

MASTERCRAFT BOAT HOLDINGS, INC. SUPPLIER CODE OF CONDUCT

MasterCraft Boat Holdings, Inc. (“MBHI”), and its operating entities, MasterCraft Boat Company, LLC (“MCBC”), Aviara Boats, LLC (“Aviara”), and Crest Marine, LLC (“Crest”) (collectively, “MasterCraft”), are committed to serving our customers, employees, investors, suppliers, and the communities where we operate. MasterCraft is committed to treating all workers and stakeholders with respect and dignity, ensuring safe working conditions, and conducting environmentally responsible, ethical operations.

I. Compliance with Supplier Code of Conduct

MasterCraft’s commitment to integrity extends to our supply base. All suppliers, regardless of location, must adhere to this Supplier Code of Conduct when performing services for, or related to, MasterCraft. We expect our suppliers to operate according to the highest ethical and legal principles. Suppliers are responsible for ensuring that any employees, affiliates, distributors, subcontractors, agents, or other representatives of suppliers providing products or services to MasterCraft or to our customers on behalf of MasterCraft comply with this Supplier Code of Conduct.

II. General Obligations

In addition to any specific requirements set forth in this Supplier Code of Conduct, any documents referenced herein, or contained in any supply agreement, purchase order, or any other document governing the relationship between any supplier and MasterCraft, all suppliers must comply with all applicable laws, regulations, ordinances, directives, and guidelines.

In order to permit MasterCraft to evaluate suppliers’ compliance with this Supplier Code of Conduct, suppliers shall, upon the request of MasterCraft or any of its operating entities, accurately and completely disclose to MasterCraft all information regarding suppliers’ labor & human rights practices, health & safety practices, environmental practices, business activities, corporate structure & governance, financial situation, and overall business performance (“Compliance Information”), in accordance with reasonable market practices. To the extent that any such Compliance Information constitutes confidential or proprietary information of suppliers, MasterCraft’s applicable operating entity (or entities) shall enter into MasterCraft’s standard Vendor Mutual Confidentiality and Non-Disclosure Agreement with the applicable supplier to protect any such confidential or proprietary information.

If suppliers are on-site at a MasterCraft property or facility, it will comply with all of MasterCraft’s applicable policies and procedures.

Suppliers shall cooperate with all MasterCraft information requests or supplier compliance audits that MasterCraft may initiate in order to verify suppliers' compliance with this Supplier Code of Conduct, or any other agreement governing the relationship between suppliers and any MasterCraft entity or entities. MasterCraft reserves the right to terminate its relationship with any supplier that does not meet MasterCraft's minimum expectations with respect to this Supplier Code of Conduct.

III. Labor and Human Rights

MasterCraft considers the respect of basic human and worker rights to be a core principle and key value of MasterCraft and all of its stakeholders. Therefore, MasterCraft expects all Suppliers to comply with the MASTERCRAFT BOAT HOLDINGS, INC. HUMAN RIGHTS POLICY (available at <http://investors.mastercraft.com/making-boating-better>).

IV. Health & Safety

Suppliers shall comply with all applicable safety and health laws and regulations; control worker exposure to safety and health hazards, including without limitation chemical, biological, physical, and ergonomic hazards; and provide reasonably necessary education and personal protective equipment to mitigate any safety and health hazards that cannot otherwise be controlled or eliminated. Suppliers shall implement procedures and maintain adequate records to document its efforts to prevent, manage, track, and reports all occupational injuries and illnesses.

Suppliers shall identify and plan for potential emergencies, implement appropriate emergency plans, and provide employee training on such emergency plans, including without limitation emergency reporting, emergency notification, site or facility evacuation, safety and emergency drills, fire detection and suppression plans and equipment, dangerous weather plans, and recovery plans.

Suppliers shall provide workers with ready access reasonably sanitary toilet facilities, potable drinking water, and sanitary food preparation, storage, and eating facilities. Suppliers who provide residential facilities for their employees must also provide safe and healthy facilities.

Suppliers shall meet the housing and safety standards for supplier provided worker housing. There shall be no unreasonable restrictions on entering, exiting or movement within company-provided facilities. Suppliers will take reasonable efforts to ensure that their own suppliers comply with this requirement.

V. Environmental

Suppliers shall comply with all applicable environmental protection laws, regulations, and ordinances. Further, Suppliers will obtain and keep current all required environmental permits, approvals, registrations, and licenses and follow all of their operational and reporting requirements.

Suppliers shall work throughout their operations to reduce consumption of resources, including, raw materials, components, energy, and water. Suppliers shall seek to minimize energy consumption and greenhouse gas emissions.

Suppliers shall identify and manage chemicals and other materials that potentially pose a hazard to their workers or the environment, including ensuring their safe and legal handling, use, storage, and disposal.

Suppliers will work to reasonably reduce or eliminate waste of all types and, where waste streams cannot be eliminated, suppliers shall manage and control all such waste streams in compliance with applicable laws, regulations, and industry standards.

VI. Ethics

Suppliers should work against corruption in all its forms and are prohibited from engaging in corruption, extortion, or embezzlement. Suppliers must comply with all applicable anti-corruption laws and regulations of the countries in which they operate such as the U.S. Foreign Corrupt Practices Act, and as applicable, the UK Anti-Bribery Act, the OECD Anti-Bribery Convention, and any other international anti-corruption conventions. Suppliers will not offer or accept bribes or employ other means to obtain an undue or improper advantage. Bribes, kickbacks, facilitating payments and similar payments to government officials or to MasterCraft employees or agents acting on our behalf are prohibited. Our employees may not accept gifts of more than nominal value or lavish entertainment from suppliers. When business meals and entertainment are appropriate to further a legitimate business purpose, those expenses may not be extravagant in nature.

Suppliers are expected to deal fairly with MasterCraft employees as well as their other business partners and should not take unfair advantage through manipulation, concealment, abuse, misrepresentation of material facts or any other unfair dealing. Suppliers will not engage in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of applicable antitrust and competition laws. Suppliers will uphold fair business standards in advertising, sales, and competition.

Suppliers must respect and refrain from infringing upon the intellectual property rights of others, including patents, trademarks, copyrights, and other proprietary rights.

Suppliers must protect the confidential information entrusted to them by MasterCraft, its affiliates, customers, or suppliers. Confidential information may only be used and disclosed in a manner authorized by MasterCraft. Confidential information includes any business information of MasterCraft, its customers or suppliers that is not generally known to the public.

VII. Subcontractors

Suppliers using subcontractors to provide goods and services to MasterCraft will also be responsible for the subcontracted party for compliance with this Code. MasterCraft reserves the right to monitor and/or audit supplier compliance with this Code through supplier surveys and certifications as well as other means that MasterCraft deems appropriate. If a supplier is found in violation of this Code, MasterCraft may require the supplier to take prompt, remedial measures to address the violation, including instituting clear and trustworthy action plans to ensure compliance with this Code. While MasterCraft is committed to working with suppliers to improve workplace conditions, MasterCraft maintains the right to terminate its relationship, without liability to MasterCraft, with suppliers who violate this Code, refuse to rectify deficiencies, or fail to provide MasterCraft with requested surveys and certifications.

VIII. Management System

Suppliers are expected to implement a reasonable management system to comply with this Code of Conduct and applicable laws, regulations, and ordinances. The management system should also facilitate continuous evaluation and improvement of suppliers' business processes. The management system should include, at a minimum:

- Executive level commitment and accountability;
- Processes to identify, monitor, and comply with all applicable laws, regulations, ordinances, or other requirements;
- Appropriate risk management practices and procedures;
- Ongoing assessments, monitoring, and continuing improvement analyses, including without limitation corrective and preventative action integration; and
- Reporting and investigation procedures to facilitate anonymous reporting and investigation of issues relating to this Supplier Code of Conduct by suppliers' workers.

IX. Feedback or Complaints

MasterCraft encourages interested third-party vendors, customers, and business partners to make MasterCraft aware of any practices, procedures or circumstances that

raise concerns about the integrity of MasterCraft's actions. For persons who wish to make a Complaint, MasterCraft has established the following procedures to file an anonymous report: (i) submitting through NAVEX GLOBAL, which is available at mastercraftmobile.ethicspoint.com on a mobile device, (ii) at mastercraft.ethicspoint.com online or (iii) calling the hotline at 833-713-1977.