



## **JELD-WEN Supplier Code of Conduct**

JELD-WEN is committed to the highest standards of integrity and sustainability. This code of conduct sets forth minimum workplace and business practice standards for any supplier doing business with JELD-WEN including subsidiaries, joint ventures, divisions or affiliates. JELD-WEN requires suppliers and their employees to commit to this code of conduct as a condition of doing business. The code of conduct is global in nature and is consistent with our company's values.

Suppliers and their employees are encouraged to report potential violations of, or to ask questions regarding, this Supplier Code of Conduct directly to JELD-WEN's Senior Vice President of Global Procurement or anonymously through JELD-WEN's third-party reporting service at (855)244-4794 or [www.JELD-WEN.ethicspoint.com](http://www.JELD-WEN.ethicspoint.com).

### **Labor and Human Rights**

#### **1. Antidiscrimination**

- i. Supplier shall not discriminate against any worker based on age, disability, ethnicity, gender, marital status, national origin, political affiliation, race, religion, sexual orientation, union membership, or other legally protected characteristic in hiring and other employment practices.

#### **2. Anti-Harassment and Abuse**

- i. Suppliers shall treat employees with dignity and respect and will not engage in or permit corporal punishment or threats of violence. Suppliers shall not engage in or permit harassment whether based on gender, race, color, religion, ethnicity, age, sexual orientation, national origin, disability, maternity or any other legally protected characteristic.

#### **3. Prevention of Involuntary Labor and Human Trafficking**

Supplier shall comply with the California Transparency Supply Chains Act (SB 657) and shall cooperate with the provisions of JELD-WEN's Supply Chain Transparency Disclosure <http://www.jeld-wen.com/en-us/about/company/supply-chain-transparency>

- i. Supplier shall ensure that all work is voluntary. Supplier shall not traffic persons or use any form of slave, forced, bonded, indentured, or prison labor. Involuntary labor includes the transportation, harboring, recruitment, transfer, receipt, or employment of persons by means of threat, force, coercion, abduction, fraud, or payments to any person having control over another person for the purpose of exploitation.
- ii. Supplier shall not withhold workers' original government-issued identification and travel documents. Supplier shall ensure that workers' contracts clearly convey the conditions of employment in a language understood by the workers. Supplier shall not impose unreasonable restrictions on movement within the workplace or upon entering or exiting company-provided facilities.

- iii. Supplier shall ensure that the third-party recruitment agencies it uses are compliant with the provisions of this Code and the law. Suppliers recruiting foreign contract workers either directly or through third party agencies shall be responsible for payment of all fees and expenses in excess of one month of the worker's anticipated net wages.
4. Prevention of Underage Labor and Juvenile Worker Protections
    - i. Suppliers shall employ only workers who meet the applicable minimum legal age requirement, except that in no event shall Supplier employ any person under the age of 16, even if local law permits otherwise. Suppliers shall also comply with all other applicable child labor laws according to local regulations. Supplier may employ juveniles who are older than the applicable legal minimum age but are younger than 18 years of age, provided they do not perform work that might jeopardize their health, safety, or morals.
  5. Working Hours, Wages and Benefits
    - i. Suppliers' plants shall set working hours, wages and over-time pay in compliance with all applicable laws.
    - ii. Workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater.
  6. Freedom of Association and Collective Bargaining
    - i. As legally permitted, Supplier shall freely allow workers to associate with others, form, and join (or refrain from joining) organizations of their choice, and bargain collectively where a legally recognized right to do so exists, without interference, discrimination, retaliation, or harassment. In the absence of formal representation, Supplier shall ensure that workers have a mechanism to report grievances and that facilitates open communication between management and workers.

## **Health and Safety**

1. Occupational Health, Safety, and Hazard Prevention
  - i. Supplier shall identify, evaluate, and manage occupational health and safety hazards through a prioritized process of hazard elimination, engineering controls, and/or administrative controls. Supplier shall provide workers with job-related, appropriately maintained personal protective equipment and instruction on its proper use.
  - ii. While on-site at a JELD-WEN location; suppliers shall comply with JELD-WEN's Safety Policies and any site-specific requirements.
2. Emergency Prevention, Preparedness, and Response
  - i. Supplier shall identify and assess potential emergency situations. For each situation, Supplier shall develop and implement emergency plans and response procedures that minimize harm to life, environment, and property.



### 3. Incident Management

- i. Supplier shall have a system for workers to report health and safety incidents and near-misses, as well as a system to investigate, track, and manage such reports.
- ii. Supplier shall implement corrective action plans to mitigate risks, provide necessary medical treatment, and facilitate workers' return to work.

## Environment

### 1. Permits

- i. Suppliers shall maintain all required environmental permits and registrations and follow the operational and reporting requirements of such permits.

### 2. Regulated substances

- i. Suppliers shall comply with regulated substance specifications and with any applicable laws and regulations prohibiting or restricting the use or handling of specific substances.

### 3. Waste management

- i. Suppliers shall endeavor to reduce or eliminate solid waste, wastewater, and air emissions by implementing appropriate conservation measures in their production, maintenance, and facility processes

### 4. Non-Hazardous Waste

- i. Suppliers shall manage, control, treat and/or dispose of non-hazardous solid waste, wastewater, and/or air emissions generated from operations as required by applicable laws and regulations, before discharge.

## Ethics

### 1. Business Integrity

- i. Bribes, kickbacks, and similar payments are strictly prohibited. This ban applies even when local laws may permit such activity. Employees, suppliers, and agents acting on behalf of JELD-WEN are strictly prohibited from accepting such considerations under any circumstances
- ii. Suppliers shall adhere to standards of fair business, advertising, anti-trust and competition

### 2. Disclosure of Information

- i. Disclose to JELD-WEN information regarding potential conflicts of interest relating to your activities as a supplier including disclosure of any financial interest an JELD-WEN employee may hold in your business

### 3. Protection of Intellectual Property

- i. Suppliers shall respect intellectual property rights and safeguard customer information. Transfer of technology and know-how shall be done in a manner that protects intellectual property rights.
  - ii. Suppliers will comply with JELD-WEN's request for a formal Non-Disclosure agreement upon request
4. Responsible Sourcing of Minerals
- i. Supplier shall review and acknowledge JELD-WEN's Conflict Minerals Policy Statement (at <http://www.jeld-wen.com/en-us/about/company/conflict-mineral-policy>)
  - ii. Supplier shall exercise due diligence on its entire supply chain with respect to the sourcing of all tin, tantalum, tungsten, and gold contained in its products, to determine whether those metals are from the Democratic Republic of the Congo ("DRC") or any adjoining country. Countries that adjoin the DRC are Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia.
  - iii. JELD-WEN is required and requires its vendors to report on potential use of 'Conflict' minerals as defined in the Dodd-Frank Act Section 1502 and in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas
  - iv. Vendors are required to report upon request use of Conflict minerals on an annual basis in the format supplied and in a timely manner

## Gifts and Entertainment

1. General Guidance
- i. JELD-WEN recognizes that it is customary for some of its suppliers to occasionally give small gifts of nominal value or offer modest business entertainment to those with whom they do business
  - ii. It is important that any gifts and entertainment events do not affect an employee's business judgment, or give the appearance that judgment may be affected. Suppliers and employees of JELD-WEN should recognize that nominal value changes from country to country and follow the locally appropriate amounts.
  - iii. Invitations to sporting or similar events are not encouraged and must be approved by the JELD-WEN SVP – Global Procurement in writing prior to the event.
    - a. General guidelines:
      - 1. Host must be present at event
      - 2. Event must include legitimate business discussion
      - 3. Employee's family members may not attend
      - 4. JELD-WEN reserves the right to refuse employee request to attend at any time and for any reason



2. Gift and Entertainment Guidelines

- i. When doing business with JELD-WEN a Supplier may, for legitimate business purposes offer gifts or entertainment, provided however that in each instance the gift or entertainment:
  - a. is consistent with usual business practice
  - b. does not take the form of cash, gift certificates or securities
  - c. is unsolicited
  - d. is not a bribe, kickback or other illegal or illicit payment
  - e. is not given in exchange for any consideration
  - f. would not embarrass JELD-WEN or the employee if disclosed publicly; and
  - g. does not create the appearance (or an actual or implied obligation) that the gift giver is entitled to preferential treatment, an award of business, better prices or improved terms of sale.

3. Violation

- i. Any supplier that violates the provisions of this Section when conducting business on behalf of JELD-WEN risks immediate loss of all existing and future JELD-WEN business

**Enclosure 1**

**Signature:**

Signed in agreement and understanding that the Code of Conduct must be complied with in full:

Suppliers name: \_\_\_\_\_

Address: \_\_\_\_\_

Factory name: \_\_\_\_\_

Supplier:

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Two copies to be signed. Supplier to keep 1 copy, Jeld-Wen Procurement to keep 2<sup>nd</sup> copy and upload to contracts intranet.