



MOHAWK®

OCEANIA

Supplier Code of Conduct

The Australian and New Zealand subsidiaries of Mohawk Industries, Inc (including Premium Floors Australia Pty Ltd, Godfrey Hirst Australia Pty Ltd, Floorscape Limited, Godfrey Hirst NZ Limited and Canterbury Spinners Limited) (“we” and “us”) are committed to:

- A standard of excellence in every aspect of our business and in every corner of the world.
- Ethical and responsible conduct in all of our operations.
- Respect for the rights of all individuals.
- Respect for the environment.

We expect these same commitments to be shared by all of our suppliers, agents, other third parties with whom we do business and all their suppliers (“Suppliers”). It is our fundamental expectation that all Suppliers meet the following standards. These standards are a condition for doing business with us, and by furnishing products, goods, articles or services, as well as the issuance of invoices for the same, Supplier is certifying its compliance with this Code of Conduct with respect to products, goods, articles or services referenced in supplier’s invoices, as well as the materials included in such products. If a Supplier does not comply with the provisions of this Code of Conduct and our other policies and procedures, we may terminate Supplier’s relationship with us. In addition, there could also be criminal penalties and civil liabilities for violating the standards outlined in this Code of Conduct.

Associations

Suppliers will respect the right of employees to associate, organize and bargain collectively in a lawful and peaceful manner, without penalty or interference.

Bribes, Illegal Payments, and Illegal Solicitations

Corruption, extortion and embezzlement in any form is strictly prohibited. Suppliers will not bribe government officials or others in violation of the U.S. Foreign Corrupt Practices Act (FCPA), the UK Bribery Act, the Australian Commonwealth Criminal Code Act, Crimes Act (Victoria) and anti-bribery legislation of all other Australian States, the New Zealand Crimes Act and Secret Commissions Act or the laws of any country in which Supplier does business. Suppliers will not corruptly offer, pay, authorize, or promise to pay money or provide anything of value to a government official to obtain or maintain business.

Child Labour

Suppliers will not use child labour. We do not accept child labour and supports the United Nations (U.N.) Convention on the Rights of the Child (1989). This code of conduct is based on the International Labor Organization (ILO) Minimum Age Convention no. 138 (1973) and Worst Forms of Child Labor no. 182 (1999). The term "child" refers to a person younger than 15 (or 14 where local law allows) or, if higher, the local legal minimum age for employment or the age for completing compulsory education.

If child labour is found in any place of production, we will require the Supplier to implement a corrective action plan. If corrective action is not implemented within the agreed time- frame, or if repeated violations occur, we may terminate all business with the Supplier concerned. The corrective action plan shall take the child's best interests into consideration, i.e. family and social situation and level of education. Care shall be taken not merely to move child labour from one Supplier's workplace to another, but to enable more viable and sustainable alternatives for the child's development.

Coercion and Harassment

Suppliers will treat each employee with dignity and respect, and will not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse against employee, his or her family or close associates.

Compensation

We expect Suppliers to recognize that wages are essential to meeting employees' basic needs. Suppliers will, at a minimum, comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and will provide legally mandated benefits. If local laws do not provide for overtime pay, Suppliers will pay at least regular wages for overtime work. Except in emergency or unusual situations, a workweek shall be restricted to 60 hours, including overtime, and workers shall take at least one day off every seven days. All overtime shall be voluntary unless part of a legally recognized collective bargaining agreement. Under no circumstance shall workweeks exceed the maximum permitted under applicable laws and regulations. Where local industry standards are higher than applicable legal requirements, we expect Supplier to meet the higher standards.

Conflict Minerals

We are committed to responsibly sourcing raw materials for its manufacturing processes, including gold, tin, tungsten and tantalum ("conflict minerals"). Accordingly, suppliers are expected to supply materials to us that are "conflict free", which means either: 1) any conflict minerals supplied to us or any of our contract manufacturers must not directly or indirectly fund armed conflict in the Democratic Republic of

Congo (DRC) or adjoining countries, or 2) any conflict minerals must be from recycled or scrap sources. Our suppliers are expected to survey their respective suppliers to determine whether the applicable conflict mineral originates from the DRC or an adjoining country and, if so, whether the conflict mineral is conflict free. Suppliers are expected to timely respond to any surveys or requests for information from us that are related to conflict minerals that are supplied to us or any of our contract manufacturers.

Conflicts of Interest

Suppliers must avoid engaging in any business activity that would conflict or interfere with their provision of products and services to us.

Contracts of Employment

Written contracts of employment shall be provided to migrant employees in a language they understand, clearly indicating their rights and responsibilities with regard to wages, working hours and other working and employment conditions. Migrant employees shall be provided with their employment contract prior to deployment. The use of supplemental agreements and the practice of contract substitution (the replacement of an original contract or any of its provisions with those that are less favourable) are strictly prohibited.

Document Retention/Deposits

Confiscating or withholding employee identity documents or other valuable items, including work permits and travel documentation (eg passports) is strictly prohibited. The retention of personal documents shall not be used as a means to bind employees to employment or to restrict their freedom of movement. Migrant employees shall not be required to lodge deposits or security payments at any time.

Freedom of Movement

Employees freedom of movement shall not be unreasonably restricted. Employees shall not be physically confined to the workplace or related premises, such as employer or recruiter operated residences, nor shall any other coercive means be used to restrict employees' freedom of movement or personal freedom. Mandatory residence in employer operated facilities shall not be made a condition of employment.

Grievance Procedure

An effective grievance procedure shall be established to ensure that any employee, including migrant employees, acting individually or with other employees, can submit a grievance without suffering any prejudice or retaliation of any kind.

Health and Safety

Suppliers will provide employees with a safe and healthy work place in compliance with all applicable laws and regulations, ensuring at minimum reasonable access to potable water and

sanitary facilities, fire safety, and adequate lighting and ventilation. Suppliers will also ensure that the same standards of health and safety are applied in any housing that they provide for employees.

Gifts and Entertainment

Solicitation of gifts, trips, cash or other incentives from Suppliers is not permitted under any circumstances. Our employees may not accept gifts or incentives that could influence, or reasonably appear to influence, his or her decision making. Cash and cash equivalents (gift cards) are prohibited in all cases. Any commission, fee, or payment of any sort from a Supplier in connection with work for us is strictly prohibited. Business lunches, dinners, and similar outings when conducted in the normal course of business are permitted if attending would not influence or be expected to influence the business judgment of our employees.

Involuntary Labour

Suppliers will not use any forced or involuntary labour, whether prison, bonded, indentured or otherwise. All work must be voluntary and employees shall have the freedom to terminate their employment at any time without penalty, given notice of reasonable length. Migrant employees (or their family members) shall not be threatened with denunciation to authorities to coerce them into taking up or maintaining employment. Suppliers will not engage in human trafficking or slavery practices of any kind.

Monitoring, Compliance

Suppliers will authorize us and our designated agents (including third parties) to engage in monitoring activities to confirm compliance with the Code of Conduct, including unannounced on-site inspections of manufacturing facilities and employer-provided housing; reviews of books and records relating to employment matters; provision of reports on environmental and sustainability matters at our request; and private interviews with employees. Suppliers will maintain on site all documentation that may be needed to demonstrate compliance with this Code of Conduct.

Nondiscrimination

Suppliers will not discriminate in hiring and employment practices, including salary, benefits, advancement, discipline, termination or retirement, nor shall any employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment, on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability or for exercising any rights afforded by law. Suppliers shall comply with all applicable laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labour practices.

Other Laws	Suppliers will comply with all applicable laws and regulations, including anti-competition and unfair trade practices laws and those pertaining to the manufacture, pricing, sale and distribution of merchandise and the provision of services. All references to applicable laws and regulations in this Code of Conduct include local, state and national codes, rules, laws, and ordinances and regulations, as well as applicable treaties and industry standards.
Protection of the Environment	Suppliers will comply with all applicable environmental laws and regulations and with our applicable environmental initiatives. Suppliers will strive to utilize resources appropriately and efficiently and dispose of all waste in accordance with applicable laws, rules and regulations.
Publication	Suppliers will take appropriate steps to ensure that provisions of this Code of Conduct are communicated to employees, including the prominent posting of a copy of this Code of Conduct, in local language and in a place readily accessible to employees, at all times.
Recruitment	Suppliers should hire migrant employees directly whenever possible. When subcontracting of recruitment and hiring is necessary, suppliers shall ensure that the labour agencies they engage operate legally, are certified or licensed by the competent authority, and do not engage in fraudulent behaviour that places employees at risk of forced labour or trafficking for labour exploitation. Employees shall not be charged any fees or costs for recruitment, directly or indirectly, in whole or in part, including costs associated with travel, processing official documents and work visas in both home and host countries.
Subcontracting	Suppliers will notify us of any use of subcontractors, and such subcontractors must comply with this Code of Conduct. We support our Supplier's efforts to purchase supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.
Workplace Violence	Suppliers will maintain a workplace free from acts or threats of violence and effectively and promptly respond if acts or threats of violence do occur.

Declaration:

Undersigned declares being duly authorized to sign this Mohawk Flooring Oceania Supplier Code of Conduct for and on behalf of the represented Supplier and represents and warrants on behalf of the Supplier that:

- the Supplier has received and understands and is compliant with the Code of Conduct
- the Supplier is not designated on, owned by or associated with, any party designated on any U.S., E.U., Australia, New Zealand or other government restricted parties lists, including without limitation the U.S. Commerce Department Bureau of Industry and Security (BIS) Denied Persons List; Entity List or Unverified List; the U.S. Treasury Department Office of Foreign Assets Control's (OFAC's) Specially Designated Nationals and Blocked Persons List; or the U.S. State Department Directorate of Defense Trade Controls (DDTC) Debarred Parties List, and the Supplier agrees that it will not sell or purchase any goods, services, or technology to or from such persons
- the Supplier shall comply with all applicable U.S., E.U., Australia, New Zealand or other applicable economic sanctions and export control laws and regulations, including without limitation, the regulations administered by OFAC, Department of Foreign Affairs & Trade (Australia) and/or Ministry of Foreign Affairs & Trade (NZ), the Export Administration Regulations administered by BIS, and the International Traffic in Arms Regulations administered by DDTC.

Supplier:			
ABN:			
Represented by:			
Position:		Date:	
Signature			