a result of doing business with Mueller, supplier personnel may be exposed to business processes, sales or marketing information, specifications, trade secrets, methods, financial information or other information considered by Mueller as confidential. As a result, suppliers will be required to execute a confidentiality agreement prior to working with Mueller. Even if a confidentiality agreement is not executed, we expect the highest level of integrity and business ethics from our suppliers in this regard. If there is ever a question about what may or may not be considered confidential, you must contact the Director of Supply Chain prior to disclosing any potentially sensitive or confidential information. If, in the opinion of Mueller, information of a sensitive or confidential nature has been intentionally disclosed by a supplier, the supplier's relationship with Mueller may be terminated.

## **COMPLIANCE WITH LAW**

Suppliers must comply with all applicable laws, rules and regulations applicable to the supplier, product or service being provided to Mueller. We expect our supplier to promptly, and in good faith, assist Mueller in complying with the preceding laws and regulations, including responding to any requests, supplying documents and facilitating any investigations of possible violations thereunder.





# SUPPLIER REGISTRATION FORM

Suppliers play an integral part in Mueller's success. Therefore, we ask for your support in Mueller's on-going efforts to conduct business in accordance with our ethical standards and the law. By completing and returning the following form, you acknowledge and agree to abide by Mueller's Supplier Code of Conduct.

## COMPANY DETAILS

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Country: \_\_\_\_\_

Company Website: \_\_\_\_\_

Legal Organization:       Corporation/Limited Company       Partnership  
 Other (please describe): \_\_\_\_\_

Date and Place of Establishment: \_\_\_\_\_

Names of Owner(s) or Principal(s)<sup>1</sup>: \_\_\_\_\_

Nature of Business<sup>2</sup>: \_\_\_\_\_

Product(s)/Service(s)<sup>3</sup>: \_\_\_\_\_

Affiliates<sup>4</sup>: \_\_\_\_\_

International Facilities / Representation<sup>5</sup>: \_\_\_\_\_

Countries Where Supplier Work is Conducted: \_\_\_\_\_

Number of Branches: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Dun & Bradstreet (D-U-N-S Number): \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

\_\_\_\_\_

<sup>1</sup> CEO, CFO, Managing Director, Managing Member and those with controlling interests if applicable (attach a separate list if necessary).

<sup>2</sup> Manufacturer / Authorized Agent / Consulting Company, etc.

<sup>3</sup> Please provide a copy of your catalog or product(s)/service(s) brochure.

<sup>4</sup> Indicate the nature of the affiliation (e.g., parent, subsidiary, sister company, etc.) and provide the affiliate's full name, type of business and where it is conducted.

<sup>5</sup> Countries where the Company has a local office/facility and/or representation.

VAT or Tax ID Number: \_\_\_\_\_

Any Applicable License Number(s): \_\_\_\_\_

### **CONFLICT MINERALS DISCLOSURE**

**(This section applies to product suppliers only.)**

In August 2012, the Securities and Exchange Commission (the “SEC”) adopted final rules implementing §1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. The rules impose disclosure and due diligence requirements on publicly traded companies that manufacture products containing minerals designated as “conflict minerals” that originate in the Democratic Republic of Congo (“DRC”) or adjoining countries (together, “Covered Countries”).

As a result of the rules, Mueller is required to conduct due diligence inquiries of its supply chain regarding conflict minerals. To comply with the rules, Mueller has determined that it (a) will not purchase material that is not “DRC conflict free” (as defined by SEC rules) from any supplier and (b) will require that all material supplied to Mueller be “DRC conflict free.” We request your confirmation that, as of the date noted below, all material supplied by your company has been and will be “DRC conflict free.” Failure to respond could affect our ability to buy from you.

**Please check all applicable options below.**

- The materials supplied by Supplier do not contain or utilize cassiterite, columbite-tantalite, gold, wolframite and their derivatives (tantalum, tin and tungsten) (collectively, the “Conflict Minerals”).
- The materials supplied by Supplier to Mueller that contain or utilize any Conflict Minerals do not originate from any of the following countries: The Democratic Republic of Congo, Angola, Burundi, Central African Republic, Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda, Zambia. Supplier has implemented procedures to identify and monitor the origin of materials (other than those from recycled or scrap sources) that are produced with Conflict Minerals.
- The material supplied by Supplier to Mueller that contain or utilize any Conflict Minerals are from recycled or scrap sources.

### **PRIMARY CONTACT<sup>6</sup>**

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

<sup>6</sup> This individual is the primary contact for the Supplier. Please note that Mueller requires its product suppliers to confirm on a yearly basis that all material supplied to Mueller remains DRC conflict free. Unless you specify otherwise, the individual listed in this section will be contacted as part of Mueller’s yearly due diligence effort.



**ACKNOWLEDGEMENT**

I, the undersigned, acting in my capacity as an authorized representative of the below named company (the "Supplier"), hereby agree that the Supplier will abide by Mueller's Supplier Code of Conduct, a copy of which has been provided to me, and warrant that the information provided in this form is complete and accurate.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Printed Name of Company Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

