



# Compliance Lowe's Vendor Code of Conduct

This Vendor Code of Conduct ("Code") applies to all vendors who provide goods and services ("Vendors") to Lowe's Companies, Inc., or to any of its subsidiaries and affiliates ("Lowe's"). Vendors must be committed to the highest standards of ethical conduct in their business practices. This Code sets forth the basic requirements that all Vendors must comply with in order to do business with Lowe's. If Lowe's believes that any Vendor has violated this Code, Lowe's has the right to terminate its business relationship with the Vendor and to proceed to secure any and all rights or remedies available. Lowe's reserves the right to make reasonable changes to the Code's requirements, and the latest version of the Code can be found on Lowe's websites and vendor portals.

## A. Business Integrity and Ethics

**1. Compliance with Laws and Lowe's Policies:** Vendors must fully comply with all applicable laws, regulations, and with Lowe's policies published on its vendor portals, including but not limited to, the Human Rights Policy, Safer Chemicals Policy, Conflict Minerals Policy, and Wood Sourcing Policy. To the extent that Lowe's policies impose a higher standard than what is required by any applicable law or regulation, Lowe's policies shall prevail.

**2. Conflicts-of-Interest:** Vendors shall not engage in any activity which could create either the appearance of, or an actual conflict-of-interest, between the personal interests of Lowe's associates or their immediate family members and Lowe's interests.

**3. Gifts and Benefits:** Lowe's prohibits Vendors from giving gifts or entertainment exceeding nominal value to Lowe's associates or their immediate family members. The following types of gifts and entertainment may never be offered, regardless of value: cash or cash equivalents (i.e. gift cards); gifts that are or could be illegal; gifts or entertainment (including meals, transportation and travel accommodations) offered in connection with an inspection, audit, or during a bidding process involving the Vendor, or anything offered to an agent or consultant working on behalf of Lowe's in connection with an inspection, audit, or bidding process involving the Vendor. This policy remains in effect during traditional gift-giving seasons.

**4. Former Lowe's Associates:** For a period of one year following separation, Lowe's will not conduct business with a former Lowe's employee operating on Vendor's behalf if the business relates to an area in which the former employee worked or had influence while employed by Lowe's.

**5. Sourcing:** Lowe's encourages all Vendors supplying goods and services to Lowe's U.S. and Canada stores or facilities, to share Lowe's commitment, where possible, to utilizing small, woman, minority, veteran, disability, and/or LGBTQ-owned businesses for subcontracting opportunities in connection with Lowe's contracts. For information regarding this requirement, Vendors supplying or seeking to supply goods and services to U.S. stores or facilities should consult Lowe's Supplier Diversity Program.

**6. Conflict Minerals:** Vendors shall avoid using columbite-tantalite (tantalum), cassiterite (tin), wolframite (tungsten) or gold, determined by the Secretary of State to be financing conflict in the Democratic Republic of the Congo or an adjoining country ("Conflict Minerals") in any products that are sold to Lowe's. To comply with this obligation, Vendors shall conduct due diligence, maintain records, and provide Lowe's with verification of the source of the materials used in any products, as well as any additional relevant information at Lowe's request.

**7. Anti-Corruption:** Vendors must not tolerate, permit, sanction, or engage in bribery, corruption or unethical practices whether in dealings with public officials, or individuals in the private sector. Vendors

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must comply with all applicable anti-corruption laws and regulations, including the United States Foreign Corrupt Practices Act ("FCPA"), in connection with the provision of any goods or services to Lowe's.

**8. Subcontracting:** In the event that Vendors are permitted to use subcontractors in accordance with the terms of any agreement with Lowe's, Vendors shall ensure that any such subcontractors comply with the Code in connection with providing goods or services to Lowe's. Vendors shall not retain any subcontractor that fails to comply with the Code.

**9. Confidential Information:** Vendors are expected to respect and protect Lowe's intellectual property rights, and to maintain the confidentiality and security of any information entrusted to them by Lowe's or its customers, unless otherwise expressly permitted by the terms of any agreement with Lowe's.

**10. Information Privacy and Security:** Vendors must protect information security with proper technical, physical, and administrative measures. Vendors are expected to respect and protect the information privacy of individuals whose personal information is entrusted to them, directly or indirectly, by these individuals or by Lowe's. Vendors may only use, retain, and disclose entrusted information for the purpose of conducting business with Lowe's or as otherwise permitted by Lowe's. Vendors must comply with all applicable privacy and data security laws.

**11. Fair Dealing:** Vendors must not manipulate, conceal, or misrepresent facts, misuse information, or otherwise act illegally, unfairly, dishonestly, or unethically.

**12. Fair Competition:** Vendors must adhere to any applicable fair competition laws prohibiting activities that restrain trade and create anticompetitive markets.

### B. Labor, Health and Safety

**1. Forced Labor:** Vendors shall not use any form of forced, bonded, indentured, compulsory or exploitative prison, trafficked, or slave labor, as defined in the International Labor Organization ("ILO") Forced Labour Convention (No. 29) and Abolition of Forced Labour Convention (No. 105). This includes a prohibition against the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion. All work must be voluntary, and workers shall be free to leave work or to terminate their employment. Vendors must not require workers to surrender any government-issued identification, passport, or work permit as a condition of employment. To the extent Vendors rely on recruiting agencies to hire workers, such agencies must effectively employ policies that prevent forced, bonded, indentured, compulsory or exploitative prison, trafficked, or slave labor.

**2. Child Labor:** Child labor is strictly prohibited. Vendors shall hire workers who meet at least the legally specified minimum age for employment, or the minimum age for completing compulsory education in the country where any product is manufactured or where any service is rendered, whichever is higher. No worker may be hired under the age of fifteen (15). Vendor must comply with all age-related working restrictions as set by local law and adhere to international standards as defined in the Minimum Age Convention (No. 138) and Worst Forms of Child Labour Convention (No. 182).

**3. Working Hours:** Working hours are not to exceed the maximum set by local law. Further, Vendors shall limit workers' working hours to sixty (60) per week, including overtime, except for emergencies or extraordinary circumstances. The sixty (60) hours per week limitation does not apply to employees specifically exempted from the United States Fair Labor Standards Act of 1938, as amended. Workers shall be allowed at least one (1) day off every seven (7) days.

**4. Employment Practices:** Vendors must have hiring practices that accurately verify a worker's legitimate eligibility to work.

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5. **Compensation:** Vendors shall pay all workers at least the minimum wage and benefits required by any applicable laws and regulations. Workers shall also be compensated for overtime hours at the rate required by any applicable laws and regulations.
6. **Freedom of Association:** Vendors must respect the rights of all employees to lawfully associate, or not to associate, with groups of their choosing, as long as such groups are permitted by law. Vendors should not unlawfully interfere with, obstruct, or prevent lawful employee associations and any related activities, including collective bargaining activities.
7. **Non-Discrimination:** Vendors shall follow all applicable laws and regulations and shall prohibit discrimination or harassment on the basis of sex, race, color, religion, national origin, age, disability, marital status, gender identity, gender expression, or sexual orientation. All Vendors are expected to maintain a working environment free from discrimination or harassment.
8. **Diversity and Inclusion:** Lowe's expects Vendors to foster a culture and working environment that value and respect worker diversity and inclusivity.
9. **Fair Treatment:** Vendors are expected to maintain a working environment free from harassment and abuse. No form of physical, sexual, psychological or verbal abuse or harassment shall be tolerated.
10. **Health and Safety:** Vendors shall provide all workers with a safe work environment, appropriate personal protective equipment, workplace health and safety information, and relevant health and safety training.
11. **Working Conditions:** Vendors shall provide all workers with access to clean toilets and potable water. Vendors shall also provide workers with access to sanitary food preparation, storage, and dining areas. If Vendors provide worker dormitories or other housing, these locations must be clean and safe while allowing entry and exit privileges for those housed.

### C. Environmental Standards

1. **Environmental Permits:** Vendors shall obtain and comply with all required environmental permits, including any regular reporting obligations.
2. **Water Management:** Vendors shall implement a thorough water management process that identifies and monitors water sources, uses, and conservation opportunities. Vendors shall also monitor and control wastewater and discharge.
3. **Waste Management:** Vendors shall implement a thorough waste management process that identifies, monitors, and reduces sources of solid waste while prioritizing recycling where possible.
4. **Energy Efficiency:** Vendors shall monitor energy consumption and should look to maximize energy efficiency while reducing consumption and greenhouse gas emissions wherever possible.
5. **Emissions Management:** Vendors shall implement a thorough process to monitor, control, and treat hazardous air emissions.
6. **Hazardous Chemicals:** Vendors shall implement a thorough process to identify, label, and manage hazardous chemicals in order to ensure their safe storage, use, and disposal.
7. **Restricted Materials:** Vendors shall implement a thorough process to comply with all applicable laws, regulations, and Lowe's requirements in order to restrict or prohibit the use of specific materials in the manufacture, labelling, or packaging of any products.

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## D. Monitoring, Enforcement & Management Systems

**1. Monitoring and Enforcement:** Lowe's, whether acting by itself or through a third party, will take affirmative measures such as inspections and audits to ensure compliance with this Code. Vendors must maintain all documentation to demonstrate compliance with this Code and shall make such documentation available to Lowe's or Lowe's authorized third-party agent upon request.

**2. Management Systems:** Vendors shall implement management systems that facilitate compliance with this Code and any applicable laws and regulations, that identify and mitigate risks relating to this Code, and that facilitate continuous improvement. If a Vendor finds that either it or its subcontractors are noncompliant with this Code, the Vendor must inform Lowe's immediately or as soon as practicable and remedy any such noncompliance in a timely and sensitive manner.

**3. Whistleblower Protection and Non-Retaliation:** Vendors shall create programs to ensure the protection of worker whistleblower confidentiality, and to prohibit retaliation against workers who participate in such programs in good faith, or who refuse an order that violates the Code. Vendors shall provide an anonymous complaint mechanism for workers to report any workplace grievances or Code violations in accordance with any applicable laws and regulations.

Violations of this Code can be reported confidentially and in a local language. Please contact Lowe's through one of the following channels:

- Via the internet: [www.ethicspoint.com](http://www.ethicspoint.com)
- Via e-mail: [compliance@lowes.com](mailto:compliance@lowes.com)
- Via telephone: 800-784-9592 for the U.S. and Canada; 10-800-120-1239 for Southern China; 10-800-712-1239 for Northern China; 800-964214 for Hong Kong; 001-8008407907 or 001-866-737-6850 for Mexico; 00801-13-7956 for Taiwan; 1-800-80-8641 for Malaysia; 001-803-011-3570 or 007-803-011-0160 for Indonesia; 120-11067 for Vietnam; 001-800-12-0665204 for Thailand; 000-800-100-1071 or 000-800-001-6112 for India; 01800-9-155860 for Colombia; 0800-8911667 for Brazil or 503-619-1883 for use internationally.