



**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 Integrity Manual (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.

Anti-Bribery and Anti-Corruption

Whirlpool has zero tolerance for bribery and corruption of any kind and in any form. Whirlpool is bound by international anti-bribery and anti-corruption laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act (“FCPA”) and UK-Bribery Act (“UKBA”). Directly or indirectly offering, authorizing, promising, giving, accepting, soliciting, or receiving anything of value to improperly influence someone or gain an improper or unlawful advantage can be considered a bribe and is prohibited by law. This prohibition extends to government officials, and under some international laws to which Whirlpool is bound applies to commercial relationships. Even the appearance of impropriety should be avoided at all times and under all circumstances. Suppliers must act with utmost integrity, honesty and transparency, and comply with all applicable anti-bribery and anti-corruption laws.

Gifts and Entertainment

Suppliers will not send gifts and/or offer entertainment to Whirlpool. This includes any gift or entertainment that might be associated with or directly linked to local customs, holidays, or religiously significant dates. Whirlpool and its employees will not accept any gifts or entertainment from our Suppliers.

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If any Suppliers aggressively or passively impose gifts or entertainment on Whirlpool employees (even with the best of intentions), this will be reported and could result in immediate loss or termination of business.

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 must meet these requirements and be compliant with the law, codes and policies.

Harassment

Suppliers must treat all workers with respect and dignity. No workers 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 laws 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.

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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.

Suppliers will develop and maintain the necessary supporting documentation and test reports at Supplier’s expense to demonstrate compliance with the law and furnish relevant documentation as required by Whirlpool.

Suppliers will obtain any other certifications or approvals as required by Whirlpool on or before Whirlpool’s agreed time for such project. Suppliers will conduct ongoing compliance testing at Supplier’s expense and will provide Whirlpool with documentation supporting such activities.

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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. Whirlpool may provide Supplier data to its customers, agents or third parties subject to nondisclosure agreements between Whirlpool and such third parties. 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

“Anything of Value” means any item or benefit including, but not limited to, cash, cash equivalents (such as gift cards, gift certificates, credits, rebates, and merchandise discounts), loans, gifts, entertainment, meals, transportation, lodging, per diems, favors, business or employment opportunities.

“Entertainment” means any event or activity, including any hospitality, such as business meals, tickets to sporting events, concerts/theater, golf, and other events or activities. This includes, social events, sporting events, and any other form of entertainment.

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“Gifts” means Anything of Value, as defined above. This includes anything that might be given in connection with a local custom, holiday or religiously significant date, as well as all perishable items such as food, beverages, candy, and flowers.

“Government Official” means (1) an officer or employee of a government or any department, agency, or instrumentality thereof including state-owned or controlled companies (e.g., hospital, radio station, bank); (2) an officer or employee of a public international organization such as the United Nations, World Bank, etc.; (3) a person acting in an official capacity for or on behalf of any such government, department, agency, instrumentality or public international organization; or (4) a political party, political party official or candidate for political office.

Note: A family member of any of the individuals listed in this definition may be considered a “government official” for purposes of this policy, and applicable U.S. and global laws, rules, and regulations.

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.

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- 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:

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

MATERIALS– 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.

Suppliers must promptly provide information regarding the use of these materials, at Supplier’s expense, upon request from Whirlpool.

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 Suppliers must produce documentation tracing the origin of these minerals.

Subcontracting – Subcontractors in the manufacture or assembly of Whirlpool 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.

Termination

Failure to comply with this Code, or a violation of applicable international laws, can result in loss or termination of business upon written notice from Whirlpool.

Whirlpool Integrity Line

Whirlpool maintains a confidential integrity line through an independent third-party. The Whirlpool Integrity Line (www.whirlpoolintegrityline.com) is available in more than 10 languages, online and by phone, 24 hours a day, seven days a week. When contacting the Integrity Line, you may decide whether you want

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to remain anonymous.

In situations where you do not want to use the normal channels of communication, you can call the Whirlpool Integrity Line on a confidential basis. Telephone numbers for the country where you may be located can also be found at www.whirlpoolintegrityline.com.