

SUPPLIER CODE OF CONDUCT

1. INTRODUCTION – THOR Industries, Inc. (including its subsidiaries and affiliates based in the United States, “THOR”, “we” or “our”) is committed to conducting our business accordance with the highest ethical standards. We strive to act with integrity and fairness in both employment and business relationships. We expect our employees to always act ethically and in compliance with all applicable laws, and we expect the same from those with whom we do business, including business partners, agencies, vendors, and suppliers (each a “Supplier”).

This Supplier Code of Conduct applies to all Suppliers doing business with THOR or on its behalf. We expect all Suppliers will read and fully comply with the principles set forth in this Code of Conduct. We will consider a Supplier’s compliance with this Code of Conduct when determining whether to engage in, maintain, or renew a business relationship with the Supplier. This Code of Conduct incorporates the principles found in [THOR’s Code of Conduct](#).

2. LEGAL AND REGULATORY COMPLIANCE – Suppliers must comply with all applicable laws and regulations, including local laws in the jurisdiction(s) in which THOR business is conducted. Specifically, but without limitation, Suppliers will not directly or indirectly act in any manner which would violate any applicable laws or regulations relating to bribery or illegal payments, unfair competition, the environment, employment, health and safety, international trade, import or export controls, money laundering, or unfair competition. In the event this Code of Conduct or THOR policy conflicts with applicable law or regulation, the law or regulation will control.

3. ETHICS AND COMPLIANCE – Ethics and Compliance. Supplier agrees to conduct its business in a legally compliant and ethical manner, and specifically agrees to maintain an ethics and compliance program appropriate for its business throughout its business relationship with THOR.

4. CONFLICTS OF INTEREST – Suppliers will promptly disclose to THOR all actual or potential conflicts in relation to their business dealings with THOR. Supplier may not offer to THOR employees, and THOR employees shall not accept, gifts or trips, other than inconsequential items or business courtesies which have little monetary value.

5. BRIBERY & CORRUPTION – Supplier will comply with all applicable laws, regulations, governmental rules and orders, including, without limitation all applicable country laws relating to anti-corruption or anti-bribery, including the U.S. Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq); the German Law on Fighting Corruption; and the UK Anti-Bribery Act. Supplier shall, neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from THOR to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.

6. CONFLICT MINERALS – Under the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd- Frank”), THOR and its subsidiaries must conduct an inquiry of all members of its supply chain regarding the use of tin, tantalum, tungsten and gold (the “Conflict Minerals”) in Product supplied to the THOR companies and the origin of the Conflict Minerals in such Product. Supplier commits to comply with Section 1502 of Dodd-Frank and its implementing regulations and agrees to cooperate fully with THOR in its effort to comply with this requirement.

7. LACEY ACT – Supplier guarantees, represents, and warrants that any plant or plant product, including any part thereof or ingredient therein, sold under this Agreement complies with the Lacey Act, 16 U.S.C. § 3371-3376, and any related laws or regulations. Supplier agrees to label and declare any plant or plant product sold under this Agreement in accordance with all applicable laws and regulations, including but not limited to the Lacey Act’s provisions on labeling, 16 U.S.C. § 3372(d), and filing declarations, 16 U.S.C. § 3372(f). Supplier acknowledges and accepts that its failure to comply with the laws and regulations applicable to this transaction, and specifically the Lacey Act, may result in the assessment against Thor of substantial fines and penalties, as well as the seizure and/or forfeiture of noncomplying plant(s) or plant product(s).

8. EMPLOYMENT STANDARDS – Supplier shall provide equal employment opportunities for all our employees and will not tolerate any speech or conduct that is intended to, or has the effect of, discriminating against or harassing any qualified applicant or employee because of his or her race, gender (including pregnancy, childbirth, or related medical conditions), color, age, physical or mental disability, religion, national origin, ethnicity, military or veteran status, ancestry, sexual orientation, gender identity or expression, familial status, citizenship status, genetic information, marital status, or any other characteristics protected by law under applicable federal, state, and local law (each a “Protected Characteristic”).

9. WORKING HOURS – Suppliers must comply with applicable wage and hour laws and regulations in the countries in which they do business. THOR expects Suppliers will provide all legally mandated compensation and benefits (including minimum wages and overtime). Suppliers must also comply with all laws and regulations governing working times and conditions, and Suppliers will not require workers to work more than the regular and overtime hours permitted under applicable law.

10. FREEDOM OF ASSOCIATION – We expect our Suppliers to share our commitment to complying with laws regarding freedom of association and to respect rights of employees related to collective bargaining.

11. CHILD LABOR – THOR prohibits the use of child labor. Suppliers must not employ any child (defined as any person who is under the age for the completion of compulsory in the country in which business is conducted, or, if higher, under the age of 15).

12. FORCED LABOR / SLAVE LABOR – THOR will not knowingly purchase goods manufactured as result of slavery, human trafficking, or forced labor in any form (including, but not limited to, indentured labor, prison labor, debt bondage, forced and compulsory labor, and the use of children in armed conflict). Suppliers may not engage in or support such activities.

13. SAFETY AND HEALTH – THOR is committed to providing a healthy and safe work environment our employees, preventing occupational illness and injury, and maintaining compliance with applicable health and safety laws and regulations. We expect Suppliers will exhibit the same commitment with respect to their own operations and that Suppliers will comply with THOR’s occupational health and safety policies.

14. ENVIRONMENTAL – THOR is committed to conducting its business in an environmentally sustainable manner, and THOR takes into account the impact of our products and services within the supply chain. THOR strongly encourages Suppliers to adopt and enforce the principles found in THOR’s Environmental Policy. We expect our Suppliers will conduct their operations in an environmentally sustainable manner and to use reasonable efforts to minimize the potential adverse environmental impact of their operations, products, and services and will comply with all applicable environmental laws, regulations, and industry standards. We further expect each Supplier will maintain an environmental, health and safety management system appropriate for its business.

15. COMPLIANCE – Each Supplier will create, maintain, and dispose of accurate books and records as required by applicable law and regulation. Suppliers must maintain all records necessary in order to show compliance with this Code of Conduct and applicable policies, laws, and regulations.

THOR reserves the right to inspect each Supplier’s operations and records to determine compliance with this Code of Conduct (including compliance with human rights and environmental management expectations). THOR may conduct inspections directly and/or with the assistance of a third party.

A Supplier must notify THOR of any non-compliance with this Code of Conduct. THOR will consider noncompliance with the Code of Conduct when determining whether to enter, renew, or continue a business relationship with a Supplier. THOR reserves the right to suspend and/or terminate its business relationship with a Supplier which does not comply with the Code of Conduct.

Current as of January 1, 2026