

Supplier Code of Conduct

1. Operating Principles

Braeside Mills Operations Pty Ltd trading as Armstrong Flooring and its subsidiaries including Armstrong Flooring New Limited (Armstrong Flooring, we) are committed to the following operating principles -

- Excellence and exceeding community expectations in every aspect of our business
- Compliance with the law in all our business activities
- Integrity, high moral and ethical standards and responsible conduct to reflect honesty, reliability and forthrightness in all relationships
- Respect for the dignity and inherent rights of all individuals
- Respect for the environment and its protection
- Doing what is right and deterring wrongdoing

We strive to build ethical relationships with our suppliers; relationships that will be beneficial to all parties involved and expect these same commitments to be shared by all of our suppliers, agents, other third parties (and any subsidiaries or affiliates of such persons) with whom we do business and all their suppliers (**Suppliers**).

We are committed to operating our business in a manner that places people, the environment, and integrity at the forefront, and we encourage and expect these same standards to be practiced by all parties with whom we conduct business and in this spirit, we have established this Supplier Code of Conduct (**Code**) to define the key expectations and standards we have regarding the conduct and operations of our suppliers. Suppliers expected to communicate and enforce the Code throughout their organisation and across their supply chain, including their own suppliers and subcontractors.

All Suppliers are expected to meet the standards set out in the Code in respect to the supply of all goods and services as well as materials included in such goods as set out in our Terms and Conditions of Purchase.

2. Expectations and Standards

2.1 Compliance with Laws

Suppliers must comply with applicable governmental, local and municipal laws, rules and regulations (**Laws**). This includes, but is not limited to, applicable Laws relating to environmental protection, anti-corruption, anti-competition, international trade laws, fair competition, fair trade practices, employment and labour practices, and occupational health and safety.

Without limiting the foregoing, Suppliers must conduct business in full compliance with all applicable anti-corruption and anti-money laundering Laws and prohibit any and all forms of bribery, corruption and extortion. No Supplier shall directly or indirectly promise, authorise, offer or pay anything of value to any government official or other party to maintain or promote any business interests.

2.2 Environmental Practices

Armstrong Flooring is committed to the goal of sustainability and eliminating its negative impact on the environment. To that end, Armstrong Flooring seeks relationships with Suppliers that have a formal environmental management policy and are committed to continuous improvement of environmental performance and maintain environmentally responsible policies and practices..

Suppliers are expected to comply with environmental Laws applicable to their operations and our applicable environmental initiatives. Suppliers will ensure safe handling and disposal of any hazardous and toxic substances and properly manage all waste and air borne emissions in accordance with applicable Laws. Suppliers must maintain sufficient knowledge of input materials and components to ensure they were obtained from permissible sources, in compliance with

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applicable laws, rules and regulations including without limitation compliance with all laws regarding the harvest of timber and will not supply timber derived from illegal sources.

Suppliers are encouraged to set goals to reduce the environmental impacts of their operations, goods and services, including reduction or elimination of all forms of waste and use of environmentally preferable input materials and components. Suppliers are also encouraged to provide product Life Cycle Assessments and sufficient ingredient disclosure to support Armstrong Flooring transparency initiatives, where appropriate.

2.3 Sources of Products

We are committed to responsibly sourcing finished goods and raw materials for our manufacturing processes.

Suppliers are expected to comply with all international trade Laws and not supply any products or utilise any raw materials or other products sourced directly or indirectly from a country from which imports are restricted or prohibited by the Australian or New Zealand Government from time to time. All products and raw materials acquired by Suppliers must be acquired in full compliance with all applicable Laws, including without limitation the applicable Laws of the country of harvest, mining and/or manufacture, the country of destination and any country of transit.

In addition, we seek Suppliers only supply products and raw materials which are “conflict free”. On this basis, we expect Suppliers ensure any gold, tin, tungsten or tantalum in products they manufacture has not directly or indirectly benefit groups involved in armed conflicts in or near the Democratic Republic of Congo.

2.4 Occupational Health and Safety

Suppliers must provide their employees with a safe and healthy working environment in compliance with all applicable laws and regulations. Suppliers are expected to provide appropriate occupational health and safety training for employees and maintain appropriate health and safety measures that are designed to prevent work-related employee injury or illness. Suppliers will identify and plan for potential emergencies and provide guidance to employees on emergency response procedures.

2.5 Employment and Labour Standards

All employees must be treated with dignity and respect. Suppliers are expected to provide a fair and ethical workplace which upholds high standards of human rights and integrates appropriate labour and human rights policies into its business activities including without limitation:

- 2.5.1 **Non-Discrimination** - Suppliers must not discriminate in their hiring and employment practices and comply with all Laws prohibiting discrimination. All employees shall have equal access to employment, and not be subject to discrimination in discipline or termination, regardless of race, sex, gender identity, religion, nationality, marital status, membership in or sympathy with worker organisations, political affiliation or belief or any other personal characteristics or status.
- 2.5.2 **Child Labour** - Suppliers shall not directly, or indirectly through a third party, employ child labour (being a person younger than the minimum age for employment allowed by local Law).
- 2.5.3 **Forced Labour** - Suppliers will not use any forced or involuntary labour (whether in the form of involuntary prison labour, slave labour, bonded labour, trafficked labour or otherwise). Suppliers and their agents are prohibiting from requiring employees to lodge deposits, withholding employee identity or immigration documents (eg. passports, work permits). Employees must be free to terminate their employment at any time on reasonable notice without penalty or fear of threats. Suppliers will not engage in human trafficking or modern slavery practices of any kind.

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- 2.5.4 **Freedom of Association** - Suppliers will respect their employees' lawful right to freedom of association and rights under applicable law to bargain collectively or engage in any lawful industrial activity without interference, discrimination, retaliation or harassment.
- 2.5.5 **Harassment** - Suppliers will provide a work environment that is free from workplace bullying, victimisation and verbal, physical, sexual or psychological harassment and/or abuse, or threats thereof, against employees, their families or close associates.
- 2.5.6 **Work Hours and Compensation** – Suppliers must comply with all applicable Law in respect to wages, working hours, workers compensation insurance and wage deductions. Wage deductions should not be utilised as a disciplinary measure. Remuneration should be provided for all overtime hours worked. Except in emergency or unusual situations, work hours should be reasonable reflecting legal and local norms. Suppliers must provide at least one day rest in every 7 day period as well as leave and holidays as required by Law.
- 2.5.7 **Contracts of Employment** – As part of the hiring process, written agreements should be provided to employees describing the employee's terms of employment in a language they understand. Supplemental agreements and/or replacement of the original contract or any of its provisions with less favourable provisions is strictly prohibited.
- 2.5.8 **Freedom of Movement** – Suppliers shall not unreasonably restricted employees' freedom to move into or out of or at the workplace or related premises, such as employer/recruiter operated residences.
- 2.5.9 **Recruitment** - Suppliers should take reasonable precautions to ensure employees are not required to pay recruitment fees or other fees for their employment, either directly or through third parties.
- 2.5.10 **Grievance Mechanism** - An effective grievance procedure shall be established to allow employees to raise and address workplace grievances without fear of reprisal or harassment. Suppliers must promptly respond to employees' concerns.

2.6 Conflicts of Interest

Suppliers must ensure all their business activities are undertaken with impartiality. Suppliers must avoid any financial, business or other relationships which may compromise their relationship with Armstrong Flooring. Any conflict of interests or potential conflict of interests that cannot be avoided must be disclosed and managed appropriately.

Our employees are expected to conduct themselves with the highest standard of integrity and perform their duties without favouritism, bias or personal gain. As such Suppliers must not to offer to any of our employees, either directly or indirectly, any form of gifts or benefits, offers of hospitality (other than token courtesy offers in the normal course of business) or any other action to entice or obtain any unfair or improper advantage.

2.7 Subcontractors and Upstream Suppliers

Suppliers are expected to make reasonable efforts to hold their subcontractors and upstream suppliers accountable to this Code. Suppliers should be documenting their supply chains to make it easier for Armstrong Flooring to trace their business relations for due diligence purposes.

3. Monitoring and Compliance

Armstrong Flooring may engage in monitoring activities to assess whether a Supplier was or is adhering to this Code. Such activities may include, but not be limited to, supplier audits (e.g., proof of compliance documents); inspections of the Supplier's facilities (may include unannounced visits), worker interviews, key processes, and its supply chain; requests for information; use of questionnaires; review of publicly available information; or other measures that Armstrong Flooring determines are reasonable to assess the Supplier's conformance with this Code. Any

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nonconformance with this Code may jeopardize the Supplier's business relationship with Armstrong Flooring, up to and including termination of the supply relationship.

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Version History:

Version	Revision Description	Written by	Approved by	Date
3	Inclusion of Armstrong Flooring NZ	SR-D	SR-D	1/12/2023