



Beacon Roofing Supply, Inc.

## **Supplier Code of Conduct**

In accordance with its code of ethics, Beacon Sales Acquisition, Inc. all affiliates & subsidiaries, including Allied Building Products LLC (thereafter “Beacon”) expects that each of its suppliers, their parent companies, subsidiaries, and affiliated entities, as well as anyone who is in contact with Beacon, including their employees, sub-contractors, and other third parties shall comply with the ethical principles of Beacon and ensure that this code of conduct is complied with by all of their employees and sub-contractors.

### **Compliance with international laws and regulations**

Beacon’s suppliers must comply without exception to all applicable national laws and international treaties concerning human rights, social rights, labor rights in accordance with the International Labor Organization, the control of exports, sanctions, in particular international sanctions imposed by the European Union, the United Nations, and the U.S., the control of certain raw materials and all applicable legislation pertaining to environmental protection. In particular, suppliers agree to identify the source and trace the chain of custody, insofar as this is possible, of certain minerals such as tantalum, tin, tungsten, and gold used in the manufacture of products supplied to Beacon. These control measures will be made available to Beacon on request.

### **Child labor and forced labor**

Beacon does not accept any practice on the part of its suppliers that is incompatible with the rights outlined in the Convention on the Rights of the Child (UN resolution of November 20, 1989). The age of admission to employment or the minimum working age may not be lower than the compulsory schooling age under applicable laws (generally 15 years of age, or 14 when permitted by local regulations). Additionally, all young workers must be protected against any work that is potentially dangerous, that could interfere with their education, or that could be harmful to their physical, mental, or social well-being.

Beacon expects its suppliers to forbid any and all forced labor and involuntary prison work. All work, including overtime, must be performed on a voluntary basis, and employees must be free to leave their jobs provided they give reasonable notice.

### **Health and safety in the workplace**

Considering that all employees have the right to a safe and healthy work environment, free of the risk of violations to their personal integrity, Beacon’s suppliers must enforce laws and regulations aimed at

protecting the health and safety of their employees, and to ensure the safety of Beacon personnel at their facilities. Suppliers must put in place and maintain a workplace health and safety policy. In particular, each supplier must track the number of lost time accidents and implement any and all measures aimed at reducing this number.

## **Non-discrimination and harassment prevention**

In accordance with the Universal Declaration of Human Rights and its own ethical principles, Beacon expects its suppliers to offer their employees fair and equal treatment that respects their opportunities for recognition and career advancement irrespective of their origin, gender, beliefs or handicaps. In addition, they do not to tolerate any form of discrimination whatsoever.

Harassment in any form, regardless of intent, whether direct or indirect, physical or verbal, is prohibited. Beacon expects its suppliers to guarantee that all of their employees are able to work in an environment where they are free from the risk of harassment.

## **News and Social Media**

Suppliers may not represent themselves to the media as speaking on behalf of Beacon unless expressly authorized to do so in writing Beacon's General Counsel. Media inquiries must be immediately referred to Beacon's Office of General Counsel. Suppliers also should maintain processes to ensure that the use of social media does not negatively affect Beacon's reputation.

## **Respect for the environment**

Respect for the environment and the preservation of natural resources, in its own operations as well as those of its customers, is a major priority for Beacon. Accordingly, it is up to each supplier to contribute to the efforts and commitments of Beacon by complying with applicable environmental protection regulations. Consequently, Beacon's suppliers must preserve natural resources, structuring their activities so as to avoid or minimize negative environmental impacts endeavoring to continuously improve their products and services with the goal of making them more environmentally friendly.

## **Avoiding conflicts of interest**

Beacon employees are expected to avoid any situation that involves a conflict between their personal interests and the interests of Beacon. Working simultaneously for a customer, supplier, or competitor could constitute a conflict of interest for an employee, as could directly or indirectly holding significant interests in such companies. Beacon expects its suppliers to respect these principles to the letter during their contact with its employees.

## **Preventing corruption**

Beacon employees are prohibited from allocating, offering, or granting unwarranted advantages in any form, directly or through an intermediary, to a private individual or a representative of public policymakers in any country, for the purpose of obtaining favorable treatment or influencing the outcome of a negotiation involving Beacon.

Furthermore, no employee of Beacon may offer or accept any form of payment or remuneration to or from a supplier. Only nominal value gifts, invitations, or benefits given to or received from a supplier

whose sole aim is to strengthen their brand image and maintain good business relationships may be accepted and only if consistent with customary business practices and applicable laws and regulations.

Beacon's suppliers must comply with these principles during their contacts with employees of Beacon as well as with their own sub-contractors.

### **Protecting information**

Beacon requires its suppliers to respect the confidentiality and non-disclosure agreements in effect, and to properly protect and refrain from disclosing any strategic, financial, technical, or commercial data or documents communicated by Beacon and not in the public domain. Likewise, any nominative, professional or private information pertaining to individuals must be protected by all necessary precautions to prevent alteration or disclosure. The obligation of confidentiality also applies to information provided in confidence by the partners and customers of Beacon. This obligation of confidentiality remains in effect even in the event that business relations between the supplier and Beacon are terminated.

Suppliers may not make their involvement with Beacon public or use the brand Beacon without the prior written consent of Beacon. If consent is given, suppliers must comply with all related instructions and directions.

### **Protecting assets and resources**

Beacon suppliers are responsible for protecting the assets and resources provided to them by Beacon, such as installations, equipment, and financial resources or cash. These assets and resources must be used in accordance with their business purpose and within the framework, established by Beacon. They may not be used for other purposes without the prior consent of Beacon. It is up to each supplier to protect the assets and resources of Beacon against any and all deterioration, fraud, loss, or theft.

More specifically, Beacon requires each of its suppliers to respect all national laws and international treaties in force pertaining to intellectual property and to respect the intellectual property rights of Beacon and third parties.

### **Compliance with competition law**

Beacon requires all of its suppliers to adhere strictly to the fair trade/competition laws applicable in the countries in which they operate. As a general rule, these laws forbid understandings or maneuvers that could limit or distort competition or trade. In particular, price-fixing agreements, the manipulation of tender processes, collusion with respect to markets, territories or clients between competitors, as well as the boycotting or unequal treatment of certain clients or suppliers without valid cause. The exchange or disclosure of sensitive business information concerning competitors, clients, or suppliers is forbidden.

**Access to information Verification**

During tender, qualification, or performance evaluation procedures, Beacon reserves the right to verify compliance with the rules set forth in this code of conduct with each supplier in any form it chooses: a questionnaire or an audit by Beacon or a third party. Beacon expects its suppliers to provide complete and accurate information, including access to their documentation, notably financial documentation. In addition, Beacon expects its suppliers to disclose any restrictions that may be imposed on the export or re-export of their supplies of products or services.

Beacon reserves the right to terminate any business relationship with any Supplier that does not comply with this Code.