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## VENDOR CODE OF CONDUCT AND SUSTAINABILITY POLICIES

**Update: 6/1/2025**

### **Introduction**

Corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to Averitt Express. Averitt Express recognizes that our outside vendors and other suppliers (“**Vendors**”) play a vital role in our ongoing quest to be the Carrier of Choice. Because of this, we seek to develop long-term relationships with our Vendors that will be mutually beneficial to all parties.

In an effort to effectively foster and manage our relationships with Vendors, we have implemented this Vendor Code of Conduct and Sustainability Policy (“**Code of Conduct**”), which establishes the minimum standards that Averitt has set for its own directors, officers, associates and other representatives, and must be met by any Vendor that does business with Averitt.

**General Disclaimer:** The principles set forth in this Code of Conduct are not intended to conflict with or modify the terms and conditions of any contracts between Averitt and any Vendor. If a contract requirement is more restrictive than this Code of Conduct, the Vendor must comply with the more restrictive contract requirement.

### **Applicability**

This Code of Conduct applies to all aspects of Averitt’s business, and encompasses Averitt’s policies for its operations as well as all of Averitt’s vendors and other suppliers. Vendor is responsible for compliance with the standards set forth in this Code of Conduct (“**Standards**”) throughout its operations and throughout its entire supply chain. The Standards also constitute Averitt’s own internal policies, and Averitt is also responsible for compliance with each of the Standards established for Vendors in this Code of Conduct as though such Standards had been established for Averitt’s own operations.

At a minimum, Vendor must maintain full compliance with all laws and regulations applicable to the operation of its business and its relationship with Averitt.

Without limiting Vendor's obligations hereunder, Vendor shall comply with the Standards in:

- all of its facilities; and
- all of its operations, including with respect to manufacturing, distribution, packaging, sales, marketing, product safety and certification, intellectual property, labor, immigration, health, worker safety, and the environment.

Without limiting Vendor's obligations hereunder, Vendor is responsible for compliance with the Standards by all of its suppliers, vendors, agents, and subcontractors and their respective facilities (“**Partner(s)**”).

### **Labor and Human Rights – Slavery and Human Trafficking**

All labor must be voluntary. Averitt has zero tolerance for the use of any forms of forced labor in any of our operations and facilities. We prohibit the hiring of individuals who are under the applicable legal age. Human trafficking in any form as defined by the United Nations is also strictly prohibited, and we equip all employee drivers with awareness training so they are prepared to be part of an effective prevention strategy. Vendor shall not support or engage in slavery or human trafficking in any part of its supply chain.

Without limiting Vendor's obligations hereunder, Vendor shall not, and shall ensure that its Partners do not, support or engage in, or require any:

- compelled, involuntary, or forced labor;
- labor to be performed by children;
- bonded labor;
- indentured labor; or
- prison labor.

### **Compliance and Documentation**

Vendor shall:

- Implement and maintain a reliable system to verify the eligibility of all workers, including:
  - age eligibility; and
  - legal status of foreign workers.
- Implement and maintain a reliable recordkeeping system regarding the eligibility of all workers.

### **Hazardous Conditions and Workplace Safety**

Creating safe workplaces, whether in the cab of a truck or in an office, is a core value and fundamental to the culture of safety at Averitt. This policy conveys Averitt's commitment to the well-being of our employees and the public, as well as our desire to comply with laws and regulations. From initial employee onboarding through long-term performance, measurement and reporting shall take place continually to ensure compliance and continuous improvement with this policy. Without limiting Vendor's obligations hereunder, Vendor shall not, and shall ensure that its Partners do not, support or engage in, or require any hazardous labor to be performed by any person under the age of 18. Hazardous labor involves any work, which by its nature or the circumstances in which the work is undertaken, involves the substantial risk of harm to the safety or health of the worker or coworkers if adequate protections are not taken.

### **Identification Papers**

Without limiting Vendor's obligations hereunder, Vendor shall not require any worker to surrender control over original:

- identification papers or documents giving a foreign worker the right to work in the country;
- identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or
- documents, such as a birth certificate, evidencing the worker's age.

### **Financial Obligations**

Without limiting Vendor's obligations hereunder, Vendor shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly:

- pay recruitment or other fees or other amounts (monetary or in-kind);
- incur debt;
- make financial guarantees; or
- incur any other financial obligation.

### **Freedom of Movement**

Without limiting Vendor's obligations hereunder, Vendor shall ensure that workers have the right to freedom of movement without:

- delay or hindrance; or
- the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

Worker freedom of movement rights include each worker's right to leave the Vendor's facilities without retaliation:

- at the end of each workday;
- based on reasonable health and safety-related justifications; and
- based on any reasonable circumstances, such as personal or family emergencies.

### **Freedom to Terminate Employment**

Without limiting Vendor's obligations hereunder, Vendor shall allow workers to terminate their employment or work arrangement:

- without restriction; and
- without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

### **Compensation and Benefits/Decent Work and Economic Growth**

Vendor must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- the minimum wage and benefits established by applicable law;
- collective bargaining agreements; and
- an amount sufficient to cover basic living requirements.

## **Documentation**

Vendor shall:

- provide proof of payment to workers in the workers' native language showing hours worked, wage amounts and rates (regular, overtime, and bonus), and deductions;
- ensure that proof of payment is accurate, is clearly calculated, and enables workers to quickly verify the amount of payment and method of calculation; and
- maintain proper documentation of wage payments for their internal records.

## **Deductions**

Vendor shall not make any deductions from wages, except income tax withholding and those that are legally allowed.

## **Work Hours**

### **Regular Work Hours**

Vendor shall not require or allow workers to work more than the maximum legally permitted number of regularly paid hours worked per week.

### **Overtime Work Hours**

Additional overtime hours are voluntary, and must not exceed the maximum legally permitted number of overtime hours worked per week.

### **Rest and Lunch Breaks**

Vendor shall allow workers to take reasonable rest breaks, including bathroom breaks and reasonable lunch breaks, at least as often as required by law.

## **Documentation**

Vendor shall:

- use an industry-accepted time-keeping system to track worker work hours; and
- maintain work-hour policies to ensure compliance with this Code of Conduct and applicable law.

## **No Discrimination, Abuse, or Harassment**

Averitt believes in equal employment opportunity for all employees and applicants for employment in all terms and conditions of employment. Averitt is committed to basing employment decisions on the principles of equal employment opportunity. Averitt will recruit, hire, compensate, offer benefits to, upgrade, train, layoff, terminate, and/or promote individuals without discrimination on the basis of any class that is protected by applicable law. Vendor shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job.

Vendor shall treat workers with respect and dignity.

Vendor shall not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. Vendor must not condone or tolerate such behavior by its Partners.

### **Health and Safety**

Vendor shall provide a safe, healthy, and sanitary working environment. Vendor shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries, which are not specifically addressed in these Standards.

General and industry-specific procedures and safeguards include those relating to:

- health and safety inspections;
- equipment maintenance;
- maintenance of its facilities;
- worker training covering the hazards typically encountered in their scope of work;
- fire prevention; and
- documentation and recordkeeping.

Vendor shall provide workers adequate and appropriate personal protective equipment to protect workers against hazards typically encountered in the scope of work.

### **Facilities**

Vendor shall:

- ensure that all of its facilities meet all applicable building codes and industry design and construction standards;
- obtain and maintain all construction approvals required by law;
- obtain and maintain all zoning and use permits required by law;
- without limiting Vendor's obligations hereunder, ensure that all of its facilities have:
  - an adequate evacuation plan;
  - adequate, well-lit (including emergency lighting), clearly marked, and unobstructed emergency exit routes, including exits doors, aisles, and stairwells;
  - a sufficient number of emergency exit doors, which are located on all sides of each building, are unlocked (from the inside), and are readily opened from the occupied side and swing in the direction of emergency travel;
  - where facility size and layout reasonably necessitates, visible and accurate evacuation maps posted in the local language, and including a "you are here" mark;
  - adequate ventilation and air circulation;
  - adequate lighting;
  - adequate first aid kits and stations;
  - adequate fire safety, prevention, alarm, and suppression systems;
  - adequate access to potable water; and
  - adequate access to private toilet facilities.
- post safety rules, inspection results, incident reports, and permits, in each case, as required by law.

If Vendor provides dining facilities for its workers, it shall provide safe, healthy, and sanitary facilities (including food preparation and storage areas) that comply with all the Standards set out in the Health and Safety section of this Code of Conduct. Without limiting Vendor's obligations hereunder, Vendor shall (as applicable) obtain and maintain all food preparation permits and health certificates required by law.

### **Freedom of Association and Collective Bargaining**

Averitt respects and adheres to all applicable labor relations laws and regulations and the rights they protect for all employees. Averitt is further committed to maintaining positive and direct relationships with our employees based on open communication and mutual respect. Vendor shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

Without limiting Vendor's obligations set out above, Vendor shall not:

- take any action to prevent or suppress the workers' exercise of freedom of association or collective bargaining rights;
- discriminate or retaliate against, or discipline or punish, any worker who supports or exercises freedom of association or collective bargaining rights;
- discriminate or retaliate against, or discipline or punish, any worker who raises collective bargaining compliance issues; or
- discriminate or retaliate against, or discipline or punish, any worker based on union membership or the worker's decision to join or not join a union.

### **Environmental Protection**

Making business decisions that have a positive impact on the environment is a priority at Averitt. From decreasing overall carbon dioxide emissions to promoting sustainable energy consumption, practicing and advocating for environmental sustainability is important to our customers, the communities we serve, and ultimately our success. Averitt is dedicated to creating a more sustainable supply chain by advocating for innovating fleet operations, exploring alternative vehicle and fuel solutions, leading conversations within the industry, and using data-driven insights to gain efficiency. Vendor shall operate its facilities and provide all services in compliance with all environmental laws, including laws and international treaties relating to:

- manufacturing;
- packaging;
- waste disposal;
- emissions;
- discharges; and
- hazardous and toxic material handling.

### **Business Ethics / Peace, Justice & Strong Institution**

Averitt's reputation and continued success requires an unwavering commitment to honest and ethical business practices. Paying or accepting a bribe or kickback or obtaining or attempting to obtain a personal or business advantage through extortion, improper payments, or other corrupt means, is strictly prohibited and will not be tolerated. Vendor must conduct its business with integrity, honesty, and fairness. Vendor must not engage in any form of bribery, conflicts of interest, unfair competition or anti-trust, corruption, fraud, extortion, embezzlement, money laundering, counterfeiting, or other illegal or unethical practices. Vendor must not offer or accept any gifts, favors, entertainment, or hospitality that could influence or appear to influence the Vendor's business decisions or that could violate any applicable laws or regulations.

### **Data Protection and Data Security**

Vendor must respect the privacy and confidentiality of its customers, employees, and business partners. Vendor must collect, use, store, and dispose of personal data and sensitive information in accordance with all applicable data protection and privacy laws and regulations. Vendor must implement appropriate technical and organizational measures to protect our data and systems from unauthorized access, disclosure, modification, or destruction.

Vendor may only share data and information with authorized parties who have a legitimate business need and who agree to maintain its confidentiality. Vendor may not disclose, sell, trade, or rent personal data or sensitive information to third parties without first obtaining all legally required consent of the data subjects.

### **Financial Responsibility (Accurate Records)**

Vendor shall be responsible for maintaining accurate, complete, and timely records of its financial and business activities. Vendor must follow generally accepted accounting principles and standards and comply with all applicable tax laws and regulations. Vendor shall not falsify, manipulate, or misrepresent any records or documents for any purpose.

### **Disclosure of Information**

Vendor shall respect the confidentiality of the proprietary and trade secret information of its customers, employees and business partners, and shall not disclose it to unauthorized parties without first obtaining all legally required authorizations. Vendor shall obtain all legally required informed consent from affected third parties and stakeholders prior to collecting, storing, or sharing any third party personal data.

### **Intellectual Property**

Vendor shall respect and protect the intellectual property rights of others. Intellectual property includes patents, trademarks, trade names, trade secrets, copyrights, designs, and other intangible assets that result from innovation, creativity, and research and development.

Vendor shall not infringe, misuse, or misappropriate any intellectual property rights of others. Vendor shall obtain and use any intellectual property rights of others only with their permission or license and in accordance with the terms and conditions of such permission or license. Vendor shall not disclose or share any intellectual property rights of others without first obtaining all legally required authorization.

### **Export Controls and Economic Sanctions**

Vendor shall comply with all applicable export controls and economic sanctions laws and regulations that govern the transfer of goods, services, technology, software, data, or funds across national borders or to certain countries, entities, or individuals. Vendor shall obtain and maintain any required licenses, permits, or approvals for its export or import activities and follow the relevant procedures and documentation.

Vendor shall not export or import any goods, services, technology, software, data, or funds that are prohibited, restricted, or subject to sanctions by applicable laws and regulations. Vendor shall not engage in any business or transactions with any countries, entities, or individuals that are subject to sanctions or embargoes by applicable laws and regulations.

### **Whistleblowing and Protection Against Retaliation**

Vendor shall encourage its employees, managers, directors, and business partners to report any actual or suspected violations of this Code of Conducts, or other code of ethics, policies, laws, or regulations. Vendor shall ensure that all reports are treated confidentially and anonymously, unless otherwise required by law.

Vendor shall not tolerate any retaliation or discrimination against anyone who reports in good faith any actual or suspected violations of this Code of Conduct, or other code of ethics, policies, laws, or regulations. Retaliation includes any adverse action or threat that could deter or discourage anyone from reporting or participating in any investigation or audit. Vendor shall protect the rights and interests of anyone who reports or participates in any investigation or audit and take appropriate disciplinary or legal actions against anyone who engages in any retaliation or discrimination.

### **Gifts and Entertainment**

Vendor must maintain the highest ethical standards. It is an Averitt Express policy that no representative of our company is to solicit or accept personal gifts, favors, services, entertainment, or other things of value to the extent that decision making or actions may be influenced. In turn, Vendor must not offer gifts, favors, services, entertainment, or other things of value to Averitt's associates to the extent that decision making or actions may be influenced.

### **Report Violations**

Vendor shall self-report any violations of this Code of Conduct. Vendor can also submit questions and comments regarding this Code of Conduct, to Averitt's liaison set out below:

Name: Kerry Davis, Director of Finance  
Address: 1415 Neal Street, Cookeville, TN 38502  
Phone: 931-520-2735  
Email: [kerdavis@averitt.com](mailto:kerdavis@averitt.com)

Vendor shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct.

### **Compliance with Laws and Regulations**

Vendor shall comply with all applicable national and local laws and regulations, including laws and regulations relating to all the Standards. This includes, but is not limited to, laws and regulations related to working hours, freedom of association and collective bargaining, labor, women's rights, rights of minorities and indigenous peoples, land, forest and water rights and forced eviction, use of public or private security forces, human rights, health, safety, environment, anti-corruption, anti-trust, data protection, and intellectual property. Where this Code of Conduct requires Vendor to meet a higher standard than set out by law or regulation, Vendor shall meet such higher standards.

Vendor acknowledges that Averitt may in its discretion (and at its sole expense) conduct inspections of the Vendor's facilities and/or records to confirm Vendor's compliance with the Standards set forth in this Code of Conduct. Vendor acknowledges and agrees that Averitt's standard procedure is to conduct such inspections at least annually.

### **Termination**

Averitt may immediately terminate its business relationship (including any contracts) with Vendor if Vendor or its Partners fail to meet the Standards.