



Supplier Audit Manual for Whirlpool's Supplier Code of Conduct Program

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INTRODUCTION

This Supplier Audit Manual for Whirlpool's Supplier Code of Conduct Program ("Audit Manual") provides Suppliers with Whirlpool's requirements for the workplace and worker treatment, information on how Suppliers can meet those requirements, and the process Whirlpool will follow in reviewing compliance with the Code (the audit process, audit follow-up activities, and requirements). Recognizing differences in cultures and legal requirements, Whirlpool expects the companies producing products for us, producing components that we use in our products, or performing services for us ("Suppliers"), including their suppliers, service providers and extended networks, to act responsibly in all respects and to ensure that no abusive, exploitative or illegal conditions exist at their workplaces or in their practices.

Whirlpool requires that Suppliers act according to all applicable laws and regulations, as well as the standards set out in the Code. If there is a conflict between applicable laws and Whirlpool Corporation Supplier Code of Conduct, 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 the Code requirement and applicable local law.

Whirlpool will use various methods to review compliance with the Code including Supplier confirmations, Supplier self-assessments and Whirlpool directed audits or other inspections. Whirlpool will conduct announced and unannounced inspections of Suppliers' production facilities. Whirlpool Suppliers must maintain, at the facility being audited, all documents necessary to demonstrate compliance with the 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.

I. SUPPLIER CODE OF CONDUCT

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/policies/).

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. 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 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

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, measurable 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

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 – Regularly Scheduled Basis

Regularly Scheduled Basis: This means working no more than 60 hours in a single week.

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.

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.

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:

- 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.

II. SUPPLIER GUIDELINES

Whirlpool provides these Supplier Guidelines (“Guidelines”) to support Suppliers in complying with Whirlpool’s Code requirements. A supplier must make sure the Guidelines apply to all workers, including temporary, migrant, student and contract, directly and indirectly employed workers that work in the factory/on production/in warehouse and any other type of worker/employee. These Guidelines provide a framework for a Supplier to establish its own management system of policies, procedures, practices and records for each facility to accomplish, and effectively demonstrate, its compliance with Whirlpool’s Code. A Supplier must have in place or establish management systems that ensure proper practices related to the Code requirements are implemented and/or followed. Each Supplier facility is expected to comply with Code requirements and these Guidelines outline Whirlpool’s expectations on Supplier practices that will demonstrate that compliance for audit purposes. Suppliers are required to participate in Whirlpool Supplier Code of Conduct training. Training reasonable time frame, related communications and requirements will be determined by Whirlpool from time to time and additional training may be required periodically upon Whirlpool’s request. A Supplier will ensure that all employees with relevant job responsibilities participate in the required training.

General Matters

- A Supplier must develop and maintain written policies and procedures that conform to all elements of the Code. The policies and procedures development and implementation require the involvement of at least the following areas:
 - Human resources
 - Environment, occupational health and safety
 - Compliance
- A Supplier should have a set of rules and regulations certified by the department of labor (where applicable).
- A Supplier should conduct risk assessment regarding labor, human rights, environment, occupational health and safety.
- A Supplier should communicate rules and regulations including disciplinary procedures and practices to employees (e.g., bulletin boards).

- A Supplier must maintain, onsite at each facility, all documents needed to establish compliance with Whirlpool's Code, including payroll, time, and piece rate records.
- All records and documents must be accurate, reliable and transparent.
- Suppliers must keep activities comply with all applicable anti-bribery and anti-corruption laws.
- Regularly review the effectiveness of the supplier responsibility management systems and take accordant actions to improve the systems.

Laws and Regulations

- A Supplier must comply with all applicable laws and regulations.
- A Supplier should have a mechanism to obtain updated information regarding applicable laws and regulations.
- A Supplier should retain required government licenses and certificates related to all areas of operation on site as required by law.
- 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.

Corruption

- A Supplier must not engage in bribery, extortion or kickbacks.
- A Supplier must comply with all applicable anti-bribery and anti-corruption laws, including the United States Foreign Corrupt Practices Act ("FCPA") at all times.
- A Supplier is 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/policies/).
- A Supplier should not provide any gift to any employee or other representative of Whirlpool.

Child Labor

- A Supplier must establish, document, maintain and effectively communicate to personnel and other interested parties, written policies and procedures for prevention of child labor and remediation of child labourers, and shall provide adequate financial and other support to enable such children to attend and remain in school until no longer a child as defined above.
- A Supplier must comply with local laws regarding the minimum age of workers.
- No person under the local minimum working age may work in a Supplier facility.
- No person under the mandatory school age may work in a Supplier facility.
- A Supplier must require documentation to prove age when hiring workers.
- A Supplier must maintain all age documents on file in the facility.
- Young workers must not be allowed to work in hazardous job positions.
- If required by national or local law, young workers must work restricted hours.
- Very young children should not be present in the facility unless in a nursery located away from the production areas.
- If child labor is found, a Supplier must advise Whirlpool of Supplier's corrective action plan and immediately implement corrective actions.

Forced Labor

- Supplier must have a written policy against forced labor that complies and implement the code, applicable laws and regulations.
- All workers in the facility must be voluntarily employed. Workers must be able to voluntarily end their employment without any restriction provided that they give reasonable notice to their organization.
- No prisoners should be working in a facility.
- No Supplier may hold a worker's original government issued identification or travel documents.
- A Supplier may obtain and retain copies of workers' government issued identification and travel documents.
- Under no circumstances may a Supplier allow a private employment or labor agency to hold a workers' original government issued identification or travel documents.

- Supplier shall not confine or restrict workers freedom of movement inside the place of production or Supplier-provided facilities, including access to drinking water, restrooms and the Worker's Dormitory room, except where necessary for Worker safety and permitted by Applicable Laws and Regulations.
- A Supplier must ensure workers have not been charged, directly or indirectly, any fees or commission related to the recruitment and/or employment process whether in a worker's home country or in the country where the work is performed. If the recruitment agent has requested any such fee, Supplier must ensure the Worker has been reimbursed.
- Supplier must respect the right of a worker to remove himself/herself from a work situation based on a reasonable justification that the situation presents an imminent and serious danger to his/her life or health. Supplier shall not retaliate or discipline any worker for exercising this right.

Harassment

- A Supplier must establish policy and procedures to describe preventive and corrective actions against harassment and abuse and rules for disciplinary actions.
- All workers must be treated with respect and dignity.
- No supervisor may use corporal punishment or other abusive practices.
- Physical, sexual, verbal or mental abuse is not allowed.
- A Supplier should communicate its policy against harassment to its workers.
- Disciplinary policy and practices must not include monetary fines deducted from earned wages.

Wages and Benefits

- Supplier must have a written policy that addresses wages, benefits, and contracts requirements specified in applicable laws and regulations and this code.
- Workers must be paid at least the minimum wage specified by law, not including attendance, production or other bonuses or compensation.
- Piece rate workers must be guaranteed at least the minimum wage specified by law, not including attendance, production or other bonuses.
- Workers must be fully compensated for all overtime hours according to legal requirements.

- Workers must be paid in a regular and timely manner according to legal requirements.
- Earned wages must not be withheld for any reason. A Supplier should have procedures in place at each facility for workers to question wages paid and possible adjustments to workers' pay.
- A Supplier must provide accident insurance to workers for work-related accidents and compensation for work-related accidents resulting in permanent disability.
- At each facility a Supplier must maintain – and present to auditors/monitors – a true and accurate record of worker hours and wages. Records should, at a minimum, include:
 1. A Supplier should ensure written employment contract is signed with each Worker before they start work, if required by applicable law, which specifies terms of employment in a way understood by the Worker. As a minimum the contract includes the name of employer, name of Worker, birthdate, position, salary, working hours, overtime compensation, benefits and notice period. Information about working hours, overtime compensation, benefits and notice period can instead be described in a Workers Handbook or equivalent. If the employment contract is terminated according to agreed notice period there are no wage deductions for Workers who leave.
 2. Payroll Register:
 - i. Normal rate compensation;
 - ii. Overtime rate compensation;
 - iii. Wage computation for entitled benefits – e.g., holiday pay; annual leave; sick leave;
 - iv. Deductions;
 - v. Worker acknowledgement of wage receipt.
 3. Piece Rate Records – if applicable:
 - i. Acknowledged by workers.
 4. Paystub: Suppliers must provide workers with written and understandable details regarding their employment and compensation. Suppliers must provide workers with proof of payment in a language the worker understands:
 - i. Normal Work Hours;
 - ii. Overtime Hours (at specified rate);

- iii. Gross Wages or Piece Rate Earned;
 - iv. Net Wages;
 - v. Bonuses;
 - vi. Allowances; and
 - vii. Authorized Deductions
- A Supplier must provide all benefits required by law. For example: paid holidays and vacations as required by law.
 - A Supplier is required to have documentation to support workers' consent to make voluntary deductions from their pay.

Hours of Work

- Supplier must have working hour management policy, procedure, and records, control methods of excessive overtime working, and appeal mechanism.
- Work hours should be recorded by workers themselves using an automated timekeeping system – e.g., punch or swipe card.
- Work hours must be properly recorded, listing in and out times for every day worked including meal breaks.
- Scheduled working hours & overtime hours should be published.
- The number of regular hours in a week is determined by national and local laws.
- Overtime hours must not exceed the hours specified by national and local laws.
- On a regularly scheduled basis, no worker should work more than either 60 hours a week (including overtime) or the local legal limit for regular and overtime hours (See Whirlpool's Definitions of Key Terms for further definitions regarding Hours of Work).
- Rest breaks should be provided to workers as required by law.
- Workers must have the right to refuse overtime.
- In every seven day period, each worker must have at least one day off.

Health and Safety

- Workers must be provided with a clean, safe and healthy work environment that complies with all legally mandated standards for workplace health and safety.
- A supplier must have a management system, includes organizational structure, planning activities (including, for example, risk assessment and the setting of objectives), responsibilities, practices, procedures, processes and resources. And implement, maintain and continually improve(ie, management review) the health and safety management system.
- A supplier must well document all health and safety legal required license, certificate and permits, including personal license and certificate, and make sure all these certificates are effective.
- A supplier must conduct regularly risk assessment to identify health and safety hazards and assess the risk level. The risk assessment should cover the whole site and all workplace. And must conduct reasonable action to reduce the high risk matters.
- A supplier should provide the clear health and safety-related communications between all levels of employment, contractors, and visitors. The way of communication can be: announcement, publish, training, safety colors, signs, labels and sound.
- A Supplier should provide training on health and safety matters.to personnel, on a regular basis, effective health and safety training, including on-site training and, where needed, job-specific training. Such training shall also be repeated for new and reassigned personnel, when incidents have occurred, and when changes in technology and/or the introduction of new machinery present new risks to the health and safety of personnel. All the training must have evaluate to control the efficiency.
- A supplier must identify, assess and create an inventory of the major accident hazards(if have). Major accident hazards can be:
 - Dangerous construction;
 - Massive flammable/explosive chemicals & dust;
 - Exposed in highly concentrated toxic substances, (ie, Benzene, Hexane etc.);
 - And others would cause immediately death and injury; etc.
- A supplier must take appropriate actions to control the risk of the major accident hazards, suggested actions could be: eliminate and replace, engineering control, monitor and administration. All the facilities related to the major accident hazards must be maintained well, and keep records for any changes.
- A supplier must provide good working conditions. Control needed working conditions include, but is not limited to, noise, temperature, light, air quality.
- A supplier must confirm the all machines has integrity safety facilities and meets all the legal and regulations requirements. The safety facilities including fixed guards, two-hand control devices, electronic safety devices (for example; light curtains, safety

switches, etc), etc. Guarding shall be designed, installed, and working properly during operation to prevent anyone from accessing (over, under, around, or through) the identified hazard.

- All the safety facilities should be inspection, test and maintained properly.
- Before any chemicals are brought onsite or into the facility, the facility's EHS staff must review the Material Safety Data Sheets (MSDS) for the material's EHS acceptability and consistency with the regional restricted materials list and verify that the chemical is safe for employees and the environment. Chemicals which are not approved by the EHS staff cannot be brought onsite by employees or contractors.
- A inventory of all chemicals with the valid Material safety Data Sheet (MSDS) used in the production, operations or services is established, maintained and continuously updated.
- A supplier must develop programs, which ensure that all chemical containers, including piping systems, are properly labeled.
- A supplier must take practice the hierarchy of using hazardous chemicals:
 - Eliminate;
 - Substitution;
 - Engineering controls;
 - Administrative controls;
 - PPE.
- Chemicals must be stored or used in such a way that releases do not enter sanitary or storm sewer systems, or contaminate surrounding soil and groundwater. Open drains within the secondary containment area or in potential spill pathways are prohibited.
- All appropriate precautions must be taken to assure that incompatible chemicals, stored within the same secondary containment area, cannot be mixed.
- Hazardous Chemical storage areas shall be equipped with, but not be limited to:
 - Appropriate ventilation;
 - Appropriate fire prevention and control equipment;
 - Temperature- and humidity-measurement and control devices;
 - Detectors for any hazardous gases;
 - Secondary Containment;
 - A dike to prevent spillage from exiting the storage area;

- Anti-static devices and explosion-proof electrical devices for flammable and combustible Chemical warehousing;
- Appropriate personal protective equipment (PPE);
- Emergency equipment, including safety shower, eyewash, and spill kit; etc.
- A Supplier should maintain electrical safety devices in good condition.
- A Supplier should procure, install, and properly maintain adequate devices to guard against electrical or electrostatic hazards.
- All electrical installations or major modifications (for example, new equipment installation) shall be reviewed and approved.
- A supplier must develop programs, which ensure that energy sources (including electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other sources in machines and equipment) is properly secured to prevent accidental release of energy (for example; unexpected start up, movement, etc.).
- A supplier shall identify the high risk work(ie. confined spaces, hot work, work at height, ground disturbance, electrical work,critical Lifts) and take properly control to reduce the risk of these work. If the work is non-routine or maintenance, supplier shall use permit to work system to confirm the work is performed in a safe manner.
- A supplier should keep the route in factory of vehicles, forklift trucks be well designed with enough width, signs, dry, clean, unblocked, well illuminated and no holes; and separated from identifiable pedestrians.
- Vehicle inspection and maintenance is conducted on a regular basis.
- Where hazards remain after effective minimisation or elimination of the causes of all hazards in the workplace environment, workers should receive all necessary safety personal protective equipment (“PPE” – including, but not limited to, masks, metal mesh gloves for cutters, protective eyewear) free of charge according to the type and critical level of the hazards contacted.
- PPE should be used, maintained in a sanitary and reliable condition.
- A supplier should well design fire protection workshop layout and facilities complies with legal & code requirements. Fire protection facilities including but not limited: fire extinguishers, fire hydrant, fire detection and alarm systems, sprinkler Systems, fire pumps, etc.
- A supplier should keep all the fire protection facilities in good condition by using inspection, test methods. The records of inspection and test should be documented.
- A supplier must identify and describe reasonably foreseeable emergency situations (for example: injury, fire, chemical spills/releases, implications of utility loss, bomb threat, natural / weather related disasters, violence in the workplace, etc.), and develop and implement plans to minimize these risks.

- A supplier must identify emergency equipment (such as: spill kits, sprinklers, extinguishers, medical supplies, back-up generators, fire pumps, radios, alarm systems, emergency eyewashes /showers, evacuation plans, first aid kits, PPE, automated external defibrillator etc.) to be used and proper located and documented, and conduct periodic inspections and / or tests to verify this equipment is in proper working condition according to legal requirements.
- A supplier must confirm workers in each work area, covering all shifts, are trained to dealing with identified emergency situations, such as use the fire fighting equipment, first aid and self protection.
- Evacuation drills should be conducted regularly – at least one times each year. And drills for emergency situations should be conducted regularly, evacuation drill should be at least two times each year.
- Records of drills are maintained and, as a minimum, they include date and time of drill, shift information, the time it took to evacuate and to verify the complete evacuation of all people, the results of the drill and any corrective actions needed.
- A supplier must implement procedures aimed at investigating all accidents/incidents (serious, less than serious, etc.) and reported in order to determine the root causes behind the occurrences and take actions to avoid repeat incidents. These procedures shall also clearly define who within the organization is to be notified, within what timeframe, and who is involved in correcting any identified deficiencies.
- A supplier shall documented the accident/incident report and action plan with tracking results.
- A supplier should recognize, evaluate, and take controls for the industrial hygiene related chemical, biological, physical and ergonomics hazards.
- A supplier should take immediate action to provide appropriate engineering controls, work practice controls, administrative controls like temporary PPE for the IH hazards over exposure limits. Until there are consecutive monitoring results below the Occupational Exposure Limit, each at least one day apart.
- Supplier shall establish an occupational health surveillance system to identify Workers who are routinely exposed to occupational hazards, the workstations, the length of time which they have worked at the stations, their pre-task, on-the-job, post-task, and post-emergency medical surveillance records. The system shall meet the requirements as per local regulations. Medical surveillance shall be conducted by a qualified clinic. Medical surveillance results shall be provided to the tested Workers upon request.
- For any Workers routinely exposed to occupational hazards, supplier shall provide:
 - Pre-job medical surveillance to new Workers before starting work.
 - On-the-job medical surveillance to Workers at least once every two years.

- Post-job medical surveillance to Workers who leave the position.
- Medical surveillance to Workers before the Supplier closes business, merges with another organization, or spins off.
- Medical surveillance to Workers exposed to Hazardous Chemicals after emergency situations.
- If a Worker has abnormal medical surveillance results related to exposures received at the Supplier's facility:
 - Worker shall be removed from the current job immediately and offered another position in the facility.
 - Supplier is prohibited from terminating the labor contract with the worker due to the medical surveillance results.
- A supplier should provided with a water supply of sufficient quality, quantity, and pressure to meet needs. Water quality should meet regulatory requirements. Water dispensers are appropriately maintained and within a reasonable distance of the work area(s).
- All facilities are regularly cleaned and maintained in good condition. An appropriate number of adequately equipped washing and toilet facilities are available.
- A supplier should keep canteens(if have) or eating area meets below requirements:
 - Isolated from all potentially hazardous areas in manufacturing and related activities.
 - Equipped with clean, washable tables and chairs.
 - Designed and maintained to provide a comfortable environment with respect to temperature, air flow, lighting, and ventilation.
- Inventory must be properly managed and stored (e.g., appropriate stacking and height restrictions, etc.).
- Any dormitories provided for workers are subject to all applicable health and safety requirements listed above as well as additional requirements, including:
 - Sufficient in quantity for the number of persons living in the dormitories;
 - Segregated by sex;
 - Cleaned regularly;
 - Designed to give a suitable degree of privacy;
 - Fitted with washing facilities;
 - Two appropriate means of emergency egress;
 - Impermeable, washable, and non-slip flooring;
 - Heating and cooling systems to assure comfortable conditions are maintained as appropriate by region;
 - Potable drinking water supply to each floor;

- Adequate storage facilities in each room;
- Sufficient direct lighting and ventilation throughout;
- Impermeable, non-combustible roofing material; etc.

Nondiscrimination

- All employment decisions must be based on ability.
- Discrimination in any form must not be permitted.
- A Supplier must have a policy prohibiting discrimination.

Women's Rights

- Women workers must receive equal treatment in all aspects of employment.
- Employment must not be conditioned on pregnancy tests; any pregnancy testing must be voluntary and at the option of the worker.
- Workers must not be terminated for being or becoming pregnant.
- Workers must not be forced to use contraception.
- Wages or pay must not be reduced for workers who return after pregnancy leave.
- A Supplier must comply with any legal or work environment requirements protecting the health and safety of pregnant, post-partum, and/or lactating women.

Freedom of Association and Collective Bargaining

- A Supplier must recognize and respect rights of workers to exercise lawful rights of free association, including membership to a union and joining or not joining any association.
- A Supplier must respect any legal right of workers to bargain collectively.
- A Supplier must not interfere with worker attempts to organize.

- Workers who have attempted to organize or bargain collectively must not be terminated or threatened with termination for those reasons.
- A Supplier must not prohibit any legally required labor union/employee organization.
- A Supplier should have a documented system for resolving workplace disputes, whether between co-workers or between workers and supervisors and the workers are informed about the system both verbally and in writing.

Environment

- A Supplier must comply with all applicable laws and regulations related to emissions, noise, water discharge, and ground contamination.
- A Supplier must provide and demonstrate appropriate training and documentation for waste and chemical handling including records of proper disposal.
- Chemicals and waste must be stored, handled, and transported in a way appropriate to control the risk of accident and display the applicable labeling.
- All hazardous chemicals must have secondary containment.
- A Supplier must maintain mandatory permits and certificates necessary to demonstrate compliance with applicable environmental regulations.
- Any disposal company used must be properly licensed, inspected and reputable.
- A Supplier should not use materials that are considered harmful to the environment or that are prohibited under the applicable section of Whirlpool's Restricted Materials List.
- A Supplier may use tin, tantalum, tungsten, or gold in a product or the manufacturing process only if a Supplier can reasonably demonstrate that it has exercised due diligence on the source and chain of custody of such metals under the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and produce its due diligence documents.
- A Supplier should disclose the information on any citation, warning, or fine from a government agency for non-compliance to Whirlpool.

- Assigned factory management representative must have an understanding and awareness of applicable environmental requirements and have legally-required certificates.
- Pollution/waste disposal records should be complete, accurate and/or up to date.
- Must have appropriate environmental protection facility installed and keep functional.
- Factory must have a system to regularly test all pollutions per applicable local legal and/or permit requirements when applicable.

Subcontracting

- A Supplier must obtain Whirlpool's prior approval to use subcontractors to manufacture products or components that contain Whirlpool's trademarks or trade names.
- No unauthorized outside contract factories can be used for Whirlpool production.
- No outside contract production – such as assembly or sewing – in people's homes (home work) can be used for Whirlpool production.
- A Supplier must maintain appropriate records of suppliers/subcontractors (and where appropriate sub-suppliers), service providers and extended supply networks as appropriate for at least 12 months.

Communication

- A Supplier should communicate Whirlpool's Code to all workers in a language they understand.

Monitoring and Compliance

- A Supplier is required to commit, and confirm its compliance, to the Code annually for each of its facilities involved in Whirlpool's production.
- A Supplier's authorized representatives must access Whirlpool's websites from time to time to ensure the Supplier has the most current version of the Code.
- A Supplier 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. If any part of the facility is deemed as confidential area and cannot give access to auditors or Whirlpool representative, supplier must apply in advance for Whirlpool approval.

- A Supplier must maintain personnel files for all current and former employees. Records for former employees should be retained for a period consistent with payroll record retention as required by local law.

Personnel files for each employee should include the following:

- Proof of age;
 - Proof of citizenship or work permit (where necessary by law);
 - Medical records (where necessary by law);
 - Executed employment contract (where necessary by law);
 - Termination letter (where necessary by law);
 - Record of disciplinary actions; and
 - Authorization for all voluntary wage deductions.
- The terms of any probationary period should be outlined in the employee's employment contract (if a contract is required by law) and personnel file.

III. SUPPLIER AUDIT PROCESS

A. Scheduling and Payment

When Whirlpool determines it will audit a Supplier's facility, Whirlpool will send a request to audit to its designated audit representative. Audits will be conducted on behalf of Whirlpool – and will be paid for by the Supplier as a requirement to do business with Whirlpool. After the audit company receives Whirlpool's request, the audit company will send the Supplier an invoice for the planned audit with detailed payment instructions. The audit company will send Whirlpool a copy of the invoice.

An audit representative will contact the Supplier to confirm the location of the facility where Whirlpool products are or will be manufactured and to arrange for the audit. The audit representative will provide the facility contact with a range of dates, generally within 10 to 14 business days, during which the audit will be conducted. The audit representative and Supplier will agree on a specific date within the given range. In the case of an unannounced audit, the Supplier will not be given the specific date of the audit.

On the day of the audit, the Supplier must ensure that at least one member of the facility's management team is present to provide the appropriate documents and provide full access to the facility for the audit. The audit representative will need to be able to conduct the full audit even if the Supplier's designated representative or contact person is not available.

Please note, the audit company will treat the facility information as confidential. Whirlpool will take reasonable steps to protect the confidentiality of the information but, under certain circumstances, may disclose the information to customers or government officials as Whirlpool deems appropriate or necessary or as otherwise required by law or legal process.

Whirlpool requests that Suppliers pay the audit company within ten (10) business days after the Supplier receives the invoice. (Please note that wired payment may take up to 5 business days to clear the bank transaction process, and checks may take longer.) **Please note: A Supplier is expected to pay the audit company directly for the audit as soon as the Supplier receives the audit company's invoice. A Supplier should expect to receive the invoice around the same time that the**

Supplier is contacted by the audit company to schedule the audit. Alternatively, if agreed to by Whirlpool, a Supplier may send Whirlpool a written request and authorization for Whirlpool to deduct the cost of the audit from any outstanding account receivable that Whirlpool may owe to Supplier. Payment status of open audit invoices will be reported to Whirlpool on a regular basis for follow-up. Whirlpool requests that before the date range given for the audit to occur, the Supplier confirms payment has been made or has authorized Whirlpool to debit Supplier's account. Any payment delay by a Supplier could result in corrective action being taken by Whirlpool.

If a Supplier denies any audit representative access to the facility on the date of the audit or cancels an audit within 3 business days of the audit date, Supplier will be charged for the audit as if it had occurred, as well as be charged for a rescheduled audit.

B. Audit Execution

In preparation for the audit, a Supplier's facility management is expected to review the Document Request List set forth in Appendix A and ensure that all related documents will be available to the auditors during the audit. A Supplier self assessment questionnaire will be available before the audit. The questionnaire will be send to Supplier along with the audit request notification. A Supplier should have its facility management – including the facility manager, appropriate human resources personnel and accounting staff – available during the audit. It is critical that the auditors are given unrestricted access to all areas of a facility(same as scope of business license), to all relevant documents whether or not included in the Document Request List or additional to it, and be allowed to randomly select workers for private interviews. Denying access to any of these required elements of the audit could result in a high risk failure.

Depending on the location and size of the facility, a Supplier can generally expect either two auditors to spend one day or one auditor to spend two days at the facility. During the audit, the auditors will do the following:

- Opening Meeting: Conduct an opening meeting with facility management;
- Facility Tour: Walk through the facility and dormitories, if applicable, conducting visual inspections – full access to all areas of the facility is required;
- Document Review: Review records and documents including but not limited to those documents stated in the Document Request List;
- Interviews: Conduct private and confidential worker interviews; and

- Closing Meeting: Conduct a closing meeting with management summarizing the audit findings.

The audit is a fact-finding process designed to help a Supplier identify areas within its operations that could be improved to ensure that the Supplier is in compliance with all applicable laws, regulations and the Code.

Suppliers must be open and honest about workplace conditions and fully transparent during the audit.

C. Closing Meeting and Reporting

At the conclusion of the audit, the auditors will conduct a closing meeting with facility management to summarize the audit findings. The findings will be presented in a Summary of Findings document – a copy of which will be provided to Supplier’s facility management. Whirlpool expects a Supplier to begin developing and implementing any appropriate corrective actions as soon as the Supplier receives the Summary of Findings.

The audit company will provide Whirlpool with an audit report that sets forth an overall rating for the Supplier’s facility and specific audit findings. Based upon the audit findings, the Supplier’s facility will receive one of the following overall ratings based on the most significant findings identified during the audit.

Green: A green overall rating indicates there were no compliance issues identified in the audit– or all identified compliance issues have been addressed and confirmed through the performance of follow-up audits.

Yellow: A yellow overall rating indicates there are isolated deviations for issues Whirlpool considers Medium Risk or none of the requirements are met for issues considered Medium Risk.

Red: A red overall rating indicates there are isolated deviations for issues Whirlpool considers to be a High Risk. A facility given a red overall rating may have issues that are not only considered a High Risk but also an Immediate Action Required Risk. Immediate Action Required issues require immediate corrective actions and a follow up audit conducted within a very limited timeframe. Depending on the severity and accumulation of the findings, Suppliers whose facilities given a red rating could be subject to immediate suspension of shipments or new business or other actions.

No certificate will be provided at the completion of the audit.

D. Remediation

Whirlpool is committed to working with Suppliers to address non-compliance with the Code. Whirlpool fully supports compliance and recognizes that remediation may be required. While Whirlpool prefers remediation and not termination, certain issues have an

Immediate Action Required rating. Depending upon the severity of the audit findings, Immediate Action Required findings could result in a Supplier's immediate suspension and/or termination, as Whirlpool determines appropriate. Suppliers are expected to develop Corrective Action Plans that address audit findings in a timely manner. Suppliers are expected to correct identified yellow and red audit findings as a condition of continued business with Whirlpool. Whirlpool's relationship with a Supplier who is unable or unwilling to timely correct yellow and red audit findings is at high risk of being terminated.

Suppliers are expected to complete and submit to a Corrective Action Plan Report ("CAP Report") consistent with the Model Corrective Action Plan Report Instructions and Example set forth in Appendix B. A Supplier who is subject to providing a CAP Report should provide its completed CAP Report to Whirlpool and the designated CAP reviewer (and, potentially, Whirlpool's customers) within 10 days of the Supplier's receipt of the CAP Report. The CAP Report must address each audit finding that is yellow or red. The timetable for corrective action will depend upon the nature, severity and prevalence of the identified findings.

i. High Risk or Repeated Findings

Whirlpool will determine in its sole discretion the appropriate actions to be taken in response to any critical or repeated violations. Whenever appropriate, Whirlpool will support the Supplier's timely remediation efforts before taking other actions.

ii. Follow-up Audits

Whirlpool, at its sole discretion, may determine that follow-up audits are necessary to ensure corrective actions are timely taken. Follow-up audits could be scheduled anywhere from within 30 to 180 days after an initial audit has identified a yellow and/or red finding.

iii. Follow-up Visits

When follow up audit is determined by Whirlpool as unnecessary, while the corrective actions cannot be verified by evidence supplied through a desktop review only, Whirlpool may determine that follow up visits are necessary. Follow up visits are typically conducted by Whirlpool SCOC team members and can be scheduled anywhere from within 30 to 180 days after a previous audit.

iv. Evidences Review

When the extent of the non-compliance found at a previous audit was limited, certain corrective actions for which a site visit is not required and can instead be verified remotely e.g. through photographic evidence or documents provided via email. The follow up schedule can be set according to the CAP due date.

IV. WHIRLPOOL EXPECTATIONS

Whirlpool has the following expectations for each Supplier in connection with Whirlpool's Supplier Code of Conduct Program:

A. Responsible Official

Every Supplier will ensure that each of its facilities has a designated official who is responsible for the facility's efforts to ensure compliance with the Code.

B. Standards and Applicable Law

All facilities are to have a copy of the Code. In addition, to fully understand Whirlpool's requirements as outlined in the Code and this Program, facilities should, and are expected to, have access to applicable local laws that relate to the provisions of the Code. Generally, facilities should have an understanding of key provisions of the laws and regulations related to age, wages, hours of work, and health and safety.

C. Active Monitoring Support

Whirlpool will use various methods – including Supplier self-certifications and facility audits – to confirm Suppliers' compliance with Whirlpool's requirements.

Whirlpool's Code includes the following audit, monitoring, and compliance obligations:

i. Non-interference

Supplier's representatives will not interfere with, discourage or punish workers who communicate with Whirlpool or Whirlpool's representatives. A Supplier's facility management will permit Whirlpool, its representatives, and possibly Whirlpool customers, to interview workers without the presence of other workers or management, and will not disturb the confidentiality of any worker interview.

ii. Ethical Performance

Supplier's representatives will not offer any incentives – including gifts, meals, transportation or money – to Whirlpool's representatives for any reason. To the extent a facility representative offers incentives of any kind to Whirlpool's representatives, this activity will be immediately reported to Whirlpool.

If any of Whirlpool's representatives solicit any form of incentive from a Supplier, the Supplier is to immediately report this activity to Whirlpool.

iii. Transparency

Each facility is expected to maintain – and present to Whirlpool, Whirlpool's representatives, and any required customers – true and accurate records for all elements related to the Code. Failure to be transparent is a serious matter and could have a significant adverse impact on a Supplier's business relationship with Whirlpool.

iv. Worker Awareness and Education

Each facility is responsible to communicate to its workers regarding the facility's obligation to them, and to Whirlpool, according to the Code.

APPENDIX A: DOCUMENT REQUEST LIST

- 1 Floor plan / Production Process Flow Chart
- 2 Business license
- 3 legal compliance documents and procedure
- 4 Name list of employees(employee scope, including temporary, migrant, student and contract, directly and indirectly employed workers and any other type of worker/employee)
- 5 Payroll records of past 12 months (Signed Payroll Record / Bank Transfer Record for Full Time Employees / Part-time Employees / Dispatch workers, Piece Rate Record)
- 6 Attendance records related to above payroll and attendance record of recent unpaid month
- 7 Plans for allocating and controlling overtime hours, weekly working hour summary and monthly working hour summary document
- 8 Comprehensive Working Hour System Approval and related attendance records
- 9 Payment receipt of social insurance schemes & income tax / Registration form
- 10 Records of paid annual leave
- 11 Production records
- 12 Factory regulations (Recruitment, Reward, Disciplinary, Wage, Hour, Benefit etc.)
- 13 Personnel files with ID Copy
- 14 Labor contracts (Dispatch agreements)
- 15 Leave applications
- 16 Health examination / registration of juvenile workers
- 17 Trade Union / Worker organization
- 18 Grievance procedure and record, Disciplinary Procedure and record, Wage and benefits management procedure, working hour management procedure, anti-force labor procedure and record, anti-harassment procedure and record, anti-Child labor procedure, and related training record
- 19 Occupational disease hazard factors tests
- 20 O-chart of safety committee, safety procedures, emergency preparedness, Management Representative Appoints
- 21 Exercises and drills preplanning and evaluate report
- 22 Production building and dormitory (1) Fire acceptance check report / filing record; Inspection for Completed Building

Construction Projects; (3) Planning permit of temporary construction (4) fire protection program or fire protection design documents

- 23 EHS management review records
- 24 Inventory of major accident hazards
- 25 Inventory of industrial hygiene hazards
- 26 Permit to work procedures and records
- 27 Hazards identification and risk assessment records, risk reduce action plan
- 28 Maintain safety management procedure and Management of Change procedure
- 29 Facilities, vehicles, instrumentation check, test and maintain records(including occupational safety, fire safety, electrical, environmental facilities)
- 30 Injury records / Injury procedure
- 31 First aid responder certificates
- 32 First aid records, usage records, hospital medical records etc.
- 33 Accident investigation and root cause analysis, correct action plan and records
- 35 Occupational safety and health Training management procedure
- 36 Safety training records (Fire safety, Job safety, Machinery, PPE, Chemical), test records and evaluate records
- 37 Occupational health examination records and related job transfer, dimission records
- 38 Special Operation Certificate / Special Equipment Operator Certificate
- 39 Registration / Safety Inspection documents for Special equipment
- 40 Occupational Disease Hazard Assessment / Occupational Disease Hazard Control Effectiveness Evaluation
- 41 PPE release records, maintenance records, and product manuals
- 42 Hygiene Certificate for the canteen in factory
- 43 Health Certificate of food handler/ Radiation work permit
- 44 Environmental documents
- 45 Pollution prevention and reduction plans and results
- 46 Subcontractor information
- 47 Evidence of communicate risk to employees, contractors, visitors
- 48 Environmental test records
- 49 Drinking water test report
- 50 Labor arbitration and labor, safety, health, environmental inspection, record of punishment, environmental sanctions need whirlpool confirmation documents

- 51 Communication SCoC required policy to workers
- 52 Current job advertisements and qualifications

Appendix B: Model Corrective action plan (CAP) Report Instructions and Example

General guidelines and Example:

Note: Please DO NOT fill in this word file.

Clause No.	Original Clause Requirement	Audit Findings	Root Cause(to be completed by factory)	Corrective Action Plan (to be completed by factory)	Implementation Steps and Documentation Needs(to be completed by factory)	Responsible Individual(to be completed by factory)	Due Date(to be completed by factory)	Status
General guidelines:			For Root Cause, factory should analyze the primary cause in a program, system and management level (e.g. no/imperfect written policy/procedures available, poor management to execute the policy/procedures, poor documents maintenance, lack of training), and the objective cause or human factor could not be accepted. Please fill in the most actual and specific root cause to each finding, the uniform root cause is not accepted. For Example:	For Corrective Action Plan, factory is supposed to fill in the clear and specific plan of the corrective actions and what anticipated results will come out. For Example:	For Implementation Steps & Documentation Needs, factory is supposed to fill in the specific steps you are going to take, what measure was in mind to correct this non-compliance and reach the anticipated results. Steps by steps would be better. It is recommended that the factory state whether there will be written policy/procedures available or not, whether responsible personnel will be assigned to monitor the execution or conduct the regular inspection, relevant monitor/inspection records should be available etc. For example: a. Is procedure on the inspection for firefighting equipment has been established? When was the procedure or when will the procedure established? b. Who will be responsible for inspection of the fire-fighting equipment? c. Management/supervisor or H&S officer should keep a close eye on the inspection status and record keeping		For Due Date, factory is supposed to fill in the date you completed the correction, just fill the date info, "Done" or "Completed" or other words were not acceptable.	For communication between BV and Whirlpool only. Please don't fill any content in this column.

					status to avoid the same issue would not happen again d. Any other prevention action, please state			
7.7	Insufficient number of properly operating fire extinguishers	Date of last inspection and date of last recharge not posted on 7 of 14 fire extinguishers installed in facility.	<p>1. No procedure on the inspection for firefighting equipment has been established</p> <p>Or although the procedure on the inspection for firefighting equipment has been established, however, the execution to this procedure is poor, e.g. no designated personnel was assigned for the inspection, or the inspection was done but no record was kept, or the responsible personnel or related employees need more trainings to fulfill the assignment</p> <p>2. Not familiar with legal requirement or client's standard</p>	<p>1. All fire extinguishers in the facility to be inspected and recharged, as necessary</p> <p>2. Procedure to be instituted/established/updated for semi-annual inspection of all fire extinguishers – with recharging as necessary, inspection records should be kept</p>	<p>a. The written procedure on the inspection for firefighting equipment will be established or updated within one week.</p> <p>b. Mr. Lee / HS Manager will be responsible for inspection of the fire-fighting equipment</p> <p>c. Management/supervisor or H&S officer should keep a close eye on the inspection status daily and record keeping status to avoid the same issue would not happen again</p> <p>d. Other prevention action: If missing the records, Mr. Lee should supplement the records.</p> <p>Documentation</p> <ul style="list-style-type: none"> ✓ Completed Fire Extinguisher inspection tags on all fire extinguishers ✓ Fire Extinguisher inspection procedures ✓ Fire extinguisher inspection log 	<p>1. Mr. Chen – Security Manager</p> <p>2. Mr. Chen – Security Mso janager</p>	<p>1. 1 Nov 2010</p> <p>2. 1 Nov 2010 – with first semi-annual inspection on 1 Mar 2011</p>	

7.40	Other – Compliance with local laws on First Aid	First aid boxes inadequately stocked and not equipped with contents prescribed under provincial regulations.	<ol style="list-style-type: none"> 1. No procedure on first aid kit boxes or supplies was established Or although the procedure has been established, however, the execution to this procedure is poor, e.g. no designated personnel was assigned for the inspection, or the inspection was done but no record was kept, or the responsible personnel or related employees need more trainings to fulfill the assignment 2. Not familiar with legal requirement or client's standard 	<ol style="list-style-type: none"> 1. First Aid boxes to be inventoried and listing of required supplies – as per State regulations – to be developed 2. All first aid boxes to be stocked with required supplies 3. First Aid box checklist – required supplies – to be developed 4. First Aid box checklist to be completed on a monthly basis – and necessary supplies to be replaced 	<ol style="list-style-type: none"> a. First Aid boxes to be properly stocked b. On an on-going basis, all first aid boxes will be inspected on a monthly basis and necessary supplies will be replaced <p>Documentation ✓ Completed First Aid box checklist</p>	<ol style="list-style-type: none"> 1. Ms. Li – Factory Nurse 2. Ms. Li – Factory Nurse 3. Ms. Li – Factory Nurse 4. Ms. Li – Factory Nurse 	<ol style="list-style-type: none"> 1. 14 Oct 2010 2. 20 Oct 2010 3. 14 Oct 2010 4. 14 Oct 2010 – with first monthly inspection on 1 Nov 	
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