



CORNERSTONE BUILDING PRODUCTS SUPPLIER CODE OF CONDUCT

(Effective December 31, 2022)

Introduction

Cornerstone Building Brands' (CBB's) commitment to doing what's right underscores everything we do each day. We are committed to business integrity, responsible product sourcing, the safety and wellbeing of workers across the global supply chain and to driving compliance with the letter and the spirit of the laws and regulations that apply to our business. We hold our business partners, suppliers, contractors and vendors (collectively Suppliers) to these same standards.

This Supplier Code of Conduct (Supplier Code) establishes the minimum standards that must be met by Suppliers that sell goods or services to CBB. Suppliers must comply with the standards established in the Supplier Code throughout their operations and ensure compliance throughout their own supply chain by their suppliers, vendors, agents, and subcontractors (Partners).

CBB Supplier Standards

Labor and Human Rights

No Child Labor

- Suppliers must not employ workers younger than the greater of
 - 15 years of age or 14 where allowed by local law and consistent with standards established by the international labor organization core conventions
 - the age for completing compulsory education, or
 - the minimum age established by applicable local law
- Suppliers must comply with all local legal requirements for the work of authorized young workers, including but limited to the laws covering hours of work, wages, and working conditions.
- Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any hazardous labor to be performed by any person under the age of 18. Hazardous labor involves any work, that by its nature or the circumstances in which the work is undertaken, involves substantial risk of harm to the safety or health of the worker or coworkers if adequate protections are not taken.

No Forced Labor

Supplier shall not support or engage in slavery, human trafficking or any form of forced labor in any part of its supply chain. Forced labor refers to situations in which persons are coerced to work through the use of violence or intimidation, or by more subtle means such as accumulated debt, retention of identity papers or threats of denunciation to immigration authorities. All labor must be voluntary and workers must provide free, prior and informed consent.

- Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any:
 - Compelled or involuntary labor
 - bonded labor
 - indentured labor.
- The use of prison or convict labor cannot be forced and must be consistent with the laws where any products supplied are manufactured and the laws where any products supplied are imported.
- Supplier shall not hold or otherwise destroy, conceal, confiscate or deny access by employees to their identity or immigration documents, unless such holdings are required by law.
- Supplier shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly:
 - pay recruitment or other fees or other amounts (monetary or in-kind)
 - incur debt
 - make financial guarantees
 - incur any other financial obligation.
- Supplier shall ensure that workers have the right to freedom of movement without:
 - delay or hindrance
 - the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.
- Supplier shall allow workers to terminate their employment or work arrangement without restriction and without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

Compensation

Supplier must meet or exceed the minimum wage requirements as defined under applicable labor laws, applicable agreements and local regulations for regular work, overtime work, production rates and other elements of compensation and employee benefits.

No Discrimination, Abuse, or Harassment

Suppliers shall treat workers with respect and dignity. Supplier shall not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. Supplier must not condone or tolerate such behavior by its Partners.

Freedom of Association

Suppliers must recognize and respect the rights of workers to exercise lawful rights of free association including joining or not joining any associations. Suppliers must also respect applicable laws regarding workers' rights related to collective bargaining.

Workplace Health and Safety

- Supplier shall provide a secure, safe, healthy, and sanitary working environment in accordance with applicable laws and regulations.
- Supplier shall implement procedures and safeguards to maintain workplace security and to prevent workplace hazards and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries.
- Supplier shall provide workers adequate and appropriate training and personal protective equipment to protect workers against hazards typically encountered in the scope of work.

Environmental Stewardship

- Suppliers are encouraged to understand their environmental impact, related responsibilities and risk, and to study how they may reduce their greenhouse gas emissions and engage in the development of climate-friendly technologies and/or practices.
- Suppliers shall conduct their operations in compliance with all applicable environmental laws, including laws and international treaties relating to waste disposal, emissions, discharges, and hazardous and toxic material handling.
- Suppliers must ensure that any goods sold to CBB (including the inputs and components that incorporated into their goods) comply with all applicable environmental laws and treaties.

Lawful and Ethical Business Practices

- Supplier shall comply with all applicable national and local laws and regulations, including but not limited to the laws and regulations relating to the topics covered in this Supplier Code. Where this Supplier Code requires a higher standard than established by law or regulation, Supplier shall meet the higher standard.
- Supplier shall comply with CBB's Anti-Bribery Policy and all applicable anti-bribery laws including the US Foreign Corrupt Practices Act, the UK Bribery Act, and local laws addressing the bribery of government and/or non-government officials.
- Suppliers must avoid conflicts of interest in their relations with CBB. Business decisions must not be influenced by personal, family or other outside considerations.
- Suppliers must comply with and have appropriate policies governing all import and export controls, sanctions and other trade compliance laws.
- Suppliers must comply with applicable laws promoting free and fair competition including antitrust laws and regulations and truth in advertising requirements.



Confidentiality and Data Protection

- Suppliers must protect CBB's confidential information, including intellectual property and personal information.
- Suppliers shall apply adequate data privacy and security protection to individuals' personal information processed on behalf of CBB and will operate in a manner consistent with applicable data protection laws.

Questions and Concerns

Communications and Reporting

Suppliers must self-report any actual or suspected violations of the Supplier Code. Supplier can also submit questions and comments regarding the Supplier Code via any of the following channels:

- Your CBB Supply Chain representative
- The CBB Ethics and Compliance Office via compliance@cornerstone-bb.com
- The CBB Integrity Helpline via 1-844.637.6756, or online via CornerstoneBuildingBrands.EthicsPoint.com

CBB will review all concerns received and expects Suppliers to cooperate fully to ensure a meaningful and thorough investigation. Suppliers should have their own systems to receive concerns, conduct investigations, and take corrective measures when appropriate.

Good Faith Reporting and Retaliation

Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct. Suppliers must take appropriate measures to prevent retaliation and address confirmed allegations as necessary.

Right to Audit

CBB reserves the right to audit Suppliers' adherence to this Code of Conduct. Audits may be conducted by CBB personnel or by qualified third parties and may include documentation review and/or on-site Supplier visits. CBB expects its Suppliers to also reserve the right for such audits of their Partners.

Termination

CBB may immediately terminate its business relationship with Supplier if Supplier or any of its Partners fail to comply with the Supplier Code.

Indemnification

CBB reserves the right to request indemnification for any costs incurred as a result of Suppliers' non-compliance with this Supplier Code or its non-compliance with any audit request made by CBB.