

Supplier Code of Conduct

Minimum standards for responsible 3PL supply chains

Effective date: August 6, 2026

Version: 1.0

Applies to: Suppliers, contractors, carriers, brokers, staffing providers, warehouse partners, and subcontractors supporting PIXIOR

Standard form. The Purchase Order and any signed agreement may contain additional or controlling terms.

PIXIOR provides warehousing, fulfillment, e-commerce, dropship, transportation, drayage, transloading, and related logistics services. Safe, lawful, ethical, and reliable suppliers are essential to those operations. This Code states the minimum standards expected of every Supplier doing business with PIXIOR.

'Supplier' includes the contracting entity and its employees, temporary workers, agents, subcontractors, carriers, and lower-tier suppliers used to provide goods or services to PIXIOR. Supplier shall communicate this Code to relevant personnel and flow down materially equivalent requirements to its supply chain.

1. Core Expectations

- Comply with all laws and maintain the licenses, permits, registrations, insurance, and records required for the goods or services provided.
- Act honestly, fairly, safely, and with respect for workers, customers, communities, property, cargo, information, and the environment.
- Identify and manage risks through policies, responsible managers, training, controls, reporting channels, and corrective action appropriate to the Supplier's size and activities.
- Cooperate with reasonable compliance reviews and promptly disclose material violations, safety risks, service interruptions, regulatory actions, or other issues that may affect PIXIOR.

2. Labor and Human Rights

2.1 Freely Chosen Employment. Supplier shall not use forced, bonded, indentured, trafficked, prison labor that is not voluntary and lawful, or any other form of compulsory labor. Workers must be free to leave employment after reasonable notice and must retain control of their identity and immigration documents. Supplier shall not charge workers unlawful recruitment fees or require deposits as a condition of employment.

2.2 Child Labor and Young Workers. Supplier shall not employ anyone below the minimum legal working age. Lawful workers under age eighteen must not perform hazardous work, work prohibited hours, or perform duties that interfere with required education.

2.3 Wages, Hours, and Benefits. Supplier shall pay workers accurately, on time, and at least the compensation required by law, including minimum wages, overtime, premiums, reimbursements, and legally required benefits. Supplier shall provide understandable wage statements, maintain accurate time records, provide required meal and rest periods and leave, and comply with lawful limits on working hours.

2.4 Worker Classification and Staffing. Supplier shall properly classify employees and independent contractors, verify work authorization, maintain workers' compensation coverage, and comply with laws governing staffing and labor contractors. Supplier shall not use sham entities or contracting arrangements to avoid wage, tax, benefit, safety, or employment obligations.

2.5 Nondiscrimination and Harassment. Supplier shall provide equal employment opportunity and a workplace free from unlawful discrimination, harassment, retaliation, violence, and abusive treatment. Employment decisions must be based on legitimate business qualifications and not protected characteristics.

2.6 Freedom of Association and Voice. Supplier shall respect workers' lawful rights to organize, bargain collectively, decline such activity, raise concerns, participate in investigations, and report hazards or violations without intimidation or retaliation.

2.7 Warehouse Performance Standards. Where warehouse quota or work-speed laws apply, Supplier shall provide required notices, maintain required records, and ensure that quotas do not prevent legally protected meal or rest periods, bathroom use, occupational health and safety compliance, or other protected rights.

3. Health and Safety

- Maintain a safe and healthy workplace and comply with Cal/OSHA, federal OSHA, transportation-safety, fire, building, sanitation, and other applicable requirements.
- Establish and maintain required written safety programs, including a California Injury and Illness Prevention Program when applicable, with assigned responsibility, hazard assessment, correction, communication, training, incident investigation, and recordkeeping.
- Provide qualified supervision, job-specific training, required personal protective equipment, machine guarding, lockout/tagout controls, safe material-handling practices, ergonomic protections, and exposure controls appropriate to the work.
- Maintain emergency plans, evacuation procedures, first-aid capability, fire protection, and prompt reporting and investigation of injuries, illnesses, spills, property damage, near misses, and unsafe conditions.

- Protect all personnel working at shared sites. Supplier shall coordinate hazards and safety responsibilities with PIXIOR and other employers and comply with reasonable site-access, traffic, security, sanitation, and emergency rules.
- Do not permit work while impaired by alcohol, illegal drugs, fatigue, or any condition that makes the work unsafe. Safety-sensitive transportation activities must comply with applicable drug-and-alcohol testing rules.

4. Environment and Product Stewardship

- Obtain and maintain required environmental permits and comply with laws governing air emissions, wastewater, stormwater, waste, hazardous materials, spill prevention and response, and protected resources.
- Prevent pollution and releases; use energy, water, packaging, pallets, and other resources efficiently; and pursue practical reductions in waste, emissions, and unnecessary single-use materials.
- Identify, label, store, handle, transport, and dispose of hazardous or regulated materials lawfully. Provide current safety data sheets, emergency information, and required training before work begins.
- Provide accurate product composition, origin, recyclability, chemical, and regulatory information reasonably requested by PIXIOR. Give all legally required California Proposition 65 warnings and promptly notify PIXIOR of a product or packaging compliance issue.
- Maintain equipment and vehicles to applicable emissions and environmental standards and respond promptly to spills, leaks, releases, citations, or permit violations that may affect PIXIOR or its customers.

5. Business Ethics

5.1 Anti-Bribery and Improper Payments. Supplier shall not offer, promise, authorize, give, request, or accept a bribe, kickback, facilitation payment, secret commission, or other improper benefit. Supplier shall comply with applicable anti-corruption laws and maintain accurate records of all transactions involving PIXIOR.

5.2 Gifts and Hospitality. Supplier may offer only modest, infrequent, lawful business courtesies that do not create an obligation or appearance of influence. Cash, cash equivalents, personal discounts, lavish entertainment, and gifts during an active sourcing or contracting decision are prohibited.

5.3 Conflicts of Interest. Supplier shall promptly disclose any actual or potential conflict involving PIXIOR personnel, including financial interests, family or close personal relationships, outside employment, referral fees, or other circumstances that could impair objective business judgment.

5.4 Fair Competition. Supplier shall compete honestly and comply with antitrust, unfair competition, procurement, and trade-practice laws. Supplier shall not coordinate prices or bids, allocate customers or markets, misuse confidential competitor information, or make false or misleading claims.

5.5 Accurate Records and Fraud Prevention. Supplier shall maintain complete and accurate books, invoices, time records, shipping records, delivery records, customs data, safety records, and supporting documents. False invoices, phantom shipments, double billing, cargo theft, inventory manipulation, concealment, and misrepresentation are prohibited.

5.6 Confidentiality and Intellectual Property. Supplier shall protect PIXIOR and customer confidential information, use it only for authorized work, and respect patents, copyrights, trademarks, trade secrets, software licenses, and other intellectual-property rights.

6. Privacy and Cybersecurity

- Collect, access, use, retain, disclose, and dispose of personal information only for authorized business purposes and in accordance with applicable privacy law and contractual instructions.
- Maintain reasonable administrative, technical, and physical safeguards, including access control, authentication, secure configuration, vulnerability and patch management, malware protection, backups, encryption where appropriate, personnel training, and secure disposal.
- Do not sell, share, combine, or use personal information for advertising or unrelated purposes when prohibited by law or contract. Execute any required data-processing, service-provider, or contractor terms before receiving personal information.
- Notify PIXIOR without undue delay of any actual or reasonably suspected data breach, cyberattack, unauthorized system access, credential compromise, or loss of PIXIOR information; preserve evidence; mitigate harm; and cooperate with investigation and legally required notifications.

7. Trade and Responsible Sourcing

- Comply with applicable customs, sanctions, export-control, antiboycott, anti-money-laundering, and forced-labor import laws.
- Provide accurate country-of-origin, tariff classification, valuation, product description, marking, license, certificate, and supply-chain information. Never falsify or omit information to evade duties, restrictions, screening, or reporting.
- Use reasonable due diligence to prevent goods made with forced labor, unlawfully mined or harvested materials, counterfeit components, sanctioned-party content, or other prohibited sources from entering PIXIOR's supply chain.

- Screen relevant parties and transactions when required, retain trade records for the legally required period, and promptly disclose a detained shipment, denied-party match, license issue, customs inquiry, or suspected violation.

8. Transportation, Warehousing, and Cargo Standards

- Maintain all operating authority, registrations, permits, insurance, bonds, and qualifications required for the capacity in which Supplier acts, including as a motor carrier, broker, freight forwarder, warehouse provider, customs service provider, or hazardous-materials provider.
- Do not misrepresent operating capacity or arrange transportation under another party's authority. Unauthorized brokering, rebrokering, double brokering, carrier substitution, co-loading, transloading, or subcontracting is prohibited.
- Use qualified drivers and personnel; comply with applicable hours-of-service, licensing, medical qualification, drug-and-alcohol, vehicle inspection, maintenance, cargo securement, weight, routing, and safety rules; and maintain supporting records.
- Protect cargo and facilities through reasonable seal controls, chain-of-custody procedures, access restrictions, identity verification, theft prevention, temperature controls where applicable, and prompt reporting of loss, damage, contamination, tampering, delay, or security incidents.
- Accept hazardous materials only when authorized, properly trained, equipped, registered, insured, and provided accurate shipping papers, labels, placards, emergency-response information, packaging, and segregation instructions.
- For California warehouse labor, staffing, or port-drillage services, provide the information and execute the project-specific written agreement required by applicable law. Pricing must be sufficient to support lawful wages, benefits, insurance, safety, equipment, and compliance.
- Follow reasonable PIXIOR routing, appointment, labeling, electronic-data, proof-of-delivery, claims, inventory-control, recall, and customer-specific instructions that are included in the applicable agreement or service order.

9. Management, Monitoring, and Corrective Action

- Assign responsibility for Code compliance and provide appropriate policies, training, controls, and reporting channels.
- Conduct risk-based due diligence on subcontractors and lower-tier suppliers and flow down materially equivalent requirements.

- Maintain relevant compliance records and, on reasonable notice, cooperate with PIXIOR questionnaires, document reviews, interviews, or site assessments. Reviews must respect legitimate confidentiality, security, and legal restrictions.
- Promptly investigate concerns, stop ongoing harm, preserve evidence, implement corrective action, and verify effectiveness. Supplier shall not retaliate against anyone who raises a good-faith concern or participates in an investigation.
- Material or repeated noncompliance may result in a corrective-action plan, suspension of new work, removal of personnel, rejection of goods or services, termination, referral to authorities, or other remedies available under the applicable agreement or law.

10. Reporting Concerns

Supplier shall promptly report a suspected violation of this Code or a material legal, safety, labor, environmental, cargo-security, fraud, corruption, privacy, or trade-compliance concern affecting PIXIOR. Reports should include enough factual detail for a responsible review and may be sent to contact@pixior.com with the subject line 'Supplier Compliance.'

PIXIOR expects concerns to be raised in good faith. Supplier must prohibit retaliation against workers or other persons who report concerns, refuse unlawful conduct, or participate in an investigation.

11. Relationship to Agreements

This Code supplements the applicable Purchase Order and written agreement. It does not reduce a stricter legal or contractual requirement. If this Code conflicts with a signed agreement, the signed agreement controls for the specific conflict. This Code does not create employment, agency, partnership, fiduciary, or third-party-beneficiary rights and does not prevent PIXIOR from applying risk-based requirements appropriate to a particular service.

Contact

Questions regarding this Code may be sent to contact@pixior.com with the subject line 'Supplier Compliance.'

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