



WGI® Inc.
d/b/a Westfield Gage Company Overhaul and
Repair®
FAA/ Repair Station WNFR711K
EASA/CAAC Approved
P.O. Box 1130
34 Hudson Drive
Southwick, MA 01077

Code of Conduct and Business Ethics Policy

WGI Inc. maintains certain policies to guide its employees with respect to standards of conduct expected in areas where improper activities could damage the Company's reputation and otherwise result in serious adverse consequences to WGI Inc. and to employees involved. The purpose of this Policy is to affirm, in a comprehensive statement, required standards of conduct and practices with respect to certain type of payments.

An employee's actions under this Policy are significant indications of the individual's judgment and competence. Accordingly, those actions constitute an important element in the evaluation of the employee for position assignments and promotion. Correspondingly, insensitivity to or disregard of the principles of this Policy will be grounds for appropriate management disciplinary action. WGI Inc employees are committed to the highest standard of ethics and business conduct. WGI Inc's employees must comply with the law, honor their commitments, act in good faith, Uphold WGI's values, and hold themselves accountable.

Prohibition of Improper Payments

The Company expects all employees to use only legitimate practices in commercial operations and in promoting the Company position on issues before governmental authorities. As stated below, "kickbacks" or "bribes" intended to induce or reward favorable buying decisions and governmental actions are unacceptable and prohibited.

No employee of the Company or any Controlled Affiliate acting on the Company's behalf shall, in violation of any applicable law, offer or make directly or indirectly through any other person or firm any payment of anything of value (in the form of compensation, gift, contribution or otherwise) to:

- any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, for the purpose of inducing or rewarding any favorable action by the customer in any commercial transaction; or any governmental entity, for the purpose of inducing or rewarding action (or withholding of action) by a governmental entity in any governmental matter;
 - Any governmental official, political party or official of such party, or any candidate for political office, for the purpose of inducing or rewarding favorable action (or withholding of action) or the exercise of influence by such official, party or candidate in any commercial transaction or in any governmental matter.
- In utilizing consultants, agents, sales representatives or others, the Company will employ only reputable, qualified individuals or firms under compensation arrangements, which are reasonable in relation to the services performed. Consultants, agents or representatives retained in relation to the provision of goods or services to the federal government must agree to comply with all laws, regulations and Company policies governing employee conduct.

The provisions of this section are not intended to apply to ordinary and reasonable business entertainment or gifts not of substantial value, customary in local business relationships and not violative of law as applied in that environment. In some countries (but not in all countries-and particularly not in the United States), it may be acceptable to make such insubstantial gifts to minor government officials where customary in order to expedite or secure routine administrative action required in the orderly conduct of operations. Managers are expected to exercise sound discretion and control in authorizing such business entertainment and gifts.

When customer organizations, governmental agencies, or others have published policies intended to provide guidance with respect to acceptance of entertainment, gifts, or other business courtesies by their employees, such policies shall be respected. All Directors, officers, employee's representatives, and business partners understand and comply with the expectations set forth in this code.

Reports and Periodic Reviews

Any employee who is requested to make, authorize, or agree to any offer or payment which is, or may be, contrary to this Policy will promptly report such information to the employee's manager, to assigned Company legal counsel, or to the manager in the component having responsibility for financial activity.

Any employee who acquires information (for example, newspaper reports, reports from customers, or statements of individuals involved) that gives the employee reason to believe that any employee is engaged in conduct forbidden by this Policy, or that any sales representative, distributor, or other person or firm representing the Company in any transaction is engaged in the type of conduct (whether or not in connection with a transaction involving the Company or its products) which, if engaged in by an employee of the Company, would violate this Policy, will promptly report such information to the employee's manager, to assigned company legal counsel, or to the manager in the component having responsibility for financial activity.

Any manager receiving a report as cited above will promptly report the matter to higher management.

COMPLIANCE WITH THE ANTITRUST LAWS

For many years WGI Inc. has recognized a need to single out compliance with the antitrust laws of the United States and other countries as a subject requiring a specific Company policy. The antitrust laws are relevant to many business decisions, and the consequences of violations anywhere can be seriously injurious to the Company and to the individuals involved.

Several provisions of the antitrust laws of the United States contain penal provisions under which employees who authorize or engage in acts in violation of such laws are personally subject to substantial fines and imprisonment. There are also in existence a number of antitrust decrees affecting the Company and its employees. Violation of anyone of the provisions of these decrees is an offense, which may subject the Company and the individuals involved to severe penalties.

Each manager must accept the challenge to have the Company excel competitively at the point of market confrontation; for, apart from legal penalties. Company growth and profitability objectives would be frustrated by arrangements with other business firms, which restrict its competitive initiative.

Officers, managers and other key employees are expected to develop in employees a sense of commitment to comply with this policy. The antitrust compliance environment within such a key employee's assigned area of responsibility will be a significant factor in evaluating the quality of that individual's performance. At minimum we maintain full compliance with all Laws and regulations applicable to operation of our business and our relationship with our customers.

Quality and Environmental Health and Safety

Our products and services are designed and produced, and delivered with the paramount consideration being the safety and health of our employees and customers.

We have in place a quality assurance process to detect, communicate, and correct defects to ensure delivery of products and services that meet or exceed contractual quality and legal and regulatory requirements.

All required inspections and testing operations are to be completed properly by appropriately authorized and qualified individuals and any required certifications must be completed accurately. WGI Inc complies with all applicable environmental, health and safety laws, regulations and directives, we conduct our operation in a manner that safeguards our environment, minimizes waste, emissions, energy consumption, and the use of materials of concern. We also insure a safe and healthy work environment for our employees and business invites.

Competition on the Merits and Fair Play

WGI Inc competes strictly on the basis of the merits of our products and services. We will not pay a bribe in any amount, to anyone, anywhere, for any reason whatsoever, whether on WGI 's behalf, your behalf, or on behalf of others. Accordingly, you must never offer, promise, authorize, or provide, directly or indirectly, anything of value (including business gifts or courtesies) with the intent or effect of inducing anyone (including a WGI customer, WGI employee, or higher tier or sub-tier supplier) to forego their duties and provide unfair business advantage to WGI, you, or others. This includes facilitating payments (e.g., payments to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance). We do not engage in any anti-competitive conduct for any reason whatsoever, whether on WGI's behalf, your behalf, or on behalf of others. Accordingly, you must never rig bids, fix prices, or allocate customers or markets, or exchange WGI's or your competitively sensitive information (e.g., price, cost, output, etc.) with WGI's competitors or your competitors. We will also refrain from abusing your market power, whether for your benefit or for the benefit of others, by refusing to deal, engaging in predatory or discriminatory pricing practices, conditioning the sale or provision of a particular product or service with that of another product or service, or undertaking similar abusive tactics. We will not engage in other deceptive or unfair market practices, whether on WGI'S behalf, your behalf, or on behalf of others. Accordingly, We will never make misrepresentations regarding WGI's products or services, your products or services, or the products or services of others. Similarly, we will never denigrate WGI's competitors or your competitors, or their products or services.

Conflict of Interest

We will avoid all conflicts of interest or situations giving the appearance of a conflict of interest in all our dealings. We will report to UTC any instances involving actual or apparent conflicts of interest between our interests and those of UTC, such as when one of our employees (or someone close to one of our employees) has a personal relationship with a UTC employee who can make decisions impacting our business, or when a UTC employee has an ownership or financial interest in your business.

International Trade Compliance

We will conduct business in strict compliance with all applicable laws and regulations governing (a) the export, re-export and retransfer of goods, technical data, software and services; (b) import of goods; (c) economic sanctions and embargoes; and (d) U.S. anti boycott requirements.

Government Procurement

We will take special care to comply with the unique and special rules that apply to contracting with the U.S. Government. If you support a UTC contract with the U.S. Government, you must at all times follow the U.S. Government's rules for competing fairly, honor restrictions applying to U.S. Government employees (e.g., receipt of gifts and employment), deliver products and services that conform to specifications, laws and regulations, adhere to government accounting and pricing requirements, claim only allowable costs, ensure the accuracy of data submitted and comply with all other applicable

Information Protection

We will respect the legitimate proprietary rights and intellectual property rights of UTC and others. We will take proper care to protect sensitive information, including confidential, proprietary and personal information. We will not use such information for any purpose other than the business purpose for which it was provided, unless the owner of the information provided prior authorization.

Accuracy of Records and Submissions

We will maintain books and records that accurately and completely reflect all transactions related to UTC business and each of your submissions to UTC, its customers, and regulatory authorities must be accurate and complete. We will never make any entry in our books and records or alter, conceal, or destroy any document to misrepresent any fact, circumstance, or

transaction related to UTC business.

Non-Discrimination

We will treat our existing and prospective employees and business partners fairly, based only on merit and other factors related to our legitimate business interests, and without regard to race, religion, color, age, gender, gender identity or expression, sexual orientation, national origin, marital status, veteran status or disability.

Child Labor

We will ensure that child labor is not used in the performance of our work, whether or not related to UTC business. The term “child” refers to any person under the minimum legal age for employment where the work is performed.

Human Trafficking

We will comply with laws and regulations prohibiting human trafficking. We will not engage in the use of forced labor, bonded labor, indentured labor, involuntary prison labor, slavery or trafficking in persons.

Anonymous Reporting & Reporting Misconduct

We provide our employees and our business partners with access to adequate reporting channels to raise legal or ethical issues for concerns, including, without limitation, reports of a violation of this Code by you or your business partners, without fear of retaliation, including opportunities for anonymous reporting. In the event that you become aware of misconduct related to WGI Inc business undertaken by any WGI employee, any of our employees, or any employees of our business partners, we will promptly notify UTC. You may contact UTC’s Global Ethics & Compliance Office at bpo@corphq.utc.com, or, if you prefer to contact UTC anonymously, you may use our Ombudsman program (details regarding the Ombudsman program can be accessed at the following site <http://www.utc.com/Our-Company/Ethics-And-Compliance/Pages/Ombudsman-DIALOG.aspx>). You must promptly investigate reports of legal or ethical issues or concerns.

Ethics & Compliance Program

Commensurate with the size and nature of our business, we will have management systems, tools and processes in place that (a) ensure compliance with applicable laws, regulations and the requirements set forth in this Code; (b) promote an awareness of and commitment to ethical business practices, including, without limitation, the expectations set forth in this Code; (c) facilitate the timely discovery, investigation, disclosure (to UTC and others, as appropriate) and implementation of corrective actions for violations of law, regulations or the expectations set forth in this Code; and (d) provide training to our employees on compliance requirements, including the expectations set forth in this Code.

Your Business Partners

If your contract with UTC prohibits you from assigning, delegating, or subcontracting your obligations, we expect you to strictly comply with this prohibition. If your contract with UTC permits you to assign, delegate, or subcontract your obligations or procure products or services from others that will be incorporated in products or services acquired by UTC from you, we expect you to carefully select your business partners, and perform due diligence, audit, and oversight to prevent and detect misconduct. You must flow down the principles set forth in this Code to these business partners and we will hold you responsible for ensuring compliance by your business partners.

Code Compliance

You will permit UTC and/or its representatives to assess your compliance with the expectations set forth in this Code in performing work for UTC, including on-site inspection of facilities and review of associated books, records and other documentation. You must also provide UTC upon request with additional information and certifications evidencing compliance. You must ensure that UTC has the right to assess your business partners’ compliance with the expectations set forth in this Code in performing work for UTC, including on-site inspection of facilities and review of associated books, records and other

- Page 5

documentation. You must ensure that your business partners will provide UTC upon request with additional information and certifications evidencing compliance. In the event of any wrongdoing, you will fully cooperate with any related investigation conducted by UTC. You will ensure that your business partners also fully cooperate if such investigation involves their performance. You (and your business partners) must correct any non-conformances identified during assessments. UTC does not assume any duty to monitor or ensure compliance with this Code, and you acknowledge and agree that you are solely responsible for full compliance with this Code by your directors, officers, employees, representatives, and business partners.

Statement of Policy

It is the objective of the Company:

- To comply with the antitrust laws of the United States and other countries applicable to its business operations, and
- To hold employees in management positions personally and strictly accountable for taking the measures necessary to achieve this objective within their areas of responsibility.

Compliance with Section 1 of the Sherman Act

In furtherance of this Policy and specifically in furtherance of compliance with Section I of the Sherman Act:

A. No employee shall enter into any understanding or agreement-whether expressed or implied, formal or informal, written or oral-with a competitor limiting or restricting any of the following aspects of the competitive strategy of either party or of the business offering of either party to any third party or parties:

Prices

Cost

Profits

Product or services offerings

Terms or condition of sale

Market share

Decision to quote or not to quote

Production or sales volume

Production facilities or capacity

Customer or supplier classification or selection

Sales territories

Distribution methods

B. No employee shall enter into any understanding or agreement with a purchaser or lessee of a product sold or leased by the Company which restricts the right of the purchaser or lessee to determine the price at which to resell or lease such product; nor shall any employee enter into such an agreement when the Company is the purchaser or lessee of a product.

C. The following understandings may be violative of the antitrust laws under certain circumstances and may be entered into by an employee of the Company only if the agreement has been reviewed by Company legal counsel in advance of execution and in the opinion of counsel is not in violation of law:

(1) Understandings with any customer or supplier which condition the sales or purchases of The Company on reciprocal purchases or sales by the customer/supplier;

(2) understandings with any purchaser or lessee of a product of the Company which in any way restrict the discretion of the customer to use or resell the product as the customer sees fit;

(3) Understandings with anyone which restrict the discretion of either party to manufacture any product or provide any service, or to sell to, or buy from, any third party.

Discussions And Exchange Of Information With Competitors

Communication with a competitor on subjects as to which an understanding with the competitor would be illegal is, in antitrust litigation, likely to serve as important evidence of the existence of an understanding, particularly if the communication is accompanied or followed by similarity of action. The prohibitions set forth below are thus intended to avoid antitrust prosecutions which, though based on merely circumstantial evidence, may nevertheless be difficult to defend successfully.

Accordingly, no employee shall discuss with a competitor or any third party acting for a competitor, or otherwise furnish to or accept from a competitor or any third party acting for a competitor, information on any subject as to which an understanding with the competitor is prohibited by paragraph A. above on

- Page 6

compliance with Section I of the Sherman Act unless, in the opinion of Company legal counsel, such discussions or transmittal of information would neither violate the antitrust laws nor furnish a reasonable basis for inferring such a violation. This paragraph does not preclude obtaining competitive information from independent third-party sources who are not acting for a competitor in transmitting the information. However, certain other legal and policy restrictions applicable to transactions with the federal government limit the competitive information that may be obtained from a third-party source.

Participation in Trade Associations and Other Meetings with Competitors

A. No employee shall attend or remain present:

- (1) At any surreptitious meeting of competitors;
- (2) at any meeting where there is a discussion by competitors of any subject which the Company's employee is precluded from discussing by the paragraph above on Discussions and Exchange of Information with Competitors; or
- (3) At any informal meeting of competitor members of a trade association held for the purpose of discussing business matters without observing the formal procedural requirements established by such trade association for its business meetings.

B. Employees should also be aware that participation in standard development and product certification activities, which impact competitors or suppliers, may raise antitrust concerns. Before participating in committees or organizations, which develop standards or certify products, employees should consult with Company legal counsel.

Violations of the Policy

A. Violations of the Policy are grounds for discharge or other disciplinary action, adapted to the circumstances of the particular violation and having as a primary objective furtherance of the Company's interest in preventing violations and making clear that violations are neither tolerated nor condoned.

B. Disciplinary action will be taken, not only against individuals who authorize or participate directly in a violation of the Policy, but also against:

- (1) Any employee who may have deliberately failed to report a violation of the Policy;
- (2) Any employee who may have deliberately withheld relevant and material information concerning a violation of this Policy and
- (3) The violator's managerial superiors, to the extent that the circumstances of the violation reflect inadequate leadership and lack of diligence.

C. Where an employee is accused of violating the antitrust laws, and the employee has relied in good faith on the advice of Company legal counsel after full disclosure of the material facts, no disciplinary action may be taken against the employee under this Policy; and the Company may, within the limits permitted by law, assist in the employee's defense.

Reports and Periodic Reviews

A. Any employee who is requested to engage in any activity which is or may be contrary to this Policy will promptly report such information to the manager whom the individual reports, or, if the employee was so directed by the manager, then to assigned Company legal counsel.

B. Any employee who acquires information that gives the employee reason to believe that any other employee is engaged in conduct forbidden by the Policy will promptly report such information to the manager to whom the employee reports or, if the manager is engaged in such conduct, then to the assigned Company legal counsel.

I _____ have received and read a copy of this Sample Code of Ethics Policy Statement, understand all of its terms and agree to be bound by the provisions contained therein.

In the event that you become aware of misconduct related to UTC businesses undertaken by any UTC employee, any of our employees, or any employees of our business partners, we expect you to promptly notify UTC. You may contact UTC's Global ethics & Compliance Office at bpo@corphq.utc.com or if you prefer to contact UTC anonymously, you may use our Ombudsman program (details regarding the Ombudsman program can be accessed at the following site <http://www.utc.com/Our-Company/Ethics-And-Compliance/Pages/Ombudsman-DIALOG.aspx>).

For questions or concerns about this Code, including its application to specific circumstances in connection with your organization's performance of work for UTC, or suspected failures by your

• Page 7

organization to satisfy these expectations in performing work for UTC, please contact UTC's Global Ethics & Compliance Office at bpo@corphq.utc.com, or, if you prefer to contact UTC anonymously, you may use our Ombudsman program (details regarding the Ombudsman program can be accessed at the following site <http://www.utc.com/Our-Company/Ethics-And-Compliance/Pages/OmbudsmanDIALOG.aspx>)

[Printed Name]

[Signature]

[Date]

Ann Carzello
Human Resource Manager
WGI Inc
34 Hudson Drive
Southwick, Ma 01077
413-569-9444 ext 147
Fax 413-569-9383

WGI® Inc. P.O. BOX 1130, 34 Hudson Drive, Southwick, MA 01077-1130
WGI Inc. d/b/a Westfield Gage Company Overhaul & Repair,® Phone: (413) 569-9444
FAA/EASA/CAAC Approved Repair Station WNFR711K