



**BLUELINX HOLDINGS INC.  
CODE OF ETHICAL CONDUCT**

**OVERVIEW**

## OVERVIEW

At BlueLinx Holdings Inc. (together with its subsidiaries, “BlueLinx” or the “Company”), our core values of integrity, teamwork and continuous improvement are the cornerstone of everything we do. Because of these values, it is our policy to conduct business in a manner consistent with the highest ethical standards and in compliance with both the letter and the spirit of the law. Our adherence to our values and this policy is key to maintaining and building upon BlueLinx’s reputation for excellence and integrity.

The provisions of this Code of Ethical Conduct (the “Code”) apply to all representatives of BlueLinx, together with its direct and indirect subsidiaries, including directors, officers and employees. In addition, other persons may be subject to the provisions of this Code by contract or agreement when engaged by or otherwise representing BlueLinx and its interests.

The standards in this Code are expressed generally and may not address every specific circumstance. It is simply not possible to anticipate every issue that may arise in a business as complex as that of BlueLinx. Therefore, each of us must take an active role in interpreting this Code and in applying its rules to our daily conduct at BlueLinx. In addition, the Company has other policies on specific topics that are referred to in, or otherwise supplement, this Code that should be consulted for additional information. Any employee or director who has questions concerning the Code’s application or disclosure of an incident should immediately contact an executive in charge of his or her department and/or the Human Resources Department or the Law Department. Every employee, officer and director should bring to the Company’s attention any action that does not comply with any policy found in this Code or otherwise issued by the Company.

Any violation of this Code by employees will result in appropriate disciplinary action, up to and including termination of employment. Violations of this Code may also be violations of law and may result in civil or criminal penalties for the employee, the employee’s supervisors and/or the Company. Any violatmay- (n)2 (a)1 6mny v snd s2TJp foreTJ0 r ce anl(e)6 ((ode)-1 ( )-5( a)2 (lo)72eeail or 7r (t





Special rules also apply to directors and executive officers who engage in conduct that creates an actual, apparent or potential conflict of interest. Those rules, and related Company processes and policies, may require directors and executive officers to make full disclosure and seek prior approval from the Company's Board of Directors or a committee thereof before engaging in such conduct.

## **COMPANY COMMUNICATION TOOLS**

It is Company policy to maintain a secure environment for the exchange of business information, e-mail and the Internet. The personal use of communication tools and the Internet is permitted only for employee related functions and only if the employee's use is not detrimental to the Company's business or reputation, and does not affect the Company or the employee's productivity, quality of work, timeliness of work, performance or customer service. In addition, the Company may from time to time have other policies regarding the acceptable use of communication tools and the Internet that supplement this Code and should be consulted for additional information. The Company also provides guidelines for using the Company's systems, software, computers and other business equipment to ensure security, confidentiality of information and proper legal use. All employees are expected to be familiar with and comply with these guidelines.

To ensure a safe, healthy and productive workplace, the Company may monitor its employees with respect to their business and personal use of Company resources (including e-mail, computers, Internet, Intranet, facsimile machines, telephones, voicemail and other resources). Company practices in this area will comply with applicable laws.

## **COMPETITION LAWS**

The Company is committed to ensuring a healthy, competitive marketplace that benefits both business and consumers alike. As such, the Company and its employees and directors strictly comply with the competition laws (known in some countries as antitrust laws) in effect in the jurisdictions where it conducts its business. Such laws govern a wide range of business activities, including price setting, purchasing, selling and marketing goods and services. You should learn and comply with the specific procedures governing your business and jurisdiction regarding contacts with competitors, obtaining and handling competitors' data and participating in trade associations and professional societies.

Competition laws differ among jurisdictions, but in general, agreements between competitors that limit competition are prohibited. Oral discussions, understandings (express or implied) and informal arrangements may be considered "agreements", so you should be careful whenever you meet with competitors, including contacts at trade shows or professional gatherings. You shall not propose an-

## CONTRACTING PRACTICES

You may not imply that you have the authority to bind the Company or make commitments which you are not authorized to make. Only certain executives and designated management level employees (“Authorized Signatory”) are authorized to enter into agreements on behalf of the Company and only within their approved authorization limit as set forth in the Company’s applica0nh-2 (i)-B4w Tdcori-1 ( s3-1 (a)4 (t)-2 (poT(a)-1 (ppl (ou . -2.315 -2 ( (nyhouT(adm)-2 (a)-1 or)-2 ( )5 (m

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You must safeguard all physical, financial, informational and other Company assets. Preventing loss, misuse, damage or theft of the Company's assets is part of your job. All assets should be used only for the benefit of the Company. Except as specifically authorized, you may not use or take Company property or services for your or someone else's personal benefit.

## **CONSULTANTS**

All arrangements with consultants should be by written contract and based on the Company's need for technical or professional advice or assistance. The background and professional ability of any new consultant should be reviewed carefully, and only competent individuals should be retained. Consultants must abide by this Code. Any employee retaining a consultant should provide a copy of this Code to the consultant.

## **EMPLOYEE COMMITMENT**

- \* **F** An employee should not occupy a position such as member of the board of directors, offic





As used in this Code, “Relative” means another person who has a relationship with you established by blood, marriage or legal action.<sup>1</sup> “Romantic relationship” means casual or serious dating, casual sexual involvement, cohabitation and any other conduct or behavior normally associated with romantic or sexual relationships. BlueLinx strongly discourages supervisors, managers and any other individual in a supervisory/managerial position from engaging in romantic relationships with subordinates or any employee over whom the supervisor manages, directly or indirectly, the other associate.

Relatives and individuals in romantic relationships with employees are eligible for employment with, or promotion or transfer within, BlueLinx but only if the hiring, promotion or transfer is approved in advance by the Chief Human Resources Officer (CHRO) or his or her designee, and then only under the following conditions:

No interview or other initiation of any hiring, promotion or transfer of a relative or individual in a romantic relationship can occur without prior written approval of the CHRO. The hiring, promotion or transfer process must be open and equitable, and candidates must be screened and reviewed in accordance with BlueLinx’s related policies. An employee cannot be involved, directly or indirectly, in the selection, hiring, promotion or transfer process in which a relative or individual with whom they have a romantic relationship is a candidate.

BlueLinx will accept applications for employment, or requests for promotion or transfer from, and will consider for employment, promotion or transfer, a relative or individual in a romantic relationship with an employee empl2e27.20.002 Tc wiol-2 (ol-2 (oa)1 ( 0 Td(c)-1 (a)- (ndi)

It is the responsibility of every employee to identify to the Human Resources Department any potential or existing romantic relationship or relative situation that may be covered by this section of the Code. Employees who fail to disclose relationships covered by this section of the Code will be subject to disciplinary action up to and including the termination of employment.

In addition, notwithstanding anything in this Code to the contrary, the employment of any employee will not be allowed to be maintained if the employee is in a position that is covered by the Code.



there is reason to believe that the remuneration will be passed to the government, party or official in order to obtain influence or favors. Bribes, kickbacks, payoffs or other unusual or improper payments to obtain or keep business are strictly forbidden.

The Company's policies go beyond such laws and prohibit improper payments in all of our activities, both with governments and in the private sector. Specifically, the Company's employees and directors shall not offer anything of value to obtain an improper advantage in selling its services or representing the Company's interests to government authorities. To put it

You cannot evade the Insider Trading laws by acting through anyone else or by giving inside information to others for their use even if you will not financially benefit from it. If you have any doubt about what you can or cannot do in this area, you should consult with the Law Department. Special trading rules may also apply to certain designated “insiders” of BlueLinx, as set forth from time to time in the Company’s insider trading policy.

## **INVESTIGATIONS**

It is Company policy to cooperate fully with any appropriate government investigation. Generally, the Law Department will coordinate such activities. If you are subpoenaed or contacted in any way by any U.S. or non-U.S. federal, state or local regulatory or law enforcement agency, or in connection with any court proceeding, you should contact BlueLinx’s:



The importation of information, products or technology (including software) must fully comply with all applicable customs regulations. No employee should participate in any activity that



discussions or agreements with competitors related to pricing, terms of sales, product or service offerings, dividing sales territories or allocation of customers or product lines; the unauthorized release of confidential information; improper deviations from contracts; unusual payment requests (such as up-front payments, abnormal commissions or midstream requests for additional compensation); possible unethical practices (such as preparing false documents or press reports); and the lack of concern about product quality, training or warranty.

If you have any questions or are uncertain about whether a potential act would be considered a violation, you should contact a member of the Law Department or the Human Resources Department.

### **BUSINESS CONDUCT AND ETHICS HOTLINE**

You may use the Business Conduct and Ethics Hotline, which is maintained by a third party retained by the Company. Though employees are encouraged to identify themselves to assist the Company in addressing concerns effectively, you do not have to reveal your identity in order to make a report through the Hotline. Confidentiality will be maintained to the fullest extent possible, consistent with the need to conduct an adequate investigation and to the extent permitted by applicable law.

The Business Conduct and Ethics Hotline number is **877-460-BLUE**. The Hotline can also be accessed, and reports made, online by going to: [www.bluelinxco.ethicspoint.com](http://www.bluelinxco.ethicspoint.com). The Hotline is

## **WAIVERS OF THE CODE**

The Company will waive application of the policies set forth in this Code only where there exists specific circumstances warranting the grant of a waiver. Waivers of this Code for directors and executive officers may be made only by the whole Board of Directors or the Audit Committee of the Board and must be promptly disclosed as required by law or regulation.

## **PROTECTED RIGHTS**

The Company does not limit any employee's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the SEC or any other federal, state or local governmental agency or commission ("Government Agencies"). Employees are not prohibited or otherwise precluded from communicating with any Government Agencies or participating in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to BlueLinx. This Code does not prohibit or otherwise limit any employee from receiving an award for information provided to any Government Agencies.

## **ARBITRATION PROCEDURE**

You agree to arbitrate any matter arising under the Code or in connection with your employment at the Company, except that the Company may in its sole discretion file an action in any court with jurisdiction to seek a temporary restraining order and/or injunction (preliminary, temporary and/or final), restraining any violation of the Code (without bond or other security being required), and/or any other appropriate decree of specific performance. You agree that such remedies are not exclusive and shall be in addition to any other remedy that the Company may have. The matters that are subject to arbitration include, but are not limited to, claims for breach of contract, discrimination, retaliation, wrongful termination, and other claims that may arise under state or federal law. A demand for individual arbitration giving notice of any claim sought to be arbitrated must be filed with American Arbitration Association ("AAA") within the limitations period established by applicable state law, or if the dispute raises issues that would support federal jurisdiction, by applicable federal law. A neutral arbitrator will be selected in accordance with the Federal Arbitration Act and the National Rules for the Resolution of Employment Disputes then in effect of the AAA (the "Rules"). The arbitration will take place in Atlanta, Georgia, U.S.A. unless the parties agree otherwise in writing and will be conducted in accordance with the Rules. The arbitrator has authority to resolve all or portions of the dispute through a summary judgment motion and related proceeding(s). The arbitrator must allow the parties discovery sufficient to arbitrate adequately their claims and defenses, even if the Rules and AAA procedures are more restrictive. The arbitrator must render a written arbitration decision that reveals the essential findings and conclusions on which the decision is based. A party's right to appeal the decision is limited to grounds provided under applicable state law or, if the dispute raises issues that would support federal jurisdiction, under applicable federal law.