



Code of Conduct for Suppliers

FOREWORD

Dear Supplier,

To demonstrate our commitment to sustainable development and to conduct business with partners who have taken similar commitments, Unilin has a sustainable strategy and a Code of Conduct for Suppliers.

We pledge to collaborate with our partners to advance ethical business conduct across our entire supply chain. Our goal is to make sure that all of our business partners recognize our values and are dedicated to operating in an ethical, legal, and socially responsible manner. We battle against all forms of corruption and continuously endeavour to improve in the areas of human rights, labour standards, and the environment.

We are convinced that a 'Code of Conduct' towards our suppliers and in our supply chain is an important step towards establishing a long term sustainable relationship.

Therefore Unilin asks its suppliers to adhere to the Supplier Code of Conduct's guiding principles. And we also favour suppliers who are committed to our Code of Conduct and who strive for sustainable development. In addition, we encourage our suppliers to implement these tenets further down the supply chain.

As a result, we have made this Supplier Code of Conduct available to our suppliers with the intention of enhancing our mutual understanding of how sustainability ought to be implemented in day-to-day business operations.

We look forward to working with you.

A handwritten signature in black ink, appearing to read 'Wim Messiaen', written over a faint rectangular box.

*Wim Messiaen,
CEO Unilin*

1. STATEMENT OF INTENT

In line with our mission statement, guiding principles and sustainability strategy, Unilin is committed to ensure responsible conduct on ethical, social and environmental issues.

Unilin also set up this Code of Conduct, which is a set of principles to clarify to all suppliers/business relations involved what they can expect from Unilin and, conversely, what we expect of them.

Unilin BV, affiliate of Mohawk Industries, Inc., and its subsidiaries and affiliates ("Customer" or "Unilin") are committed to:

- A standard of excellence in every aspect of our business and in every corner of the world.
- Ethical and responsible conduct in all of our operations.
- Respect for the rights of all individuals.
- Respect for the environment.

We expect these same commitments to be shared by all of our suppliers, agents and other third parties with whom we do business ("Suppliers").

2. UNILIN SUPPLIER CODE OF CONDUCT

It is our fundamental expectation that all Suppliers, all other relevant stakeholders and potentially affected groups meet the following standards.

In cases where national regulation and international human rights regulations differ, the higher standard will/must be followed; and where they are in conflict, the supplier or business partner will seek to respect internationally recognized human rights to the greatest extent possible.

These standards are a condition for doing business with us, and by furnishing products, goods, articles or services, as well as the issuance of invoices for the same, Supplier is certifying its compliance with this Code of Conduct with respect to products, goods, articles or services referenced in supplier's invoices, as well as the materials included in such products. Next to their own operations, we expect our Suppliers to maintain comparable procedures for their suppliers.

If a Supplier does not comply with the provisions of this Code of Conduct and other Customer policies and procedures, we may terminate Supplier's relationship with us. In addition, there could also be criminal penalties and civil liabilities for violating the standards outlined in this Code of Conduct.

All restrictions are based on [ILO Declaration on 8 Fundamental Principles and Rights at Work \(1998\)](#), [UN Guiding Principles on Business and Human Rights](#) and [The International Bill of Human Rights](#).

Child Labor

Suppliers will not use child labor. Customer does not accept child labor and supports the United Nations (U.N.) Convention on the Rights of the Child (1989). This code of conduct is based on the International Labor Organization (ILO) Minimum Age Convention no. 138 (1973) and Worst Forms of Child Labor no. 182 (1999).

The term "child" refers to a person younger than 15 (or 14 where local law allows) or, if higher, the local legal minimum age for employment or the age for completing compulsory education.

If child labor is found in any place of production, Customer will require the Supplier to implement a corrective action plan. If corrective action is not implemented within the agreed time-frame, or if repeated violations occur, Customer may terminate all business with the Supplier concerned. The corrective action plan shall take the child's best interests into consideration, i.e. family and social situation and level of education.

Care shall be taken not merely to move child labor from one Supplier's workplace to another, but to enable more viable and sustainable alternatives for the child's development. Suppliers employing young persons who do not fall within the definition of "child" will also comply with any laws and regulations applicable to such persons.

Involuntary Labor

Suppliers will not use any forced or involuntary labor, whether prison, bonded, indentured or otherwise. Suppliers will not engage in human trafficking or slavery practices of any kind.

Coercion and Harassment

Suppliers will treat each employee with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse.

Nondiscrimination

Suppliers will not discriminate in hiring and employment practices, including salary, benefits, advancement, discipline, termination or retirement, nor shall any employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment, on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability or for exercising any rights afforded by law. Suppliers shall comply with all applicable laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices.

Associations

Suppliers will respect the right of employees to associate, organize and bargain collectively in a lawful and peaceful manner, without penalty or interference.

Workplace Violence

Suppliers will maintain a workplace free from acts or threats of violence and effectively and promptly respond if acts or threats of violence do occur.

Health and Safety

Suppliers will provide employees with a safe and healthy work place in compliance with all applicable laws and regulations, ensuring at minimum reasonable access to potable water and sanitary facilities, building construction safety, fire safety, electrical safety, emergency preparation and response, hazardous material handling procedures, management systems that address health and safety risks, and adequate lighting and ventilation.

Suppliers will also ensure that the same standards of health and safety are applied in any housing that they provide for employees.

Compensation

We expect Suppliers to recognize that wages are essential to meeting employees' basic needs. Suppliers will, at a minimum, comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and will provide legally mandated benefits.

If local laws do not provide for overtime pay, Suppliers will pay at least regular wages for overtime work. Except in emergency or unusual situations, a workweek shall be restricted to 60 hours, including overtime, and workers shall take at least one day off every seven days. All overtime shall be voluntary. Under no circumstance shall workweeks exceed the maximum permitted under applicable laws and regulations. Where local industry standards are higher than applicable legal requirements, we expect Supplier to meet the higher standards.

Protection of the Environment

Suppliers will comply with all applicable environmental laws and regulations and with Customer's applicable environmental initiatives. Suppliers will strive to utilize resources appropriately and efficiently and dispose of all waste in accordance with applicable laws, rules and regulations. Without limitation, Suppliers will comply with all laws regarding the harvest of timber and will not supply timber derived from illegal sources.

Conflict Minerals

Customer is committed to responsibly sourcing raw materials for its manufacturing processes, including gold, tin, tungsten and tantalum ("conflict minerals"). Accordingly, suppliers are expected to supply materials to Customer that are "conflict free," which means either: 1) any conflict minerals supplied to the Customer or any of its contract manufacturers must not directly or indirectly fund armed conflict in the Democratic Republic of Congo (DRC) or adjoining countries; or 2) any conflict minerals must be from recycled or scrap sources. Customer's suppliers are expected to survey their suppliers to determine whether the applicable conflict mineral originates from the DRC or an adjoining country and, if so, whether the conflict mineral is conflict free.

Suppliers are expected to timely respond to any surveys or requests for information from Customer that are related to conflict minerals that are supplied to Customer or any of its contract manufacturers.

**Bribes, Illegal Payments,
and
Illegal Solicitations**

Corruption, extortion and embezzlement in any form is strictly prohibited. Suppliers will not bribe government officials or others in violation of the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act or the laws of any country in which Supplier does business. Suppliers will not corruptly offer, pay, authorize, or promise to pay money or provide anything of value to a government official to obtain or maintain business.

Other Laws and Regulations

Suppliers will comply with all applicable laws and regulations, including anti-competition and unfair trade practices laws and those pertaining to the manufacture, pricing, sale and distribution of merchandise and the provision of services. All references to applicable laws and regulations in this Code of Conduct include local, state and national codes, rules, laws, and ordinances and regulations, as well as applicable treaties and industry standards.

Sanctions

Suppliers guarantee and shall ensure that they are not appointed by, act on behalf of, or are associated with any party listed on an EU, US or other government prepared list of parties with whom no trade may be conducted, such as the U.S. Treasury Department Office of Foreign Assets Controls Specially Designated Nationals and Blocked Persons List, and Suppliers agree that they will not resell or transfer any goods, services or technology provided by the Suppliers to such persons. Suppliers will comply with the applicable economic sanctions imposed by the EU or US and the other applicable economic sanctions, as well as with export laws and regulations.

Subcontracting

Suppliers will notify us of any use of subcontractors, and such subcontractors must comply with this Code of Conduct. We support our Supplier's efforts to purchase supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

Gifts and Entertainment

Solicitation of gifts, trips, cash or other incentives from Suppliers is not permitted under any circumstances. No Customer employee may accept gifts or incentives that could influence, or reasonably appear to influence, his or her decision making. Cash and cash equivalents (gift cards) are prohibited in all cases. Any commission, fee, or payment of any sort from a Supplier in connection with work for us is strictly prohibited. Business lunches, dinners, and similar outings when conducted in the normal course of business are permitted if attending would not influence or be expected to influence the business judgment of the Customer's employee.

Conflicts of Interest

Suppliers must avoid engaging in any business activity that would conflict or interfere with their provision of products and services to Customer.

Monitoring and Compliance

Suppliers will authorize Customer and its designated agents (including third parties) to engage in monitoring activities to confirm compliance with the Code of Conduct, including unannounced on-site inspections of manufacturing facilities and employer-provided housing; reviews of books and records relating to employment matters; provision of reports on environmental and sustainability matters at our request; and private interviews with employees. Suppliers will maintain on site all documentation that may be needed to demonstrate compliance with this Code of Conduct.

Communication

Suppliers will take appropriate steps to ensure that provisions of this Code of Conduct are communicated and made readily available to employees involved in business with the Customer.

3. SUPPLIER DECLARATION

The undersigned supplier has read the Code of Conduct, and understands that business with Unilin depends upon full compliance with this Code. Unilin reserves the right to request on-site inspections and audits to ensure that this Code of Conduct is being enforced.

These inspections and audits may be performed by an independent third party. In case the supplier would refuse such audits or fails to comply with the terms of this Code of Conduct and if improvements are not made within an agreed time period, Unilin may terminate its business with the supplier.

The Unilin Supplier Code of Conduct is applicable for all companies of the Unilin Group (Unilin BV and affiliated companies).

This Unilin Supplier Code of Conduct forms an integral part of the Unilin General Purchase conditions for the delivery of goods, services and works.

The supplier is by its signature below committed to this Code of Conduct.

Company: _____

Date: _____

Signature: _____

Name/Title: _____

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