



SUPPLIER CODE OF CONDUCT

Russel Metals Inc., together with its subsidiaries, (collectively, “**Russel Metals**” or the “**Company**”), is committed to conducting business in an ethical and legal manner and expects our vendors, suppliers and contractors (collectively, “**Suppliers**”) to share our commitment and to the standards of business conduct set forth in this Supplier Code of Conduct (“**Supplier Code**”).

In view of this, we ask that you, as a valued Supplier to Russel Metals, review and indicate your understanding and compliance with this Supplier Code by signing at the end of this document.

Forced Labour and Child Labour

Suppliers shall not use Forced Labour or Child Labour, in each case, as defined in the *Fighting Against Forced Labour and Child Labour in Supply Chains Act (Canada, 2023)*.

Russel Metals requires all Suppliers take steps to prevent Forced Labour or Child Labour in their supply chain.

Human Rights

Suppliers shall comply with all applicable laws on working time and pay each of their employees at least the minimum wage and benefits required by applicable laws.

Suppliers shall treat all employees with respect and dignity. Accordingly, Suppliers shall provide a workplace which is free from any form of harassment, coercion, abuse or discrimination.

Health & Safety

Suppliers shall comply with all applicable health and safety laws, rules and regulations, and shall provide a safe workplace for their employees. Suppliers are expected to implement effective health and safety policies, procedures and programs and to provide appropriate training on such policies, procedures and programs.

Ethical Sourcing of Materials and Conflict Minerals

Suppliers shall exercise diligence in the sourcing of Russel Metals orders to ensure that such sourcing neither promotes or supports counterfeiting nor benefits any group that perpetrates human rights abuses or violent conflict.

In particular, no Supplier shall supply goods to Russel Metals containing columbite-tantalite (coltan), cassiterite, wolframite, tin, tungsten, tantalum or gold (the “**Conflict Minerals**”) obtained from sources that finance or benefit armed groups in any “**Covered Country**” as defined by Section 1502 of the *Dodd-Frank Wall Street Reform and Consumer Protection Act*.

All Suppliers shall inform Russel Metals at the time any orders or contracts are entered for the sale of goods to Russel Metals whether any such goods contain Conflicts Minerals. Such notification shall identify the specific Conflict Mineral and its country of origin. If the Conflict Mineral originates from a Covered

Country, Supplier must affirm that the purchase of such Conflict Mineral did not directly or indirectly finance or benefit armed groups in the Covered Countries and state the basis for such affirmation. Russel Metals, in its sole discretion, reserves the right to terminate and cancel any orders or contracts for goods containing Conflict Minerals.

Environment

Suppliers shall strive to minimize impact on the environment from their operations and, at a minimum, operate in compliance with all applicable environmental laws, rules and regulations.

Business Ethics and Compliance with Law

Russel Metals expects each of its Suppliers to conduct its business in accordance with high ethical standards and to conduct business in accordance with all applicable laws, rules and regulations. In particular, Russel Metals expects that its Suppliers: (a) not permit or engage in bribery, corruption, embezzlement, extortion, or kickbacks; (b) not engage in money laundering; (c) not engage in any anti-competitive, restrictive or illegal trade practices; and (d) avoid any situation that may create a conflict of interest with Russel Metals, including offering value directly or indirectly to any of Russel Metals' employees or any person representing Russel Metals in any way. In the event of any actual or apparent conflict of interest, Supplier shall disclose any such matter to Russel Metals in writing.

Compliance and Reporting

Suppliers must maintain documentation reasonably necessary to evidence compliance with this Code. Such documentation must be made available to Russel Metals upon reasonable advance written request. Failure to comply with this Code may subject a Supplier to possible termination of its business relationship with Russel Metals.

In the event Supplier, or any employee of Supplier, becomes aware of any breach or potential breach of this Code, such individual shall promptly notify Russel Metals' Director of Purchasing Ryle Chislett.

Supplier Declaration

We, the undersigned, hereby confirm on behalf of our company that by signing this document, we acknowledge and comply with the terms of this Supplier Code.

Name of Supplier: _____

Name(s) and
Function(s) of
Authorized
Signatories (print) _____

Signature of
Authorized
Signatories: _____

Date: _____