



CODE OF CONDUCT FOR SUPPLIERS

WHIRLPOOL CORPORATION

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TABLE OF CONTENTS

1 Our Culture and Values

2 A Message from Our Sr. Vice President

3 How to Use Our Code of Conduct

- Why We Have Standards
- Who is Covered by Our Standards
- When to Speak Up
- How to Report

4 Operating the Right Way

- Business Ethics
- Labor Management
- Health and Safety
- Environment
- Governance and Compliance
- Glossary

5 Where to Find Help



Our Culture and Values

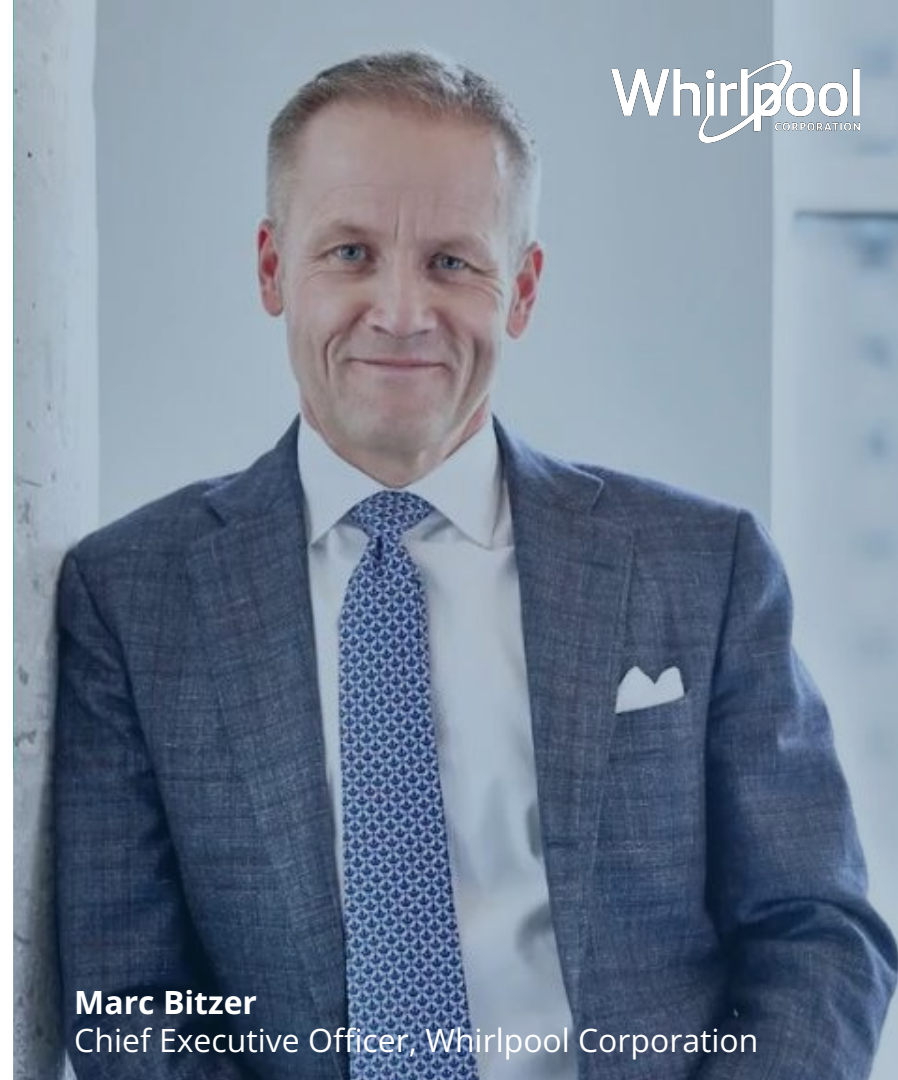
What attracted me to Whirlpool Corporation was the company's commitment to winning with integrity. Perhaps that is why I am so passionately stubborn about our values. They are our guiding principles in a changing world.

Our values guide our actions to win with integrity and make the right decisions. We feel so strongly about this, we will walk away from business rather than violate the law or compromise our values.

*All companies strive to succeed. What makes me proud is our commitment to win the right way — **The Whirlpool Way - where there is no right way to do a wrong thing.** We might not be remembered for WHAT we achieved, but I am certain we will be remembered for HOW we achieved it. Success without integrity is failure.*

*As I see it, compliance at its most basic level means following the law. At Whirlpool, though, our values set higher standards to earn the trust of our consumers, colleagues, stakeholders, and the communities where we operate. This defines who we are. We have developed this Integrity Manual to help you follow **The Whirlpool Way.***

*Thank you for your continued commitment to winning **The Whirlpool Way - where there is no right way to do a wrong thing.** You can read more about it in our [Integrity Manual](#)*



Whirlpool
CORPORATION

Marc Bitzer
Chief Executive Officer, Whirlpool Corporation

A Message from our Sr. Vice President

We hold ourselves to high standards, and we expect our Suppliers and third parties acting on behalf of Whirlpool to do business the right way as well.

Our Suppliers are key to our success and to maintaining the high standards and reputation of our brands. We require our Suppliers not only to be technically qualified, but also to commit to our ethical standards and business practices.

Our Supplier Code of Conduct outlines the standards required to conduct business with Whirlpool Corporation.

So, as you read our Standards for Suppliers, we'd ask that you do so with the goal of ensuring you thoroughly understand the compliance aspects.

Beyond that, however, we hope that you will embrace the spirit in which these Standards were developed, and model the values that stand behind them.

Thank you for all you do for Whirlpool, and for our customers every day.



Alessandro Lombardi
Sr. Vice President - Global Strategic Sourcing
Whirlpool Corporation

HOW TO USE OUR CODE OF CONDUCT



HOW TO USE OUR CODE OF CONDUCT



What is the Purpose of our Code of Conduct?

The Whirlpool Corporation Supplier Code of Conduct (“Code” or “Code of Conduct”) 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).

Who is Covered by Our Code of Conduct?

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.

HOW TO USE OUR CODE OF CONDUCT



When to Speak Up?

If you don't know the right thing to do, ask for help. While Whirlpool cannot provide you with legal advice, we can help you understand our expectations.

If you see or hear about something suspicious, report it right away. This includes any potential violation of the Code and instances where a Whirlpool employee might be acting contrary to our values. Looking the other way or letting someone else take the lead may seem easier, but unethical or unlawful behavior affects us all and erodes trust.

How to Report?

Q I am a Supplier to Whirlpool, and I witnessed a situation that goes against this Code of Conduct and Whirlpool's values. What should I do?

A Share this with any member of Whirlpool management or use any of the Integrity Channels, including Whirlpool's Integrity Line at www.whirlpoolintegrityline.com

OPERATING THE RIGHT WAY



OPERATING THE RIGHT WAY



BUSINESS ETHICS



HOW TO OPERATE IN AN ETHICAL MANNER



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. The Code prohibits commercial bribery in all instances and for all third parties affiliated with Whirlpool.

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.

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.

Avoid Conflicts of Interest

Suppliers will avoid any interaction with a Whirlpool employee that may conflict, or appear to conflict, with that employee acting in the best interests of Whirlpool.

This includes offering payments or employment opportunities to Whirlpool employees.

HOW TO OPERATE IN AN ETHICAL MANNER



Fair Competition

Suppliers will comply with all applicable laws regarding fair competition and antitrust.

Protect Information

Suppliers will protect Whirlpool's confidential information, including personal information, and act to prevent its misuse, theft, fraud, or improper disclosure and will comply with all applicable data privacy laws.

Suppliers must take all due care in handling, discussing or transmitting sensitive or confidential information that could affect Whirlpool, its employees, its customers, the business community or the general public.

Accurate Accounting and Business Records, Money Laundering and Insider Trading

Suppliers will keep - and provide to Whirlpool upon request - accurate records of all matters related to the Supplier's business with Whirlpool, and shall not engage in any form of money laundering and shall never knowingly accept funds acquired through illicit means.

No confidential information in the Supplier's possession regarding Whirlpool shall be used to engage in or support insider trading.

LABOR MANAGEMENT



HOW TO MANAGE LABOR



Underage/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, modern slavery, prison labor, child labor, 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.

Whirlpool Corporation recognizes forced labor as outlined in the [International Labor Organization's](#) published "indicators of forced labour."

Supplier shall not withhold workers' original government-issued identification or travel documents. Whirlpool recognizes that there may be valid reasons for Supplier to temporarily hold or access such documentation, and in such circumstances, the intention is for workers to consent to such access and have knowledge of the location of the workers' identification documentation and access to it on demand. Workers shall not be required to pay employers', agents' or sub-agents' illegal or excessive recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker by Supplier, regardless of whether Supplier itself collected the recruitment fees to be reimbursed. Supplier must also ensure that workers are freely engaging in employment tasks with no deception or unreasonable changes to terms of employment or unreasonable restrictions on workers' ability to terminate their employment.

Our Suppliers must meet these requirements, and be compliant with the relevant local, federal, or international law, codes, and policies.

HOW TO MANAGE LABOR



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 or permitted 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.

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.

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.

HOW TO MANAGE LABOR



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.

Foreign Migrant Workers

A Foreign Migrant Worker is a person who either migrates within their country of origin (internal migration) or outside it (crossing an international border) to pursue employment.

Foreign migrant workers must receive the employment agreement prior to the worker departing from his or her country of origin and there shall be no substitution or change(s) allowed in the employment agreement upon arrival in the receiving country unless these changes are made to meet local law and provide equal or better terms.

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.

HEALTH AND SAFETY



HOW TO HAVE A HEALTHY & SAFE WORKPLACE



Healthy & Safe Working Environment

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 all work premises and any residential facilities a Supplier provides to its workers.

Suppliers shall identify, evaluate, and manage occupational health and safety hazards through a prioritized process of hazard elimination, substitution, engineering controls, administrative controls, and/or personal protective equipment.

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 (but not limited to):

- Fire and Life Safety
- Machine Guards
- Personal Protective Equipment
- Lighting, Temperature and Ventilation
- Toilet and Hygiene Facilities
- Elevated Work
- Cranes & Lifting Equipment
- Lockout/Tagout
- Confined Space Entry
- Electrical Safety
- Powered Industrial Vehicles
- Driver Safety
- Machinery Safety
- Chemicals & Hazardous Substances
- Hot Work, Welding & Cutting

Emergency and Incident Management

Suppliers shall identify and assess potential emergency situations. For each situation, the Supplier shall develop and implement emergency plans and response procedures that will minimize harm to life, environment, and property.

Suppliers shall have a system for workers to report health and safety incidents and near-misses, as well as a system to investigate, track, and manage such reports. Suppliers shall implement corrective action plans to mitigate risks, provide necessary medical treatment, and facilitate workers' return to work.

Working and Living Conditions

Suppliers shall provide workers with reasonably accessible and clean toilet facilities, as well as potable water.

Supplier-provided dining, food preparation, and storage facilities shall be sanitary. Worker dormitories provided by Supplier or a third-party shall be clean, safe, and provide reasonable living space.

ENVIRONMENT



HOW TO PRESERVE THE ENVIRONMENT



Environmental Compliance

Suppliers must comply with all applicable environmental laws as they relate to the workplace, the products produced, and the methods of manufacture.

Suppliers will develop and maintain the necessary supporting documentation at Supplier's expense to demonstrate compliance with the law and any other environmental reporting requests and initiatives as they are set forth by Whirlpool. All such relevant documentation to be furnished by Supplier as required by Whirlpool to specified systems.

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

Restricted and Regulated Materials

Banned & Restricted materials/chemicals are those that are considered harmful to the environment and/or are regulated by governmental agencies. Whirlpool Materials Compliance Specification, GES0084, known as Restricted Materials List ("RML") identifies those materials and chemicals whose use is banned, restricted, or requires disclosure by government regulations or due to health or environmental concerns.

The use of banned materials & chemicals is prohibited in all items supplied to Whirlpool by Suppliers or by anyone in the Supplier's supply chain. While for restricted materials, usage should be limited, unless exempted for specific applications noted in reference legislation.

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.

HOW TO PRESERVE THE ENVIRONMENT



Air Management

Suppliers should comply with all applicable laws and regulations associated with air emission sources, ozone depleting substances and greenhouse gas emissions, as well as have and comply with all required permits. In order to maintain compliance, procedures should be put in place for monitoring, sampling, recordkeeping and/or reporting requirements.

Whirlpool also expects Suppliers to identify emissions reduction opportunities and implement to the extent possible.

Water Management

Suppliers should comply with all applicable laws and regulations associated with wastewater discharge, water conservation, stormwater pollution prevention and drinking water management, as well as have and comply with all required permits.

In order to maintain compliance, procedures should be put in place for monitoring, sampling, recordkeeping and/or reporting requirements. All associated equipment should be maintained in good operating condition.

Whirlpool also expects Suppliers to have practices in place to minimize water consumption and wastewater discharge, to the extent possible, specially in cases of water stressed areas.

Chemical Management

Suppliers should comply with all applicable laws and regulations associated with chemical storage, handling, import and export. Suppliers must also ensure the required reporting to city, state, provincial, and federal agencies. In order to maintain compliance, procedures should be put in place for inspection, recordkeeping and/or reporting requirements.

Whirlpool also expects Suppliers to identify chemical hazards and manage them properly, including having practices for preventing and responding to spills and releases.

Waste Management

Suppliers should comply with all applicable laws and regulations associated with waste generation, transportation and final destination. In order to maintain compliance, procedures should be put in place for inspection, sampling, recordkeeping and/or reporting requirements.

Suppliers should ensure all waste generated in their own facilities is properly managed and disposed of.

Whirlpool also expects Suppliers to identify waste hazards and implement reduction opportunities, to the extent possible.

GOVERNANCE AND COMPLIANCE



HOW TO GOVERN AND ENSURE COMPLIANCE



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.

International Purchases

Whirlpool is committed to complying with all applicable customs, trade, and export laws and regulations.

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 applicable 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. These laws and regulations may apply extraterritorially. Suppliers should consult their own legal counsel if unsure about the applicability export controls and/or sanctions to a particular transaction.

Subcontracting

Suppliers must not use subcontractors to manufacture Whirlpool products or product components that contain Whirlpool's trademarks or trade names, 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 in place and comply with ethical and business practices that are similar to this Code.

Communication

Suppliers should communicate, through their existing ethical operating standards/practices or through this Code, so that their workers, supervisors and permitted subcontractors, and their suppliers are aware of the expectations /requirements detailed in this Code.

Management

Suppliers shall implement or maintain management systems that facilitate compliance with this Code and the law, identify and mitigate related operational risks, and facilitate continuous improvement. Suppliers shall furnish relevant documentation as required by Whirlpool to specified systems.

HOW WILL WHIRLPOOL GOVERN THE CODE



Code Audits and Supplier Requirements

Whirlpool will take affirmative measures, such as announced and unannounced inspections of production facilities, to ensure compliance with this Code. Supplier must submit to periodic audits at Whirlpool's request and is expected to pay the audit company directly for the audit, as soon as the Supplier receives the audit company's invoice. Payment for Code of Conduct inspections is a cost of doing business with Whirlpool, and is the sole financial responsibility of the Supplier.

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.

Monitoring and Compliance

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, measureable and linked to applicable local laws. However, in certain areas there are terms that may benefit from further explanation.

The Code is posted on Whirlpool's Global Supplier Portal at <https://www.whirlpoolcorp.com/supplier-code-of-conduct/> and may be modified by Whirlpool from time to time. Supplier should access the Code at least annually to ensure it has the current version.

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>

HOW WILL WHIRLPOOL GOVERN THE CODE



Application of the Code

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.

Whirlpool conducts ongoing assessment efforts to ensure compliance with this Code, including our Third Party Due Diligence screening program. Supplier cooperation with such Whirlpool screening programs and with the Code auditing process is an expectation for all entities engaged for Whirlpool business.

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.

DEFINITION OF KEY TERMS

Definition 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.

“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 shall include, but may not be limited to, mother, father, step-mother, step-father, sibling(s), grandparent(s), aunt(s), uncle(s), cousin(s), spouse, domestic partner, legal guardian, legal ward, or close relation as defined or accepted pursuant to cultural, religious, or customary practices

Definition of Key Terms



“Hours of Work – 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” 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.
- 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.

Definition of Key Terms



“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.

“Integrity Channels” This refers to the multiple ways (e.g., Manager, Human Resources, Internal Audit, Whirlpool contact, Legal, Ethics and Compliance, GSS representative) by which a person (e.g., employee, Supplier, stakeholder, external party) can raise a question, concern, and/or issue with Whirlpool and seek a resolution.

WHERE TO FIND HELP

WHERE TO FIND HELP



For any matters reporting to violation of this code of conduct, 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 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



BENTON HARBOR, MICHIGAN

PERO (MILAN), ITALY

HONG KONG, CHINA

SÃO PAULO, BRAZIL



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