AAR Supplier Code of Conduct

Applicable to Suppliers, Consultants, and Contractors

COMMITMENT TO DOING IT RIGHT.
Corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to AAR and alight with our "*Doing it Right"* values. These principles apply to all aspects of AAR's business, and encompass all distributors, manufacturers, vendors, consultants, contractors, and other suppliers and third parties (each a "Supplier" and collectively "Suppliers") that engage in business transactions with AAR. AAR grounds its relationships with Suppliers in lawful, efficient and fair practices. It is important that our Suppliers demonstrate the capability and willingness to follow robust legal, ethical, labor, trade, human rights, and environmental standards and adhere to applicable legal and regulatory requirements in their business relationships as set out in this Supplier Code of Conduct ("Supplier Code"). All Suppliers are expected to adhere to this Supplier Code and are responsible for ensuring their practices are consistent with the practices herein. This Supplier Code establishes the minimum standards that must be met by any Supplier doing business with AAR regarding:

- human rights and responsible labor practices;
- workplace safety;
- the impact of Supplier's activities on the environment; and
- Supplier's ethical business practices.

The same obligations outlined herein will also apply to subcontractors or independent contractors used by Supplier. Suppliers are responsible for compliance of their subcontractors or independent contractors with this Supplier Code, to the extent that subcontractors or independent contractors are involved in providing products or services on behalf of AAR. Supplier shall maintain a process to select, monitor, and manage subcontractors and sub-tier suppliers involved in providing goods or services to AAR. Upon request, Supplier shall: a) disclose the identity and location of relevant sub-tier suppliers supporting AAR work (as reasonably necessary to assess compliance and risk);b) provide reasonable traceability documentation for materials and parts (including origin and chain-of-custody information where applicable); and c) ensure corrective actions are implemented and verified across sub-tiers when nonconformance is identified.

Supplier shall maintain a risk-based compliance program and management systems appropriate to the nature, size, and risk profile of its operations and the goods or services provided to AAR. Supplier shall, at a minimum: a) identify and periodically assess key risks related to labor and human rights, health and safety, environmental compliance, business integrity/anti-corruption, trade compliance, and information security; b) implement written policies, procedures, and internal controls designed to mitigate identified risks; c) maintain documentation sufficient to demonstrate compliance with this Supplier Code and applicable law; and d) promptly notify AAR of material incidents, significant enforcement actions, or credible allegations of misconduct related to work performed for, or products/services supplied to, AAR.

AAR CODE OF CONDUCT: Additionally, AAR has a Code of Conduct which is available on AAR's website in several languages, found at the ethics and compliance section of aarcorp.com (or directly at AAR Code of Conduct). Suppliers are encouraged to read and download the AAR Code of Conduct for additional guidance.



WORK AS ONE. BE INCLUSIVE. Supplier shall treat people with respect and dignity, encourage diversity and diverse opinions, promote equal opportunity for all, and help create an inclusive and ethical culture. Discrimination and retaliation on any basis, including race, religion, gender, sexual orientation, disability, nationality, veteran status, or any protected class, is prohibited. Workers have a right to a workplace free of harassment. Our Suppliers must prohibit all types of harassment including, but not limited to physical, verbal, psychological, and sexual harassment.

FAIR EMPLOYMENT PRACTICES AND HUMAN RIGHTS POLICY. Supplier must observe applicable laws and regulations governing wages and hours, recruitment, employment contracts, and working conditions. Supplier shall at all times respect the fundamental human rights of all workers, (including full- time, part-time or contracted) business partners

and customers and observe the UN Guiding Principles on Business and Human Rights, the Universal Declaration of Human Rights, and the International Labour Organization (ILO) Conventions on Labor Rights. Supplier shall not engage in slavery or human trafficking, child labor, and or employ workers younger than sixteen (16) years of age or below the applicable minimum age, whichever is higher. Supplier shall not engage in the use of forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery, or trafficking of persons. This includes transporting, harboring, recruiting, transferring, or receiving vulnerable persons by means of threat, force, coercion, abduction, or fraud for the purpose of exploitation. Supplier must not require workers to surrender control over original identification papers or documents giving foreign workers the right to work in the country; or pay fees for the right to work. Supplier shall not charge workers recruitment fees or related costs to obtain employment. Supplier shall use reputable recruitment agencies and prohibit fraudulent, misleading, or coercive recruitment practices. Supplier shall provide workers with written employment terms in a language they understand, including wages, hours, and conditions of work, prior to departure from their home country (where applicable). Supplier shall maintain processes to verify that recruitment practices across labor providers and subcontractors comply with this requirement. Supplier must also ensure its workers have the right to freedom of movement, and ensure that their personnel observe the highest standards of personal and professional conduct. Supplier must also respect the rights of employees to freely organize and bargain collectively in accordance with all applicable laws and regulations. Supplier shall protect employee personal information as required under applicable law or regulations. Supplier shall provide workers and, where appropriate, external stakeholders with at least one accessible channel to raise concerns or grievances (including anonymous reporting where permitted by law) without fear of retaliation. Supplier shall investigate concerns promptly, take corrective action where warranted, and maintain appropriate documentation of outcomes.



QUALITY FIRST. SAFETY ALWAYS. Supplier shall comply with applicable quality requirements. Supplier must take reasonable steps to prevent workplace hazards, and work-related accidents and injuries. Supplier shall (i) comply with applicable environmental, health and safety ("HSE") laws and regulations and AAR's contractor HSE requirements; (ii) provide workers a safe, healthy, and sanitary workplace; and (iii) not adversely affect the local community. More specifically, Supplier shall provide safe and healthy working conditions for workers in accordance with applicable laws, such as building and fire codes, and other relevant industry standards. This includes, but is not limited to, providing a safe and healthy workplace and on-site housing (if applicable); establishing a process to assess and minimize workplace hazards; offering trainings, personal protective equipment, potable water, access to sanitary facilities that are gender specific where relevant, access to medical facilities, and emergency response equipment; maintaining an emergency response plan; and fulfilling other criteria set forth in ILO Occupational Safety and Health Convention 155 at no cost to the employee. Suppliers shall have a process in place for workers to report safety incidents and accidents, and investigate to determine root causes and necessary corrective actions to prevent reoccurrence.

As a company, we seek to create a sustainable environment and we require our Suppliers to do the same. Supplier shall comply with all relevant environmental regulations and seek to ensure the efficiency of their business operations in terms of consumption of natural resources including, but not limited to water, waste and energy. Where applicable, and as appropriate to the scale of the Supplier, Supplier shall implement an environmental management system that regularly reviews controls to minimize environmental impacts and measure performance. Where appropriate to the scale of Supplier and the nature of goods/services provided to AAR, Supplier should measure and manage greenhouse gas emissions and climate-related impacts associated with its operations, and, upon request, provide AAR with reasonable information to support AAR's sustainability and customer reporting obligations (including emissions, energy usage, and reduction initiatives). Supplier is encouraged to set goals and implement projects to reduce emissions, energy consumption, and waste over time.



BE HONEST. INSPIRE TRUST. AAR requires that its Suppliers never misrepresent themselves or use dishonest methods to gather competitive information.

Avoid Conflicts of Interest. Supplier shall ensure that they do not engage in activities that might create a conflict of interest for AAR or for themselves. Supplier shall refrain from (i) taking for personal benefit, or directing to a Supplier, opportunities that properly belong to AAR or are discovered through the use of AAR property, information or position, and (ii) using AAR property for personal gain. Supplier must voluntarily declare any engagement between its personnel and AAR staff that creates or may appear to create a conflict of interest that could affect an AAR employee's judgment and conflict with AAR's interests. This shall include circumstances such as where a Supplier's employee has a family or close personal relationship with an AAR employee that may represent a perceived conflict of interest.

Compete Fairly. Suppliers are prohibited from engaging in anticompetitive practices, such as: *price fixing* (agreeing with a competitor to raise, lower or stabilize prices); *market or customer division or customer allocation* (dividing customers, territories or markets with competitors); *bid rigging* (coordinating bidding activity with competitors to decide who will be awarded a contract); *boycotting* (agreeing with a competitor to not do business with targeted individuals or businesses); and/or, *monopolies* (taking advantage of a dominant market position to dictate pricing or other terms).

Fraud and Deception. Supplier must not conduct business fraudulently or deceptively, make false claims or allow anyone representing them to do so. Supplier must conduct business with a commitment to maximum transparency, consistent with good corporate governance, and gather competitive information by legal means. Suppliers must comply with all executed agreements to which Suppliers are subject. If a Supplier determines or discovers that a false or misleading statement or material omission of any kind has been made, the Supplier must take immediate action to identify the inaccurate statement and to correct such inaccuracies.

Source Responsibly. Supplier shall adhere to federal laws and regulations regarding conflict minerals (gold, tantalum, tin, and tungsten) when sourcing materials. U.S. stock-listed companies who manufacture or contract to manufacture products containing conflict minerals must make specialized disclosure and file reports as required by the U.S. Securities and Exchange Commission. This means we expect our Suppliers whose products contain these minerals to: (1) conduct due diligence on the source and chain of custody of these minerals; and (2) support efforts to eradicate the use of conflict minerals which directly or indirectly finance or benefit armed groups in the Democratic Republic of Congo or adjoining countries. See our Conflict Minerals Policy for more information and our expectations for Suppliers: https://www.aarcorp.com/en/investors/conflict-minerals-policy/

Security and Privacy. Supplier shall (i) respect privacy rights, comply with all applicable data privacy laws and regulations, and secure the data of AAR employees, customers, and third parties (collectively, "AAR Data"); (ii)implement and maintain physical, organizational and technical measures to ensure the security and confidentiality of AAR Data in order to prevent accidental, unauthorized or unlawful destruction, alteration, modification or loss of AAR Data, misuse of AAR Data, or unlawful processing of AAR Data; (iii) protect Supplier operations and facilities against exploitation by criminal or terrorist individuals and organizations and (iv) implement information security controls appropriate to the sensitivity of AAR Data and the services provided, including access controls, encryption where appropriate, vulnerability management, and security awareness training. Supplier shall promptly notify AAR of any confirmed security incident or breach that compromises (or is reasonably suspected to compromise) AAR Data or Supplier systems used to process, store, or transmit AAR Data, and shall cooperate with AAR's reasonable incident response requests.

Trade Controls & Customs Matters. Supplier shall (i) not transfer AAR technical information to any third party without the express, written permission of AAR; (ii) comply with all applicable trade control laws and regulations such as the International Traffic in Arms Regulation and the Export Administration Regulations in the import, export, re-export or transfer of goods, services, software, technology or technical data including communication of hardware and data classification and any restrictions on access or use by unauthorized persons or entities; (iii) comply with applicable economic sanctions and restricted party screening requirements and shall maintain a screening process, appropriate to its risk profile, to prevent dealings involving sanctioned or restricted persons, entities, or jurisdictions,

where such dealings relate to work performed for AAR or products/services supplied to AAR; and (iv) comply with U.S. Antiboycott laws, regulations and guidelines. Our Suppliers must not participate in, cooperate with, or further the cause of any unsanctioned foreign economic boycott or restrictive trade practice, in accordance with the Export Control Reform Act of 2018 and the 1976 Tax Reform Act.

Working with Governments, Improper Payments and Dealings with AAR Employees and Representatives. Supplier must (i) maintain and enforce a policy requiring adherence to lawful business practices, including a prohibition against bribery of government officials (including employees of state-owned and state-controlled entities such as state-owned airlines); (ii) not offer or provide, directly or indirectly, anything of value, including cash, bribes, gifts, facilitation payments ("grease payments"), kickbacks, excessive entertainment, including offers of employment to any AAR employee or close relative, representative or AAR customer or to anyone, including government officials, in connection with any AAR procurement, transaction or business dealing; and, (iii) maintain accurate books and records. Supplier must not make improper payments to any government official, government employee, or anyone acting in an official capacity to influence that person to engage in or refrain from an official act, including but not limited to approving or securing permits or licenses necessary for AAR to conduct business. Supplier may be requested to provide additional information about their specific anti-bribery and corruption policies. Supplier shall have implemented a screening process with their contracting partners and a reporting line for its employees and third parties.

Payment of Taxes. Supplier must ensure compliance with all applicable tax laws and regulations in the countries where it operates and be open and transparent with tax authorities. Supplier shall not engage in deliberate illegal tax evasion or facilitate such evasion on behalf of others. As such, supplier must put in place effective controls to minimize the risk of tax evasion or its facilitation and provide appropriate training, support, and whistleblowing procedures to ensure their employees understand and implement such controls effectively and are able to report any related concerns.

Anti-Money laundering. Supplier shall comply with applicable anti-money laundering laws and regulations and maintain controls designed to prevent use of Supplier's operations for money laundering, terrorist financing, or other illicit financial activity in connection with work performed for AAR.

Intellectual Property. Supplier must respect the intellectual and other property rights of AAR and of third parties, including all patents, trademarks and copyrights.

Ethical Use of Artificial Intelligence. AAR is committed to the ethical use of artificial intelligence. Suppliers are expected to review and support the United States Department of Defense Ethical Artificial Intelligence Principles when developing or using artificial intelligence solutions on AAR's behalf. Where Supplier develops or uses AI-enabled solutions on AAR's behalf, Supplier shall: (i) protect AAR Data and confidential information from unauthorized use in model training or prompts, (ii) implement appropriate controls to reduce material bias and to support accuracy and reliability, (iii) maintain appropriate human oversight for high-impact decisions, and (iv) disclose to AAR, upon request, the use of material subcontractors, third-party models, or data sources used to deliver AI-enabled services to AAR.

Training and Awareness. Supplier shall provide periodic training and communications to employees and relevant third parties on the requirements of this Supplier Code, including anti-corruption, trade compliance, harassment, discrimination, human rights and labor standards, health and safety, and information security, as applicable to their roles.

Inspection and Corrective Actions

On reasonable notice to Supplier, Supplier shall allow AAR at its own expense to conduct inspections of Supplier's facilities (with or without third party assistance) to ensure compliance with this Supplier Code. Supplier shall be required at Supplier's expense to correct any activities or conditions identified by AAR as not conforming to this Supplier Code. Where nonconformance is identified, Supplier shall develop and implement a written corrective action plan that includes: (i) containment actions, (ii) root cause analysis, (iii) corrective and preventive actions, (iv) responsible owners, and (v) completion timelines. Supplier shall provide status updates upon request and, where

appropriate, validation evidence demonstrating effectiveness of corrective actions. Repeated or material nonconformance, refusal to cooperate, or failure to remediate may result in escalation up to and including termination of the business relationship.

HOW TO RAISE A QUESTION OR CONCERN

Subject to local laws and any legal restrictions applicable to such reporting, each Supplier is expected to inform AAR promptly of any concern related to this Supplier Code or the AAR's Code of Conduct that affects AAR, whether or not the concern involves the Supplier, as soon as the Supplier has knowledge of such an occurrence. Supplier also must take such steps as AAR may reasonably request to assist AAR in the investigation of any such allegation or occurrence involving AAR and the Supplier. Supplier must notify AAR of any alleged non-conformance with the Supplier Code.

Prompt reporting is crucial – All questions or concerns should be raised promptly by a Supplier by:

- Calling the AAR Ethics Hotline at 855-822-9536 (US/Canada) or 855-350-9393 (Canada – Français);
- Visiting aar.ethicspoint.com[1];
- Contacting AAR's Chief Ethics & Compliance Officer (312-278-5360); or,
- Contacting AAR's Law Department (630-227-2000).

AAR Policy prohibits retaliation against any person who reports a concern in good faith.

The failure to comply with this Supplier Code may result in the immediate termination of your business relationship with AAR.

[1] To obtain additional phone numbers for locations outside of the United States and Canada, please visit our EthicsPoint Hotline website at www.aar.ethicspoint.com.