



SUPPLIER
CODE OF CONDUCT

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The Whirlpool Corporation Supplier Code of Conduct (“Code”) formalizes the key principles under which suppliers to Whirlpool Corporation and its global subsidiaries (“Whirlpool”) are required to operate.

In selecting suppliers, Whirlpool works hard to choose reputable business partners who are committed to ethical standards and business practices compatible with those of Whirlpool.

This Code formalizes Whirlpool’s practices and makes clear that, recognizing differences in cultures and legal requirements, we expect that wherever our suppliers are located, producing products for us, producing components that we use in our products, and wherever services are performed for us (collectively “Suppliers”), that they are produced and/or provided in a manner compatible with the high standards that contribute to the outstanding reputation of Whirlpool and our brands. Suppliers are required to comply with this Code and to have and maintain practices similar to those in Whirlpool’s Code of Ethics (available at www.whirlpoolcorp.com).

This Code applies to all Suppliers of Whirlpool including every facility of a Supplier.

Whirlpool strongly encourages Suppliers to exceed the requirements of this Code and promote best practices and continuous improvement throughout their operations and those of their suppliers, service providers, and extended networks. If there is a conflict between applicable laws and this Code, or there is no local legal requirement, the stricter standard shall apply if it does not violate local law. A Supplier must contact Whirlpool to discuss any inconsistency between a Code requirement and applicable local law.

Laws and Regulations

Suppliers must operate in full compliance with all applicable laws and regulations of the countries in which they operate and also in full compliance with this Code.

Corruption

Bribery, extortion and kickbacks are prohibited by law. Suppliers must act with utmost integrity, honesty and transparency, and comply with all applicable anti-bribery and anti-corruption laws.

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Whirlpool is worldwide subject to several anti-bribery and anti-corruption laws, including but not limited to, the U.S. Foreign Corrupt Practices Act (“FCPA”) and UK-Bribery Act, which prohibits bribing, or even offering a bribe, to government officials (including employees of state-owned enterprises). Keep in mind that what you intend as a gift, may be seen as a bribe.

Child Labor

Suppliers must comply with local laws regarding the minimum age of employees. The minimum age for workers must be the greater of: (a) 15 years of age or 14 years of age where local law allows such an employment age consistent with International Labor Organization guidelines; or (b) the age for completing mandatory (compulsorily) education; or (c) the minimum age established by law in the country of manufacture.

In addition, Suppliers must comply with all legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages, safety, working conditions, and the handling of certain materials.

Human Trafficking and Forced Labor

Human trafficking, forced, debt bonded, indentured and slave labor are unacceptable, and Whirlpool is committed to preventing these practices in its operations and supply chain. Whirlpool's Code of Conduct prohibits harsh or inhumane treatment, including corporal

punishment or the threat of corporal punishment, or forced labor. Our suppliers are expected to meet these expectations and be compliant with the law, codes and policies.

Harassment

Suppliers must treat all workers with respect and dignity. No work shall be subject to corporal punishment, physical, sexual, psychological or verbal harassment or abuse. In addition, Suppliers will not use monetary fines as a disciplinary practice.

Wage and Benefits

Suppliers must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime hours at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate. In addition, Suppliers must provide accident insurance to their workers for work-related accidents and compensation for work-related accidents resulting in permanent disability.

Hours of Work

Suppliers must ensure that on a regularly scheduled basis, except in extraordinary business circumstances, workers are not required to work more than (a) 60 hours a week, including overtime, or (b) the

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limits on regular and overtime hours allowed by the law of the country of manufacture. In addition, except in extraordinary business circumstances, all workers are entitled to at least one day off in every seven day period.

Health and Safety

Suppliers must provide workers a clean, safe and healthy work environment in compliance with all legally mandated standards for workplace health and safety in the countries in which they operate. This includes any residential facilities a Supplier provides to its workers.

Nondiscrimination

Suppliers must ensure employment – including hiring, payment, benefits, advancement, termination and retirement – is based on ability and not on beliefs or any other personal characteristics such as color, race, caste, religion, age, maturity, nationality, social or ethnic origin, status, sexual orientation, gender, gender identity or expression, HIV, marital status, pregnancy, political affiliation, military service (Veterans), union membership, disability or any other status or characteristic that is not related to the individual's merit or the inherent requirements of the job.

Women's Rights

Suppliers will ensure women workers receive equal treatment in all aspects of employment. Pregnancy tests will not be a condition of employment and pregnancy testing – to the extent provided – will be voluntary and the option of the worker. In addition, workers will not be forced to use contraception.

Freedom of Association and Collective Bargaining

Suppliers must recognize and respect any rights of workers to exercise lawful rights of free association, including joining or not joining any association. Suppliers also must respect any legal right of workers to bargain collectively.

International Purchases

Whirlpool is committed to complying with all customs, trade and export laws. Suppliers are expected to abide and comply with all applicable export and import laws and regulations when transferring goods, services, software or technology within your country or across national boundaries; comply with national and international sanctions and embargoes; and make sure that all duties, levies and tax obligations are duly satisfied. Export controls and economic sanctions regulate when, where, and to whom we can sell, give, or otherwise transfer our products, services or technical data.

Environment

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Suppliers must comply with all local environmental laws applicable to the workplace, the products produced, and the methods of manufacture. Additionally, Suppliers must not use materials that are considered harmful to the environment, but should encourage the use of processes and materials that support sustainability of the environment.

Subcontracting

Suppliers must not use subcontractors to manufacture Whirlpool products or product components that contain Whirlpool's trademarks or tradenames without prior approval from Whirlpool, and only after the subcontractor has agreed to comply with this Code. Suppliers must ensure that their suppliers, service providers, and extended networks have ethical and business practices that are similar to Whirlpool's practices.

Communication

Suppliers should communicate, through their existing ethical operating standards/practices or through this Code, so that their workers, supervisors and permitted subcontractors are aware of the expectations /requirements detailed in this Code.

Monitoring and Compliance

Whirlpool will take affirmative measures, such as announced and unannounced inspections of production facilities, to ensure

compliance with this Code. Suppliers must allow employees from Whirlpool or its designated representatives full access to facilities, documents, worker records and workers for confidential interviews in compliance with local laws. In certain circumstances, Whirlpool may require Suppliers to allow Whirlpool customers to accompany Whirlpool's representatives during an audit. Those customers may also require full access to facilities, documents, worker records and workers for confidential interviews in compliance with local laws under the terms of a customer's code of conduct.

Suppliers are expected to take necessary corrective actions to promptly remedy any identified noncompliance. Whirlpool reserves the right to terminate its business relationship with any Supplier who is unwilling or unable to comply with this Code when termination is allowed by local laws.

This Code generally includes standards that are objective, measureable and linked to applicable local laws. However, in certain areas there are terms that may benefit from further explanation. Whirlpool has provided definitions of key terms that clarify the minimum requirements set forth in the Code. The Code provisions and the related terms being defined are posted on Whirlpool's Global Supplier Portal at <http://suppliers.whirlpool.com>.

Definitions of Key Terms

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Application of the Code of Conduct

The Code represents Whirlpool’s core values, which apply to our entire supply network – from raw materials and components through finished goods and service providers. Whirlpool takes active steps to communicate its Supplier Code of Conduct to all business partners.

To the extent Whirlpool becomes aware – through either internal or external sources of information – of violations of the terms of the Code anywhere along the supply network, Whirlpool will actively investigate and follow-up on any identified noncompliance.

Hours of Work – Extraordinary Business Circumstances

Extraordinary Business Circumstances: Circumstances that allow for working more than 60 hours in a single week or working seven days without a day off are limited to the following instances:

- Natural disasters, including but not limited to earthquakes, typhoon, hurricanes and fires, directly affecting a supplier.
- Unforeseeable disruption in production resulting from a natural disaster at a supplier facility (for example, a typhoon disrupts the production at an oil refinery facility that has a direct impact on a resin facility’s operation).
- Unforeseeable business events at a facility, including but not limited to peak season machine malfunction.

These exceptions for *Extraordinary Business Circumstances* do **not** provide a basis for exceeding the local laws limiting hours of work – or number of days worked without a day off.

Hours of Work – Regularly Scheduled Basis

Regularly Scheduled Basis: This means that working more than 60 hours in a single week – is limited to the following instances:

- Hours of work exceeding the limits stated in the Supplier Code of Conduct will be considered “regularly scheduled” to the extent that in any 12 week period, the total hours worked in any given week are greater than 60 hours.
- For example, it would be a violation of the Code if, in any 12 week period, the actual hours worked exceed the requirements of the Code for more than three weeks.

The exception provided under *Regularly Scheduled Basis* does **not** provide a basis for exceeding local laws limiting the hours of work or number of days worked without a day off.

Health and Safety – A clean, safe and healthy work environment in compliance with all applicable, legally mandated standards.

Clean, safe and healthy work environment includes all requirements of the applicable local law (for example, the Occupational Safety and Health Act for factories in the United States). The principle areas of focus in this regard will initially be:

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- Fire Safety
- Machine Guards
- Personal Protective Equipment
- Lighting, Temperature and Ventilation
- Toilet Facilities

Environment – *Materials that are considered harmful to the environment and/or are regulated by governmental agencies*

Materials that are regulated by governmental agencies or are considered harmful to the environment, including chemicals, should not be used by Whirlpool Suppliers. These materials are identified in the Whirlpool Global Materials Compliance specification, GES0084.

In addition, regulated minerals known as “3TG” metals – cassiterite/tin, columbite-tantalite/tantalum, wolframite/tungsten and gold (and others determined by the U.S. Secretary of State as financing conflict in the DRC countries); and originating from the Democratic Republic of Congo (DRC) or adjoining countries, need to be disclosed to Whirlpool in advance and Supplier must produce documentation tracing the origin of these minerals.

Subcontracting – *Subcontractors in the manufacture or assembly of Whirlpool Corporation’s products for whom the Supplier Code of Conduct also applies.* Facilities, other than the facility identified for the production of a product for Whirlpool, involved in either the final

assembly of the product or the manufacture of product components bearing any Whirlpool-owned trademark or logo.

Whirlpool Ethics Hotline

Whirlpool has retained a specialized company to maintain a Hotline to receive inquiries. In situations where you do not want to use the normal channels of communication, you can call the Whirlpool Ethics Hotline on a confidential basis.

The master Hotline number is +1-800-961-2487.

From outside the United States, you must first dial the AT&T Direct Access Code for the country you are calling from (you can determine the appropriate AT&T Direct Access Code by calling an AT&T operator or by clicking [HERE](#)).

You may also contact this company by email at the following website, www.whirlpoolethicshotline.com or by regular mail at: Global Compliance Services, Inc. 13950 Ballantyne Corporate Place, Suite 300 Charlotte, NC 28277.

This is also the address where you would send supporting documentation if you contact the Hotline by telephone or email.