



American Bath Group, LLC
SUPPLIER CODE OF CONDUCT
November 2023





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American Bath Group and all its affiliates enjoy the reputation of being trustworthy and conducting business with integrity in compliance with the laws and regulations governing its activities. ABG's reputation and success depends on a strong foundation of operational excellence, innovation, and respect of its customers, consumers, suppliers, shareholders and employees.



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Introduction

American Bath Group, LLC and its affiliated companies (“ABG”) is committed to ethical business practices and as such our suppliers are expected to be committed to the same high standards, pursuant to ABG’s Supplier Code of Conduct (“SCC”). The standards of the SCC are based on international and North American principles, industry codes of conduct, standards, laws, and regulations promulgated by federal, national, provincial, state and local government agencies and industry associations.

All suppliers conducting business with ABG are required to commit to the SCC and implement/cascade the requirements throughout their supply chain. The SCC requires all suppliers to ensure that working conditions in their operations and supply chains are safe, that workers (employees and subcontractor employees) are treated with respect and dignity, and that business operations are environmentally responsible and conducted ethically.

Suppliers shall operate in full compliance with the laws, rules and regulations of the countries and localities in which they operate. Suppliers shall meet internationally recognized laws, regulations, standards and best practices to advance social and environmental responsibility and business ethics. In order for the SCC to be successful, suppliers must regard the SCC as a total supply chain initiative, requiring their next tier suppliers or subcontractors to acknowledge and implement the SCC.

The SCC is comprised of the following sections:

- 1) Labor
- 2) Health & Safety
- 3) Environmental
- 4) Ethics
- 5) Quality; Trade Control
- 6) Management Systems
- 7) Acknowledgement



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1. Labor

Suppliers commit to uphold the human rights of workers, and to treat them with dignity and respect including temporary, migrant, student, contract, direct employees, and any other type of worker.

- **Freely chosen employment.** Forced, bonded (including debt bondage) or indentured labor, involuntary prison labor, slavery or trafficking of persons will not be used. This includes transporting, harboring, recruiting, transferring or receiving vulnerable persons by means of threat, force, coercion, abduction or fraud for purposes of exploitation. All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment. Workers must not be required to surrender a government-issued identification, passports or work permits as a condition of employment. Generally fees are unacceptable and any legitimate fees charged to workers must be disclosed.
- **Child Labor or Forced Labor Avoidance.** Child Labor and Forced Labor will not be used by the supplier or any other entity or person in the supply chain. Such terms as “Child Labor” and “Forced Labor” are defined by those various laws and regulations, including the Fighting Against Forced Labour and Child Labour in Supply Chains Act, S.C. 2023 (Canada), and other similar laws of any country, state, province or locality. The use of legitimate workplace apprenticeship programs, which comply with all laws and regulations, is supported.
- **Working Hours.** Studies of business practices clearly link worker strain to reduced productivity, increased turnover and increased injury and illness. Workweeks, including overtime hours, shall not exceed the maximum set by law. Workers shall be allowed at least one day off per seven-day week.
- **Wages and Benefits.** Compensation paid to workers shall comply with all applicable wage and labor laws, including those relating to minimum wages, overtime and legally mandated benefits.
- **Humane Treatment.** There will be no illegal and/or inhumane treatment, including sexual harassment or abuse, discrimination, corporal punishment, mental or physical abuse, or similar actions prohibited by law.
- **Non-Discrimination.** Workforces shall be free of unlawful harassment and discrimination, including prohibited actions based on race, color, age gender, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership or marital status. Prohibitions apply to all employment practices, including hiring, promotions, rewards, training, salary, benefits, termination, discipline and other matters.
- **Freedom of Association.** Allow workers to associate freely, join or not join labor unions, seek representation, and join workers’ councils in accordance with the law. Allow workers to openly communicate with management regarding working conditions and business practices without retaliation, reprisal, intimidation or harassment.



2. Health & Safety

In addition to minimizing the incidence of work-related injury and illness, a safe and healthy work environment enhances the quality of products and services, consistency of production and worker retention and morale. Suppliers must provide a safe and healthy working environment in accordance with applicable laws and regulations.

- **Occupational Safety and Industrial Hygiene.** Exposure to safety hazards (e.g., electrical and other energy sources, fire, vehicles, fall hazards, chemicals, repetitive motion, heavy lifting, etc.) will be controlled through proper design, engineering and administrative controls, preventative maintenance, safety related policies and procedures (example: lockout/tagout), and ongoing safety training. Where appropriate, workers will be provided with personal protective equipment, physical barriers and machine safeguards. Workers will not be disciplined for raising safety concerns.
- **Occupational Injury and Illness.** Policies and procedures shall be in place to prevent, manage, track and report occupational injury and illness, as well as to provide medical treatment; investigate incidents, implement corrective actions, and facilitate return of workers to work.
- **Sanitation, Food, and Housing.** Provide ready access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Housing or dormitories provided to workers shall be maintained to be clean and safe, appropriate ingress and egress, safety devices (example: fire protection/suppression), hot water for hygiene, heating and ventilation.



3. Environmental

Environmental responsibility is integral to reduce adverse impacts on the community, workers and the environment and natural resources. Suppliers shall comply with all local environmental laws and regulations applicable to the workplace to minimize adverse impacts while safeguarding health and safety.

The environmental standards:

- **Environmental Permits and Reporting.** All required environmental permits (e.g. discharge monitoring), approvals and registrations will be obtained, maintained and kept current and their operational and reporting requirements followed.
- **Pollution Prevention and Resource Reduction.** Waste of all types, including water and energy, will be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, and recycling and reusing materials.
- **Hazardous Substances / Emissions.** Chemicals, wastewater, solid waste, VOC's, aerosols, corrosives, combustibles and other materials posing a hazard will be handled and managed as required by law for safe handling, movement, storage, use, recycling and reuse, and disposal.
- **Wastewater and Solid Waste.** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities will be characterized, monitored, controlled and treated as required prior to discharge or disposal.
- **Product Content Restrictions.** Suppliers will adhere to all applicable laws, regulations and requirements regarding prohibition or restriction of specific substances, and proper labeling of products, including recycling and disposal.



4. Ethics

Suppliers and their agents will uphold the high standards of ethics:

- **Business Integrity.** High standards of integrity should be upheld in all business interactions. Suppliers shall have a zero tolerance policy that prohibits any and all forms of bribery, corruption, extortion and embezzlement (covering promising, offering, giving or accepting any bribes). All business dealings will be performed transparently, honestly, at arm's length and accurately reflected on Supplier's business books and records. Monitoring and enforcement procedures shall be implemented by supplier to ensure conformance with anti-corruption laws, including the Foreign Corruption Practices Act of 1977, as amended, 15 USC 78dd-1, et seq.(US) and Corruption of Foreign Public Officials Act, as amended, S.C. 1998, c.34) (Canada).
- **No Improper Advantage.** Bribes or other means of obtaining undue or improper advantage will not be offered or accepted.
- **Disclosure of Information.** Information regarding business activities, structure, financial situation and performance shall be disclosed in accordance with applicable laws and regulations. Falsification of records or misrepresentation of information is prohibited.
- **Intellectual Property.** Intellectual property rights shall be respected. Transfer of technology and know-how will be done in a manner that protects intellectual property rights and in accordance with applicable laws and regulations.
- **Fair Business, Advertising and Competition.** Laws, regulations and standards of fair business, advertising and competition shall be followed. Appropriate means to safeguard customer information and protect confidentiality shall be utilized.
- **Protection of Identity.** Confidentiality and non-retaliation of any whistleblower shall be maintained.
- **Privacy.** Suppliers commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers and employees. As required by laws and regulations, Supplier shall comply with all privacy, data and information security laws and regulations, including laws and regulations related to personal information being collected, stored, processed, transmitted and shared.



5. Quality; Trade Control

Supplier agrees:

- **Quality.** Committed to providing high quality products or services.
- **Counterfeiting.** No sourcing of materials or goods that are, or from any person or entity that promotes counterfeiting.
- **Conflict Minerals.** No sourcing of materials or goods obtained from any source that finances or benefits armed groups in the Democratic republic of Congo, Angola, Burundi, the Central African Republic, Rwanda, South Sudan, Tanzania, Uganda or Zambia. If sourcing is unavailable, Supplier shall notify ABG in writing and provide details of such sourcing to comply with the reporting requirements of Section 1502 of the Dodd Frank Act.
- **Customer Concerns.** Respond to any governmental agency or person to address product safety concerns in a prompt and effective manner.
- **Export.** Comply with all laws and regulations. Tariffs and sanctions related to exporting goods and materials imposed by the United States and Canada, and the supplier's country.
- **Country of Operation.** Not to be operating within or organized under the laws of any country for which export to the United States or Canada is prohibited.
- **Prohibited Government Affiliation.** Not be an instrumentality or part of any governmental entity or agency that the United States or Canada considers is a sanctioned country or territory.
- **Prohibited Affiliation.** Not a person or entity that the United States or Canada considers a sanctioned person or entity, including having 50% or more interest or control, of a sanctioned entity.
- **Prohibited Goods.** Not to supply any goods or services sourced from, in whole or part, from a country, territory, person or entity that the United States or Canada Considers sanctioned.



6. Management Systems

Supplier shall adopt or establish a management system that supports the content of this SCC. The management system will be designed to ensure: (a) compliance with applicable laws and regulations related to the Supplier's operations and products; (b) compliance with this SCC; (c) identification and mitigation of operational risks related to this SCC; and (d) facilitate continuous improvement.

- **Company Commitment.** A policy statement affirming Supplier's commitment to the SCC, with senior management review of the management systems, endorsed by executive management.
- **Management Accountability and Responsibility.** Identification and communication of the supplier representative[s] responsible for ensuring implementation of the management systems, pursuant to this SCC, laws and regulations.
- **Compliance.** Establish policies and procedures for monitoring and auditing compliance with the SCC, laws and regulations.
- **Training.** Programs for training managers and workers to implement policies, procedures and improvement objectives to meet applicable legal and regulatory requirements.
- **Communication.** A process for communicating clear and accurate information about ABG's supply partners' policies, practices, expectations and performance to its suppliers, workers and customers.
- **Reporting, Documentation and Records.** Creation and maintenance of documents and records to ensure compliance with the SCC, laws and regulations, and making such documentation available to ABG upon request. Supplier shall immediately notify ABG if any obligation in this SCC is inaccurate or for which Supplier cannot comply. The failure to comply with this SCC or to notify ABG of non-compliance may result in the termination of the business relationship and any agreement between ABG and Supplier at the sole discretion of ABG, for which Supplier shall not have right of recourse and will indemnify, defend, release and hold ABG harmless from any suits, causes of action, damages (including attorneys' fees and costs), sanctions any penalties.



7. Acknowledgement

I have read and understood the attached. I also recognize that as representative of Supplier, I am responsible for ensuring that this document has been communicated internally via all appropriate channels.

Supplier Name

Signatory (print name)

Title

Signature

Date