



JELD-WEN Supplier Code of Conduct

JELD-WEN Holding, Inc., its subsidiaries and affiliate companies (“**JELD-WEN**”) are committed to the highest standards of integrity and sustainability. As a condition of doing business, JELD-WEN requires that all business partners within JELD-WEN’s global supply chain and their representatives (“**Suppliers**”) commit to the same workplace and business practices standards, as set forth in this Supplier Code of Business Conduct (“**Supplier Code**”). The Supplier Code has been adopted to support JELD-WEN’s values and provide guidance on how we conduct business.

In addition to aligning business conduct with this Supplier Code, JELD-WEN relies on all Suppliers to report potential violations and direct questions or concerns regarding this Supplier Code to JELD-WEN’s Vice President of Sourcing and Procurement or anonymously through JELD-WEN’s third-party reporting Ethics Helpline at www.JELD-WEN.ethicspoint.com.

Ethics and Integrity

Bribery & Corruption: Bribes, kickbacks, and similar payments to any person or entity (government or private) are strictly prohibited. Employees, Suppliers, and agents acting on behalf of JELD-WEN are strictly prohibited from accepting or offering such considerations under any circumstances, even when local law may permit such activities.

Gifts and Entertainment: JELD-WEN recognizes that it is customary for some Suppliers to occasionally give small gifts of nominal value or offer modest business entertainment while conducting business.

Limited gifts and hospitality that do not create an appearance of obligation, favoritism, or in exchange for additional consideration by an employee are generally acceptable. Suppliers should recognize that nominal value changes from country to country and follow the locally appropriate amounts. Lavish or excessive gifts, gifts in the form of cash, gift certificates or securities, entertainment, or other similar inappropriate business courtesies are prohibited.

Conflicts of Interest: Suppliers shall avoid any actual or potential conflicts of interest while doing business with JELD-WEN, disclose any known personal, family or business relationships with JELD-WEN employees, and support actions taken to remediate any actual or perceived conflict.

Global Competition Laws: Suppliers shall not engage in antitrust or anti-competitive activities, including restraining trade, fixing prices, or entering into agreements that restrict a customer’s choices in using or reselling a JELD-WEN product or service.

Intellectual Property and Data Security: Suppliers shall have appropriate controls to adequately safeguard JELD-WEN and third-party intellectual property and sensitive information, in accordance with all relevant laws, regulations, and industry best practices. Should there be a breach of data protections, Suppliers must notify JELD-WEN or other impacted party in writing with a detailed description of the compromised data and how additional risks to the data have been mitigated.

Suppliers shall comply with JELD-WEN’s request for a formal non-disclosure agreement and execute upon request.

Lobbying & Political Activities: Suppliers shall not engage in lobbying of government officials (or activities resembling lobbying) on behalf of JELD-WEN without explicit, written consent from JELD-WEN’s Global Legal Department.

Media and Investor Relations: Unless explicitly permitted by written consent from JELD-WEN's Global Legal Department, Suppliers are not authorized to speak publicly on JELD-WEN's behalf or reference JELD-WEN in any public communication.

Books & Records: Suppliers shall maintain business records in compliance with applicable laws and regulations and retain records for the period required by law.

Invoicing: Suppliers shall bill for goods and services accurately in compliance with relevant JELD-WEN agreements and maintain appropriate controls to avoid submitting inaccurate invoices and making false or misleading entries on invoices or claims submitted for payment.

Trade Controls: Suppliers shall comply with all applicable trade laws and regulations, including the export control laws and regulations of the United States and other countries where goods and services are provided. Suppliers shall ensure that they are not subject to embargoes or other similar trade restrictions promulgated by the United States, the European Union, United Nations, or other countries where conducting business. JELD-WEN does not do business with entities or parties on the relevant prohibited entities lists in countries where JELD-WEN does business and expects its Suppliers to do the same. Suppliers shall ensure that information downloaded, transferred, exported, or otherwise utilized when providing goods or services to JELD-WEN is not restricted under applicable trade laws or regulations.

Insider Trading: Suppliers may become privy to confidential information while doing business with JELD-WEN, however insider trading laws and JELD-WEN policies prohibit Suppliers' use of material non-public information to trade or tip others to trade in securities of JELD-WEN, its associates or those of other parties.

Advertising and Sales Practices: Suppliers shall maintain integrity and transparency in their marketing and sales activities. This includes avoiding deceptive practices, representing products and services accurately and refraining from making unfair or false claims about competitor offerings.

Artificial Intelligence (AI): Supplier shall maintain appropriate oversight of all AI tools utilized while doing business with JELD-WEN. Suppliers must adopt relevant best practices to ensure ethical, responsible, and secure methods when handling data and intellectual property.

Conflict Minerals: Supplier shall review and acknowledge [JELD-WEN's Conflict Minerals Policy Statement](#).

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 Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia.

JELD-WEN is required and requires its Suppliers 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.

Suppliers are required to report upon request use of Conflict minerals on an annual basis in the format supplied and in a timely manner.

Wood Sourcing: Supplier shall review and acknowledge [JELD-WEN's Wood Sourcing Policy Statement](#).

Materials: Suppliers are expected to identify and regularly track all mills, factories, mines, and other facilities—whether owned or subcontracted—involved in producing goods for JELD-WEN and shall provide this information upon request.

Health and Safety

Occupational Health, Safety, and Hazard Prevention: Supplier shall identify, evaluate, and manage occupational health and safety hazards through a prioritized process of hazard elimination, engineering controls, and/or administrative controls to prioritize employee safety. Supplier must provide workers with job-related, appropriately maintained personal protective equipment and instruction on its proper use.

While on-site at a JELD-WEN location; Suppliers shall comply with JELD-WEN's Safety Policies and any site-specific requirements.

Emergency Prevention, Preparedness, and Response: 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.

Incident Management: 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.

Supplier shall implement corrective action plans to mitigate risks, provide necessary medical treatment, and facilitate workers' return to work.

Labor and Human Rights

Antidiscrimination: Suppliers shall provide workplaces free from unlawful discrimination. Supplier shall not discriminate against any worker based on age, ancestry, caste, color, mental or physical disability, ethnicity, gender, gender identity or expression, marital status, national origin, political affiliation, race, genetic information, religion, sexual orientation, protected family care or medical leave status, military or veteran status, medical condition, union membership, or other legally protected characteristic employment decisions and practices.

Anti-Harassment and Abuse: Suppliers shall actively promote workplaces free from any forms of harassment and other abusive or inhumane treatment, and in alignment with the commitments stated in [JELD-WEN's Human Rights Policy Statement](#) 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.

Prevention of Involuntary Labor and Human Trafficking: Suppliers shall maintain zero tolerance for business practices that support, encourage, or permit slavery and human trafficking in any form. Suppliers shall comply with all applicable regional/local anti-slavery rules, regulations, and laws and shall cooperate with the provisions of [JELD-WEN's Supply Chain Transparency Disclosure](#). 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 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.

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 must not impose unreasonable restrictions on movement within the workplace or upon entering or exiting company-provided facilities.

Supplier shall ensure that the third-party recruitment agencies are compliant with the provisions of this Supplier 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.

Prevention of Underage Labor and Juvenile Worker Protections: 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.

Working Hours, Wages and Benefits: Suppliers shall follow applicable wage and hour laws and regulations, including but not limited to, timely and accurate payroll, working hours, benefits, and minimum wage requirements in accordance with all applicable laws.

Workers shall be paid at least the minimum legal wage or a wage that meets local industry standards, whichever is greater. Supplier must aspire to provide a living wage consistent with local standards and requirements and recognize the importance of ensuring workers have reasonable and lawful working hours.

Freedom of Association and Collective Bargaining: 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.

Impact and Sustainability

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

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

Waste management: Suppliers shall store, handle, transport and dispose of waste in compliance with applicable laws and regulations.

Aligned with our ESG and sustainability program and goals, suppliers are encouraged to:

- Quantify, track, and set targets to reduce greenhouse gas (GHG) emissions in operations and supply chain.
- Prioritize the reuse and recycling of waste materials and aim to reduce waste to landfills.
- Utilize resources efficiently and minimize consumption of energy and water.

- Ensure the protection of biodiversity, forests, and land conservation.
- Limit the use of virgin materials and incorporate recycled materials where possible.

Sustainability Certifications: Suppliers shall support JELD-WEN's Sustainability objectives and initiatives with information as needed upon request.

Compliance

Due Diligence: Supplier shall cooperate with JELD-WEN in the screening and monitoring conducted, as permitted by law, to ensure compliance with any applicable law or regulation, and this Supplier Code. Supplier agrees to cooperate with JELD-WEN when requesting supporting documentation or other forms of validation to ensure compliance with this Code and any applicable laws or regulations

Training: Suppliers must ensure representatives are trained in the relevant principles identified in this Supplier Code, and as required by the applicable law and regulations.

Retaliation: Suppliers must ensure that anyone who reports any actual or potential violations of this Supplier Code or any other illegal or unethical behavior is not subjected to any form of retaliation.

Quality Standards: Suppliers should support and adhere to the JELD-WEN required quality processes on an ongoing basis with the objective of delivering zero defects for all products. Further details can be found in our [Global Supplier Quality Manual](#) and [European Supplier Quality Standards](#).

Reporting: Supplier shall promptly notify JELD-WEN if there is any violation or alleged violation of law, regulation, or this Supplier Code.

Supplier Code Non-Compliance: Any supplier that violates the provisions of this Supplier Code when conducting business on behalf of JELD-WEN risks immediate loss of all existing and future JELD-WEN business. Should Supplier be out of compliance with the terms of this Supplier Code or identified as high risk, the Supplier shall cooperate with a mitigation plan as proposed by JELD-WEN.

Signature

The undersigned understands and agrees to the terms and conditions in this Supplier Code of Conduct and certifies they are in compliance with the principles set forth herein.

Supplier Name: _____

Address: _____

Factory Name: _____

Signature: _____

Date: _____

Print Name: _____

Title: _____

The Supplier must execute two (2) copies of this document. One signed copy should be retained by the Supplier, and the other must be returned to JELD-WEN Sourcing and Procurement.