



Dear Supplier:

At Barrette Outdoor Living, we believe in making things right. We proudly stand behind our products by providing dedicated support, superior customer service and product warranties that feature some of the most comprehensive coverage in the industry. With decades of experience behind us, we are quite confident in the craftsmanship and quality of our products.

Therefore, our commitments extend to improvements in our products by continuously working with our suppliers to improve overall efficiency, quality and productivity of our support organizations.

This handbook contains requirements for our suppliers which covers purchasing, quality and material handling. These are expectations for all suppliers doing business with Barrette Outdoor Living.

We ask that each supplier review and sign Barrette Outdoor Living's Confidentiality Agreement and Supplier Code of Conduct (*included in this handbook*). Additionally, please complete the New Supplier Account Form (*page 19*) and fill out the following questionnaires:

- Purchasing (*page 20*)
- Quality (*page 22*)
- New Product Development (*page 21*)
- Sustainability (*page 23*)

In order for the supplier approval process to begin, all signed policies and completed questionnaires must be submitted back to me at the email provided below. Once we receive and review your information, we will determine if a site visit to your manufacturing facility is warranted.

Please reach out to me with any questions regarding our supplier approval process.

Thank you,

Renee McCants

Director of Purchasing
Barrette Outdoor Living
423-601-7473

renee.mccants@barretteoutdoorliving.com

Supplier Handbook Instructions

This handbook has been set up as an interactive PDF which allows you to easily complete, sign and date all required documents and forms. Fill out **ALL** the fields in the handbook (except for page 24). Please make sure to sign and date any areas that are highlighted with a green arrow. Once completed, click the **“Submit Form”** button on page 23 and the form will be sent back to Barrette Outdoor Living.

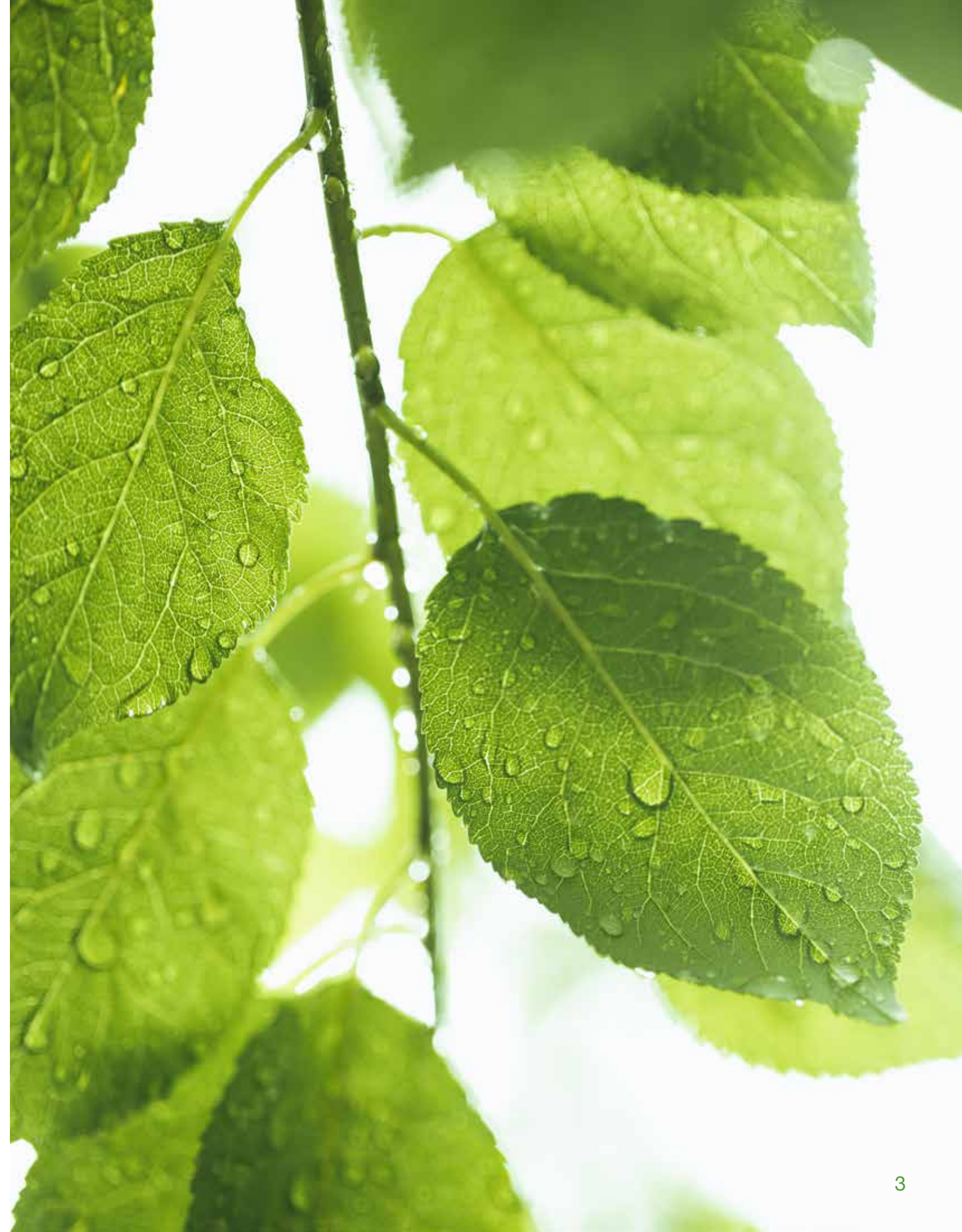




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ABOUT US

Our Mission

Barrette Outdoor Living is a leader in the outdoor living product industry, providing a diverse and flexible range of solutions that bring homeowners' dreams to life. Our products are ingeniously designed and meticulously engineered to hold up to family, life and nature — beautifully transforming any outdoor space. At the core of our business is a passionate team who take great pride in craftsmanship and possess a dedication to creating the solutions professionals and homeowners demand.

Our History

Barrette Outdoor Living's journey started in 1975 when we began selling to consumers via retail stores. Since then, we have grown considerably and broadened our distribution to online and brick-and-mortar retail outlets; fencing, railing and decking dealers; and two-step distributors in the majority of states within the U.S. and in several regions of Canada. Acquisitions of companies, manufacturing plants and product categories have established Barrette Outdoor Living as an industry leader and enabled our continued growth in outdoor product development and manufacturing.

In July 2022, Barrette Outdoor Living was acquired by Oldcastle APG, a CRH Company. An international provider of outdoor living and building materials, Oldcastle APG holds industry-leading positions in concrete masonry, hardscapes, fencing and railing, bagged dry mixes, lawn and garden, pool finishes and composite decking.

Certified Supplier Program

Barrette Outdoor Living offers a certified supplier program for stateside and global companies. In order to qualify for this program, suppliers need to meet our quality, delivery, cost performance initiatives, Code of Conduct and sustainability practices.

Our Quality Policy

At Barrette Outdoor Living, we understand the importance of creating a quality product for our customers, which is why we offer some of the best product warranties in the industry.

The following quote from Jean desAutels, President of Barrette Outdoor Living, captures this sentiment: "Our people share a passion for our business, and work with skill, teamwork and integrity to deliver on the promise to provide superior products."

In order to properly align with our customers, we need to select and source suppliers that share this passion and dedication to producing quality products. A supplier's dedication to quality and compliance with our product specifications is as important as our own.



Commitment to Sustainability

As a leading manufacturer, Barrette Outdoor Living is fully committed to sustainable and environmentally responsible practices at all of our locations. Over the past several years, we have made significant strides and look to continue building and growing our programs and practices to further reduce our environmental impact.

For more information about Barrette Outdoor Living's sustainability initiatives and to view a copy of our *2021 Environmental, Social and Governance (ESG) Report*, visit <https://www.barretteoutdoorliving.com/sustainability>

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement"), dated as of _____ ("Effective Date"), is between Barrette Outdoor Living, Inc., an Ohio corporation, with a principal place of business at 7830 Freeway Circle, Middleburg Heights, OH 44130 ("Disclosing Party"), and _____ ("Recipient").

1. In connection with (i) a potential business and/or technical opportunity of mutual interest; and/or (ii) furthering an existing business relationship (collectively, the "Purpose"), Disclosing Party may disclose to Recipient, or Recipient may otherwise receive access to, Confidential Information (as defined below). Recipient shall use the Confidential Information solely for the Purpose and, subject to Section 3, shall not disclose or permit access to Confidential Information other than to its employees, officers and directors (collectively, "Representatives") who: (a) need to know such Confidential Information for the Purpose; (b) know of the existence and terms of this Agreement; and (c) are bound by written confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Recipient shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. Recipient shall promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and use its best efforts to prevent further use or disclosure. Recipient will be responsible for any breach of this Agreement caused by its Representatives.
2. "Confidential Information" means all non-public, proprietary or confidential information of Disclosing Party in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries, and other materials including but not limited to business activities, products (whether current or projected), financial information, financial statements, balance sheets, sales, investments, acquisitions, inventory, materials, customers, that contain, are based on or otherwise reflect, to any degree, any of the foregoing ("Notes"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' act or omission; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) was in Recipient's or its Representatives' possession, as established by documentary evidence, before Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Recipient or its Representatives, as established by documentary evidence, without using any Confidential Information. Confidential Information also includes: (x) the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and (y) any terms, conditions or arrangements discussed.
3. If Recipient or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Recipient shall, before such disclosure, notify Disclosing Party of such requirements so that Disclosing Party may seek a protective order or other remedy, and Recipient shall reasonably assist Disclosing Party therewith. If Recipient remains legally compelled to make such disclosure, it shall: (a) only disclose that portion of the Confidential Information that, in the written opinion of its legal counsel, Recipient is required to disclose; and (b) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

4. On the expiration of this Agreement or otherwise at Disclosing Party's request, Recipient shall within seven (7) days, at Disclosing Party's option, either return to Disclosing Party or destroy all Confidential Information in its and its Representatives' possession other than Notes, and destroy all Notes, and certify in writing to Disclosing Party the destruction of such Confidential Information.
5. Disclosing Party has no obligation under this Agreement to (a) disclose any Confidential Information or (b) negotiate for, enter into, or otherwise pursue the Purpose. Disclosing Party provides all Confidential Information without any representation or warranty, expressed or implied, as to the accuracy or completeness thereof, and Disclosing Party will have no liability to Recipient or any other person relating to Recipient's use of any of the Confidential Information or any errors therein or omissions therefrom.
6. Disclosing Party retains its entire right, title, and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment, or other transfer of any such right, title, and interest to Recipient or any other person.
7. The rights and obligations of the parties under this Agreement expire three years after the Effective Date; provided that with respect to Confidential Information that is a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Recipient or its Representatives.
8. Recipient acknowledges and agrees that any breach of this Agreement will cause injury to Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to seek equitable relief as a remedy for any such breach.
9. This Agreement and all matters relating hereto are governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to the conflict of laws provisions of such State. Any legal suit, action, or proceeding relating to this Agreement must be instituted in the federal or state courts located in New Jersey. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
10. All notices must be in writing and addressed to the relevant party at its address set out in the preamble (or to such other address such party specifies in accordance with this Section 10). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective on actual receipt.
11. This Agreement is the entire agreement of the parties regarding its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, whether written or oral, regarding such subject matter. This Agreement may only be amended, modified, waived, or supplemented by an agreement in writing signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Recipient

By: _____

Name: _____

Company: _____

Title: _____

Barrette Outdoor Living, Inc.

By: _____

Name: _____

Title: _____

SUPPLIER CODE OF CONDUCT

Introduction

Corporate integrity, responsible product sourcing, and the safety and wellbeing of workers across the global supply chain are of paramount importance to Barrette Outdoor Living. These principles apply to all aspects of Barrette Outdoor Living's business, and encompass all manufacturers, distributors, vendors, and other suppliers (each a **"Supplier"** and collectively **"Suppliers"**) that supply products to Barrette Outdoor Living. We count on our Suppliers to commit to our high standard of integrity, responsible product sourcing and worker safety in operating their business.

These principles are reflected in this Code of Conduct ("**Code of Conduct**"), which establishes our expectations and guidelines that must be met by any Supplier that sells goods to or does business with Barrette Outdoor Living, regarding:

- Supplier's treatment of workers;
- workplace safety;
- the impact of Supplier's activities on the environment; and
- Supplier's ethical business practices.

We expect our Suppliers to communicate these expectations throughout their supply chain. In addition, we require our Suppliers to abide by all applicable national, state and local laws in the areas where they operate.

By its acceptance of any purchase order from Barrette Outdoor Living, the Supplier acknowledges its acceptance of the Supplier Code of Conduct and intention to comply with its requirements.

Forced Labor, Human Trafficking and Child Labor

All labor must be voluntary. Supplier shall not support or engage in forced labor, human trafficking or child labor in any part of its supply chain.

Without limiting Supplier's obligations hereunder, Supplier shall not, and shall ensure that its Partners do not, support or engage in, or require any:

- compelled, involuntary, or forced labor;
- labor to be performed by individuals under the age of 15 years of age, or 14 years of age where local law allows;
- bonded labor;
- indentured labor; and
- prison labor.

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Worker Health and Safety

Without limiting Supplier's obligations hereunder, Supplier shall not, and shall ensure that its partners do not, support or engage in, or require any hazardous labor to be performed by any person under the age of 18. Hazardous labor involves any work, that by its nature or the circumstances in which the work is undertaken, involves the substantial risk of harm to the safety or health of the worker or coworkers if adequate protections are not taken.

Identification Papers

Without limiting Supplier's obligations hereunder, Supplier shall not require any worker to surrender control over original:

- identification papers or documents giving a foreign worker the right to work in the country;
- identification papers or documents, such as a passport, giving a foreign worker the right to enter or leave the country; or
- documents, such as a birth certificate, evidencing the worker's age.

Financial Obligations

Without limiting Supplier's obligations hereunder, Supplier shall not, whether or not as a condition to the right to work, require any worker (or worker's spouse or family member) to, directly or indirectly:

- pay recruitment or other fees or other amounts (monetary or in-kind);
- incur debt;
- make financial guarantees; or
- incur any other financial obligation.

Freedom of Movement

Without limiting Supplier's obligations hereunder, Supplier shall ensure that workers have the right to freedom of movement without:

- delay or hindrance; or
- the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

Worker freedom of movement rights include each worker's right to leave the Facilities without retaliation:

- at the end of each workday;
- based on reasonable health and safety-related justifications; and
- based on any reasonable circumstances, such as personal or family emergencies.

Freedom to Terminate Employment

Without limiting Supplier's obligations hereunder, Supplier shall allow workers to terminate their employment or work arrangement:

- without restriction; and
- without the threat or imposition of any discipline, penalty, retaliation, or fine or other monetary obligation.

Compensation, Benefits and Work Hours

Supplier must compensate all workers with wages, including overtime premiums, and benefits that at a minimum meet the higher of:

- the minimum wage and benefits established by applicable law;
- collective agreements;
- industry standards; and
- an amount sufficient to cover basic living requirements.

Supplier shall make wage payments and provide benefits on a timely basis.

Supplier's obligation to compensate and provide benefits applies to all workers at all times, including during periods of training, apprenticeship, and probation.

Working hours are consistent with applicable legal norms and overtime hours are paid the legally mandated premium.

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No Discrimination, Abuse or Harassment

Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker's ability to perform the job.

Supplier shall treat workers with respect and dignity.

Supplier shall not subject workers to corporal punishment, or physical, verbal, sexual, or psychological abuse or harassment. Supplier must not condone or tolerate such behavior by its partners.

Health and Safety

Supplier shall provide a safe, healthy, and sanitary working environment. Supplier shall implement procedures and safeguards to prevent workplace hazards, and work-related accidents and injuries, including procedures and safeguards to prevent industry-specific workplace hazards, and work-related accidents and injuries. Supplier shall also ensure that workers are trained on the relevant occupational health and safety policies and procedures, including emergency evacuation procedures. Workers are provided with appropriate protective equipment and instructed on its use.

Freedom of Association and Collective Bargaining

Supplier shall respect, and shall not interfere with, the right of workers to decide whether to lawfully associate with groups of their choice, including the right to form or join trade unions and to engage in collective bargaining.

Environmental Protection

Operation of Supplier's Facilities

Supplier shall operate its Facilities in compliance with all environmental laws, including laws and international treaties relating to:

- waste disposal;
- emissions;
- discharges; and
- hazardous and toxic material handling.

Inputs and Components

Supplier must ensure that the goods that it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties. Supplier must ensure that it will only use packaging materials that comply with all environmental laws and treaties.

Gifts and Entertainment

Supplier must maintain the highest ethical standards. Supplier must not offer cash, favors, gifts, or entertainment to Barrette Outdoor Living's team members.

Report Violations

Supplier shall self-report any violations of the Code of Conduct. Supplier can also submit questions and comments regarding the Code of Conduct, to Barrette Outdoor Living's liaison set out below:

Retailer Contact Person's Title: _____
Address: _____
Phone Number: _____
Email Address: _____

Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct.

Compliance with Laws


Supplier shall comply with all applicable national and local laws and regulations, including laws and regulations relating to voluntary quality and compliance requirements whereby both parties agree to the standards of a particular statement of work (collectively, "Standards"). Where this Code of Conduct requires Supplier to meet a higher standard than set out by law or regulation, Supplier shall meet such higher standards. Supplier acknowledges that these Standards set out audit standards that Barrette Outdoor Living may use to determine whether Supplier is meeting the requirements set out in this Code of Conduct.

Supplier acknowledges that Barrette Outdoor Living may in its discretion conduct inspections of the Facilities to confirm Supplier's compliance with this Code of Conduct. Barrette Outdoor Living has no obligation to conduct inspections.

Termination

Barrette Outdoor Living may immediately terminate its business relationship (including any purchase order(s) and purchase contracts) with Supplier if Supplier or its partners fail to meet the Standards.

Supplier Signature



Company: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

DELIVERY REQUIREMENTS

Documentation

1. A packing slip must accompany every shipment.
2. Packing slips must include:
 - Barrette Outdoor Living product part number
 - PO number
 - Number of packages
 - Quantities per package
3. Invoices should not be sent with the shipment, but sent per the instructions on the purchase order. Invoices must include the PO number and Barrette Outdoor Living part numbers.
4. A copy of the bill of lading should be included with each shipment.
5. Certificates of conformance should be included with the shipment when required by Barrette Outdoor Living's Quality group.

Labeling

1. Every carton and shipping container must be labeled. The label must include:
 - Purchase order number
 - Barrette Outdoor Living product part number
 - Number of cartons
 - Quantity
 - Other requirements from the purchase order
2. Some materials will require special Barrette Outdoor Living labels. For these items, Barrette Outdoor Living will supply artwork during the product development phase. Samples of these labels must be submitted to Barrette Outdoor Living and approved before the first production.
3. If the product is hazardous, all health, safety and environmental regulations must be followed concerning labels and markings.

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Delivery Expectations

1. It is the supplier's responsibility to ensure that goods are shipped to the proper location and received by the date on the purchase order.
2. Unless otherwise agreed, the supplier should deliver goods no more than seven (7) days early and zero (0) days late. Supplier may be required to provide corrective action whenever delivery times are not being met. Suppliers may be charged back for damages caused by late deliveries.
3. It is the supplier's responsibility to inform Barrette Outdoor Living's Purchasing Department in a timely manner when a delivery date cannot be met.

Delivery Times

1. Delivery hours vary between Barrette Outdoor Living locations, but will generally be daytime hours.
2. Delivery appointments help avoid confusion. Most Barrette Outdoor Living locations require a delivery appointment for truckload shipments or LTL shipments that are greater than six (6) pallets. Appointment phone numbers and/or email addresses will be given to the supplier by the Barrette Purchasing contact. If Barrette Outdoor Living arranges the shipment, appointments will be managed by Barrette Outdoor Living personnel.
3. When suppliers are late for delivery appointments, Barrette Outdoor Living will make every effort to unload the shipment. However, the driver may have to wait for the first available opportunity. On occasion, the supplier may be asked to make a new appointment for a different date.

Please provide answers on the following forms and questionnaires. Do not omit any answers. If a question is not applicable to your company, please indicate "N/A" in the space provided. If more space is needed to answer questions, please attach additional pages.

NEW SUPPLIER ACCOUNT FORM	
Company Info	
Company Name	
Registered Address	
Parent Company	
Registered Address	
Website URL	
Number of Employees	
Business Information <i>(if different from registered address)</i>	
Business Address	
Main Phone Number	
Main Contact/Title	
Direct Phone Number	
Mobile Number	
Email	
Finance Information <i>(if different from registered address)</i>	
Department Address	
Finance Contact	
Direct Phone Number	
Email	
Banking Information	
Bank Name	
Routing Number	
Beneficiary Name	
Beneficiary Acct. Number	
Swift Code	

PURCHASING QUESTIONNAIRE

Provide an overview of company structure and ownership.

Provide D&B information and current financial statements.

Provide trade references.

What is your product lead time?

How do you measure delivery performance?

Do you typically provide transportation for the goods you sell? If so, what carriers do you use?

Do you have a business continuity and disaster recovery plan in place?	Yes	No
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Do you use third parties to perform any part of your work or service?	Yes	No
---	-----	----

Do you propose to subcontract any aspect of the work or service to be performed for Barrette Outdoor Living?	Yes	No
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If available, please provide the Certificates of Insurance for:

Commercial General Liability	Business Interruption
Product Liability	Cybersecurity

NEW PRODUCT DEVELOPMENT QUESTIONNAIRE

Summarize all products or services that you currently offer (or plan to offer) Barrette Outdoor Living.

Describe what steps you take to explore and expand technologies, products or services.

Describe your internal materials or product testing capabilities.

Describe how you can help Barrette Outdoor Living grow with new technologies, product or services.

What engineering software do you currently use?

List the portion (%) of gross sales over the past three years that is a result of newly offered product(s)?

QUALITY QUESTIONNAIRE

Quality Department		
Do you have a quality system or manual we can assess?	Yes	No
How large is your Quality Department?		
How many Quality Auditors are in your department?		
Do your auditors perform process or product audits?	Yes	No
Are you willing to allow a representative from Barrette Outdoor Living on-site to visit?	Yes	No
Are you willing to let Barrette Outdoor Living audit periodically if quality issues arise?	Yes	No
Production Department		
Is your quality function separate from production?	Yes	No
Does Quality Control have the final say on parts that are out of tolerance?	Yes	No
Does your production team have access to the data your quality department collects?	Yes	No
Material Control		
Do you maintain lot traceability of internal product?	Yes	No
Do you maintain traceability of shipped product?	Yes	No
Do you have a process for identifying and segregating non-conforming material?	Yes	No
Do you have a process for reworking/re-purposing non-conforming material?	Yes	No
Documentation		
Do you have a document control function for your products?	Yes	No
Do you have a document control function for product changes/document revisions?	Yes	No
Are you familiar with COAs/COCs? If so, are you able to send them with each PO?	Yes	No

SUSTAINABILITY QUESTIONNAIRE

Sustainability		
Does your company publish an annual Environmental, Social and Governance (ESG) Report?	Yes	No
If not, does your company have a way to track its sustainability efforts?	Yes	No
Environmental		
Does your company have an Environmental Policy?	Yes	No
What percentage of material do you recycle?		
What percentage of recycled material do you use in your process?		
What materials do you recycle?		
What do you do with your non-recycled waste?		
Are you LEED certified?	Yes	No
Do you utilize energy efficient lighting in your facility?	Yes	No
Do you participate in any solar initiatives?	Yes	No
Has your company been convicted of any environmental related criminal offense or subject to any environmental civil action?	Yes	No
Social		
Do you have a Code of Ethics and Business Conduct?	Yes	No
Do you have a documented diversity policy?	Yes	No
Do you have a documented policy for training and development?	Yes	No
Do you offer employees any wellness initiatives?	Yes	No
Do you have a documented policy for harassment, discrimination and retaliation?	Yes	No
Do you perform any community acts of goodwill or service?	Yes	No
Do you have a health and safety policy and safety management systems in place?	Yes	No
In the past three years, have you received any violations or penalties for health or safety issues? If yes, please provide details.	Yes	No
Governance		
Do you have a governing board or board of directors?	Yes	No
Do you have an executive leadership team?	Yes	No
Do you have a team dedicated to sustainability efforts?	Yes	No

FOR BARRETTE OUTDOOR LIVING INTERNAL USE ONLY

To be completed by Barrette Outdoor Living representatives once documents are submitted and site visit is complete.

SUPPLIER ANALYSIS	
Supplier Approved	
Supplier approved?	Yes No
If No, see below for corrective actions required to meet approval.	
Corrective Action(s) Required	
Barrette Outdoor Living Approval	
Purchasing Manager Signature	
Quality Manager Signature	
Date	



Barrette Outdoor Living
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barretteoutdoorliving.com