

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2026

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number: 001-14649



Trex Company, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

54-1910453
(I.R.S. Employer
Identification No.)

2500 Trex Way
Winchester, Virginia
(Address of principal executive offices)

22601
(Zip Code)

Registrant's telephone number, including area code: (540) 542-6300

Not Applicable

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock	TREX	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.:

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act): Yes No

The number of shares of the registrant's common stock, par value \$0.01 per share, outstanding at April 16, 2026 was 103,898,729 shares.

TREX COMPANY, INC.

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**PART I
FINANCIAL INFORMATION**

Item 1. Condensed Consolidated Financial Statements

TREX COMPANY, INC.

Condensed Consolidated Statements of Comprehensive Income

(Unaudited)

(In thousands, except share and per share data)

	Three Months Ended March 31,	
	2026	2025
Net sales	\$ 343,403	\$ 339,993
Cost of sales	204,381	202,262
Gross profit	139,022	137,731
Selling, general and administrative expenses	55,517	56,068
Income from operations	83,505	81,663
Interest expense, net	—	76
Income before income taxes	83,505	81,587
Provision for income taxes	22,102	21,153
Net income	\$ 61,403	\$ 60,434
Basic earnings per common share	\$ 0.58	\$ 0.56
Basic weighted average common shares outstanding	105,058,351	107,180,665
Diluted earnings per common share	\$ 0.58	\$ 0.56
Diluted weighted average common shares outstanding	105,132,511	107,284,084
Comprehensive income	\$ 61,403	\$ 60,434

See Notes to Condensed Consolidated Financial Statements (Unaudited).

TREX COMPANY, INC.

Condensed Consolidated Balance Sheets
(In thousands, except share data)

	March 31, 2026	December 31, 2025
	(Unaudited)	
ASSETS		
Current assets		
Cash and cash equivalents	\$ 4,492	\$ 3,807
Accounts receivable, net	326,928	48,091
Inventories	229,580	238,665
Prepaid expenses and other assets	19,031	19,843
Total current assets	580,031	310,406
Property, plant and equipment, net	1,054,824	1,049,733
Operating lease assets	51,404	52,632
Goodwill and other intangible assets, net	32,906	31,529
Other assets	10,649	9,141
Total assets	\$ 1,729,814	\$ 1,453,441
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities		
Accounts payable	\$ 65,941	\$ 34,759
Accrued expenses and other liabilities	112,739	77,030
Accrued warranty	5,221	5,416
Line of credit	382,500	133,500
Total current liabilities	566,401	250,705
Deferred income taxes	85,833	85,833
Operating lease liabilities	40,138	41,755
Non-current accrued warranty	25,121	24,324
Other long-term liabilities	16,560	16,560
Total liabilities	734,053	419,177
Commitments and contingencies	—	—
Stockholders' equity		
Preferred stock, \$0.01 par value, 3,000,000 shares authorized; none issued and outstanding	—	—
Common stock, \$0.01 par value, 360,000,000 shares authorized; 141,280,582 and 141,208,139 shares issued and 103,898,577 and 105,737,266 shares outstanding, at March 31, 2026 and December 31, 2025, respectively	1,413	1,412
Additional paid-in capital	136,183	155,316
Retained earnings	1,851,250	1,789,847
Treasury stock, at cost, 37,382,005 and 35,470,873 shares at March 31, 2026 and December 31, 2025, respectively	(993,085)	(912,311)
Total stockholders' equity	995,761	1,034,264
Total liabilities and stockholders' equity	\$ 1,729,814	\$ 1,453,441

See Notes to Condensed Consolidated Financial Statements (Unaudited).

TREX COMPANY, INC.

Condensed Consolidated Statements of Changes in Stockholders' Equity

(Unaudited)

(In thousands, except share data)

	Common Stock		Additional Paid-In Capital	Retained Earnings	Treasury Stock		Total
	Shares	Amount			Shares	Amount	
Balance, December 31, 2025	105,737,266	\$ 1,412	\$ 155,316	\$ 1,789,847	35,470,873	\$ (912,311)	\$ 1,034,264
Net income	—	—	—	61,403	—	—	61,403
Employee stock plans	9,423	—	285	—	—	—	285
Shares withheld for taxes on awards	(49,580)	—	(2,052)	—	—	—	(2,052)
Stock-based compensation	112,600	1	2,634	—	—	—	2,635
Repurchases of common stock	(1,911,132)	—	—	—	1,911,132	(80,774)	(80,774)
Unsettled accelerated share repurchase	—	—	(20,000)	—	—	—	(20,000)
Balance, March 31, 2026	103,898,577	\$ 1,413	\$ 136,183	\$ 1,851,250	37,382,005	\$ (993,085)	\$ 995,761

	Common Stock		Additional Paid-In Capital	Retained Earnings	Treasury Stock		Total
	Shares	Amount			Shares	Amount	
Balance, December 31, 2024	107,154,305	\$ 1,411	\$ 148,153	\$ 1,599,432	33,943,946	\$ (861,872)	\$ 887,124
Net income	—	—	—	60,434	—	—	60,434
Employee stock plans	6,068	—	299	—	—	—	299
Shares withheld for taxes on awards	(49,949)	—	(3,110)	—	—	—	(3,110)
Stock-based compensation	116,588	1	2,313	—	—	—	2,314
Balance, March 31, 2025	107,227,012	\$ 1,412	\$ 147,655	\$ 1,659,866	33,943,946	\$ (861,872)	\$ 947,061

See Notes to Condensed Consolidated Financial Statements (Unaudited).

TREX COMPANY, INC.

Condensed Consolidated Statements of Cash Flows

(Unaudited)
(In thousands)

	Three Months Ended March 31,	
	2026	2025
OPERATING ACTIVITIES		
Net income	\$ 61,403	\$ 60,434
Adjustments to reconcile net income to net cash used in operating activities:		
Depreciation and amortization	18,371	14,249
Stock-based compensation	2,634	2,313
(Gain) on disposal of property, plant and equipment	(45)	(57)
Other non-cash adjustments	117	117
Changes in operating assets and liabilities:		
Accounts receivable	(278,838)	(302,708)
Inventories	9,086	30,863
Prepaid expenses and other assets	(523)	2,161
Accounts payable	31,300	4,187
Accrued expenses and other liabilities	15,963	15,278
Income taxes receivable/payable	22,107	19,150
Net cash used in operating activities	(118,425)	(154,013)
INVESTING ACTIVITIES		
Expenditures for property, plant and equipment	(23,105)	(79,486)
Purchased intangibles	(1,852)	(635)
Proceeds from sales of property, plant and equipment	45	156
Net cash used in investing activities	(24,912)	(79,965)
FINANCING ACTIVITIES		
Borrowings under line of credit	314,000	257,047
Principal payments under line of credit	(65,000)	(15,700)
Repurchases of common stock	(82,826)	(4,008)
Unsettled accelerated share repurchase	(20,000)	—
Proceeds from employee stock purchase and option plans	286	300
Financing costs	(2,438)	10
Net cash provided by financing activities	144,022	237,649
Net increase in cash and cash equivalents	685	3,671
Cash and cash equivalents, beginning of period	3,807	1,292
Cash and cash equivalents, end of period	\$ 4,492	\$ 4,963
Supplemental Disclosure:		
Cash paid (received) for income taxes, net	\$ (5)	\$ 2,003
Supplemental non-cash investing and financing disclosure:		
(Decrease) increase in capital expenditures in accounts payable and accrued expenses	\$ (10)	\$ 20,834

See Notes to Condensed Consolidated Financial Statements (Unaudited).

TREX COMPANY, INC.

Notes to Condensed Consolidated Financial Statements For the Three Months Ended March 31, 2026 and March 31, 2025 (Unaudited)

1. BUSINESS AND ORGANIZATION

Trex Company, Inc. (Trex or Company), is the world's largest manufacturer of high-performance, low-maintenance wood-alternative decking and railing products and a leader in outdoor living products and accessories, marketed under the brand name Trex®, with more than 30 years of product experience. A majority of its products are manufactured in a proprietary process that combines reclaimed wood fibers and scrap polyethylene. The Company is incorporated in Delaware. The principal executive offices are located at 2500 Trex Way, Winchester, Virginia 22601, and the telephone number at that address is (540) 542-6300. The Company operates in a single reportable segment.

2. BASIS OF PRESENTATION

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and U.S. Securities and Exchange Commission instructions to Form 10-Q and Article 10 of Regulation S-X and, accordingly, the accompanying unaudited condensed consolidated financial statements do not include all of the information and notes required by accounting principles generally accepted in the United States for complete financial statements. In the opinion of management, all adjustments (consisting of normal and recurring adjustments, except as otherwise described herein) considered necessary for a fair presentation have been included in the accompanying unaudited condensed consolidated financial statements. The unaudited condensed consolidated financial statements include the accounts of the Company for all periods presented.

The unaudited consolidated results of operations for the three months ended March 31, 2026, are not necessarily indicative of the results that may be expected for the fiscal year ending December 31, 2026. The Company's results of operations are affected by a number of factors, including, but not limited to, the cost to manufacture and distribute products, cost of raw materials, inflation, tariffs, consumer spending and preferences, interest rates, the impact of any supply chain disruptions, economic conditions, and/or any adverse effects from global health pandemics and geopolitical conflicts.

These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in the Annual Report of Trex Company, Inc. on Form 10-K for the year ended December 31, 2025, as filed with the U.S. Securities and Exchange Commission.

3. RECENTLY ADOPTED ACCOUNTING STANDARDS

In July 2025, the FASB issued ASU No. 2025-05, "Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets." This guidance provides an optional practical expedient related to the estimation of expected credit losses for current accounts receivable and contract assets that arise from transactions accounted for under FASB Accounting Standards Codification 606. Specifically, this optional practical expedient allows an entity to assume that current conditions as of the balance sheet date will not change for the remaining life of the asset. The amendments to this update are effective for annual reporting periods beginning after December 15, 2025, and interim reporting periods within those annual reporting periods. The Company adopted this practical expedient in the first quarter of 2026. Adoption of this practical expedient did not have a material impact on consolidated results of operations or financial position.

4. NEW ACCOUNTING STANDARDS NOT YET ADOPTED

In December 2025, the FASB issued ASU No. 2025-11, "Interim Reporting (Topic 270)." This update is intended to improve the guidance in Topic 270, Interim Reporting by improving the navigability of the required interim disclosures and clarifying when the guidance is applicable. The amendments also provide guidance on what disclosures should be provided in interim reporting periods. The amendments add to Topic 270, a principle that requires entities to disclose events since the end of the last annual report period that have a material impact on the entity. The amendments to this update are effective for interim reporting periods within annual reporting periods beginning after December 15, 2027 for public business entities. The amendments in this update may be applied prospectively or retrospectively to any or all prior periods presented in the financial statements. The company does not believe adoption of this update will have a material impact on its disclosures.

In September 2025, the FASB issued ASU No. 2025-06, "Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40)." This guidance clarifies and modernizes when an entity is required to begin capitalizing software costs. Specifically, it requires capitalization when both of the following are met (i) management has authorized and committed to funding the software

project and (ii) it is probable that the project will be completed and the software will be used to perform the function intended. The amendments to this update are effective for annual reporting periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods. Early adoption of this update is permitted. The amendments to this update may be applied prospectively, retrospectively, or on a modified transition approach. The Company does not believe adoption of this update will have a material impact on its consolidated results of operations and financial condition.

In November 2024, the FASB issued ASU No. 2024-03, "Income Statement – Reporting Comprehensive Income – Disaggregation Disclosures." This guidance requires more detailed disclosure about the types of expenses presented within the expense captions of the financial statements. Specifically, disclosure of purchases of inventory, employee compensation, depreciation, and intangible asset amortization are required on both an interim and annual basis. In addition, a qualitative description of remaining amounts in relevant expense captions which have not separately been disaggregated will be required on an interim and annual basis. On an annual basis, disclosure of an entity's definition of selling expenses and the amount of selling expenses is required. The amendments to this update are effective for annual reporting periods beginning after December 15, 2026, and interim periods beginning after December 15, 2027. Early adoption of this update is permitted. The amendments to this update should be applied prospectively to financial statements issued for reporting periods after the effective date of the update or retrospectively to any or all prior periods presented in the financial statements. The Company believes adoption will result in expanded financial statement footnote disclosure but does not believe adoption of this update will have a material impact on its consolidated results of operations. The Company is continuing to evaluate the impacts of adoption.

5. INVENTORIES

Inventories valued at FIFO (first-in, first-out), consist of the following (in thousands):

	March 31, 2026	December 31, 2025
Finished goods	\$ 175,225	\$ 179,758
Raw materials	54,355	58,907
Total FIFO (first-in, first-out) inventories	229,580	238,665

6. PREPAID EXPENSES AND OTHER ASSETS

Prepaid expenses and other assets consist of the following (in thousands):

	March 31, 2026	December 31, 2025
Prepaid expenses	\$ 18,508	\$ 17,173
Income tax receivable	-	2,147
Other	523	523
Total prepaid expenses and other assets	\$ 19,031	\$ 19,843

7. GOODWILL AND OTHER INTANGIBLE ASSETS, NET

The carrying amount of goodwill at March 31, 2026 and December 31, 2025 was \$14.2 million. At March 31, 2026 and December 31, 2025 intangible assets were \$22.5 million and \$20.7 million, and accumulated amortization was \$3.8 million and \$3.5 million, respectively. The Company's intangible assets, purchased in 2018, 2024, 2025, and 2026 consist of domain names and internal use software. Intangible asset amounts were determined based on the estimated economics of the asset and are amortized over the estimated useful lives on a straight-line basis over 15 years for domain names and 10 years for internal use software related to the Company's ERP and other platform tools, which approximates the pattern in which the economic benefits are expected to be received. The Company evaluates the recoverability of intangible assets periodically and considers events or circumstances that may warrant revised estimates of useful lives or that may indicate an impairment. Intangible asset amortization expense for the three months ended March 31, 2026, and March 31, 2025, was \$0.3 million and \$0.1 million, respectively.

8. ACCRUED EXPENSES AND OTHER LIABILITIES

Accrued expenses and other liabilities consist of the following (in thousands):

	March 31, 2026	December 31, 2025
Sales and marketing	45,375	26,866
Income taxes	23,399	3,439
Compensation and benefits	17,698	21,448
Operating lease liabilities	12,560	12,079
Capital projects	3,030	3,932
Manufacturing costs	3,907	2,262
Other	6,770	7,004
Total accrued expenses and other liabilities	<u>\$ 112,739</u>	<u>\$ 77,030</u>

9. DEBT

Revolving Credit Facility

Indebtedness prior to March 26, 2026. On October 10, 2024, the Company, entered into a Second Amendment to the Credit Agreement (Second Amendment) with certain lending parties thereto (Lenders) to amend that Credit Agreement dated as of May 18, 2022, as amended by that certain First Amendment dated as of December 22, 2022.

The Second Amendment provides the Company with Revolving A Loans in the maximum principal amount of \$400,000,000 (Revolving A Loans), Revolving B Loans in the maximum principal amount of \$150,000,000 (Revolving B Loans), and Letters of Credit and Swing Line Loans (as defined in the Credit Agreement). The Second Amendment extends the maturity date of the Revolving B Loans from December 22, 2024 to December 22, 2026.

Base Rate Loans (as defined in the Credit Agreement) under the Revolving A Loan and the Swing Line Loans accrue interest at the Base Rate plus the Applicable Rate (as defined in the Credit Agreement) and Term SOFR Loans for the Revolving Loans accrue interest at the rate per annum equal to the sum of Term SOFR for such interest period plus the Applicable Rate (as defined in the Credit Agreement). The Base Rate for any day is a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 0.50%, (b) the rate of interest in effect for such day as publicly announced from time to time by BOA as its prime rate, and (c) the Term SOFR plus 1.0% subject to certain interest rate floors. Repayment of all then outstanding principal, interest, fees and costs is due at the end of the Term (as defined in the Credit Agreement).

With respect to Revolving B Loans (as defined in the Credit Agreement), for any day, the rate per annum is a tiered pricing based upon the Consolidated Debt to Consolidated EBITDA Ratio. The applicable rate for Revolving B Loans that are Base Rate Loans range between 0.20% and 1.15%. and the applicable rate for Revolving B Loans that are Term SOFR/Term SOFR Daily Floating Rate range between 1.20% and 2.15%.

Indebtedness on and after March 26, 2026. On March 26, 2026, the Company entered into a Credit Agreement with certain lending parties thereto (Lenders) to amend and restate the Credit Agreement dated as of May 18, 2022, as amended (the Prior Credit Agreement).

The Credit Agreement provides the Company with one or more Revolving Loans in a collective maximum principal amount of \$700,000,000 (Loan Limit) throughout the term, which ends March 26, 2031. Included within the Loan Limit are sublimits for, Letters of Credit (as defined in the Credit Agreement) in an amount not to exceed \$60,000,000, and Swing Line Loans (as defined in the Credit Agreement) in an amount not to exceed \$40,000,000.

Base Rate Loans (as defined in the Credit Agreement) under the Revolving Loans and the Swing Line Loans accrue interest at the Base Rate plus the Applicable Rate (as defined in the Credit Agreement) and Term SOFR Loans or Term SOFR Daily Floating Rate Loans for the Revolving Loans accrue interest at the rate per annum equal to the sum of Term SOFR Loans/Term SOFR Daily Floating Rate for such interest period plus the Applicable Rate (as defined in the Credit Agreement). The Base Rate for any day is a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 0.50%, (b) the rate of interest in effect for such day as publicly announced from time to time by BOA as its prime rate, and (c) the Term SOFR plus 1.0% subject to certain interest rate floors. Repayment of all then outstanding principal, interest, fees and costs is due on the last day of the Term (as defined in the Credit Agreement).

As of March 31, 2026, the Company had \$382.5 million in borrowings outstanding under its revolving credit facility. The total availability under the revolving credit facility was \$314.4 million as of March 31, 2026, which reflects a reduction for outstanding letters of credit totaling \$3.1 million. The weighted average interest rate on the revolving credit facility was 4.6% as of March 31, 2026.

Compliance with Debt Covenants and Restrictions

Pursuant to the terms of the Credit Agreement, the Company is subject to certain loan compliance covenants. The Credit Agreement requires the Company to maintain (a) a Consolidated Interest Coverage Ratio of not less than 2.50 to 1.0 and (b) a Consolidated Debt to Consolidated EBITDA Ratio of not more than 3.75 to 1.0, each measured as of the end of each Fiscal Quarter, commencing with the Fiscal Quarter ended June 30, 2026. The maximum Consolidated Debt to Consolidated EBITDA Ratio is automatically increased to 4.25 to 1.0 for the Fiscal Quarter in which a qualifying Acquisition with cash consideration (including assumed or acquired Debt) of \$75,000,000 or more occurs and each of the following four Fiscal Quarters (an "Adjustment Period"), subject to a limit of two Adjustment Periods during the term of the Credit Agreement.

The Credit Agreement also contains an equity cure mechanism, under which the Company may make cash equity contributions (funded with proceeds of common equity) to be included in the calculation of Consolidated EBITDA solely for purposes of determining compliance with the financial covenants, subject to certain conditions and limitations, including that in each consecutive four Fiscal Quarter period there must be at least two Fiscal Quarters in which no such contribution is made.

The Company was in compliance with all covenants as of March 31, 2026. Failure to comply with the financial covenants could be considered a default of repayment obligations and, among other remedies, could accelerate payment of any amounts outstanding.

10. LEASES

The Company leases manufacturing and training facilities, storage warehouses, office space, and certain plant equipment under various operating leases. The Company's operating leases have remaining lease terms of up to 11 years. Lease terms may include options to extend or terminate the lease when it is reasonably certain that the Company will exercise that option.

For the three months ended March 31, 2026 and March 31, 2025, total operating lease expense was \$3.3 million and \$3.0 million, respectively. The weighted average remaining lease term at March 31, 2026 and December 31, 2025 was 6.5 years and 6.7 years, respectively. The weighted average discount rate at March 31, 2026 and December 31, 2025 was 4.73% and 4.70%, respectively.

The following table includes supplemental cash flow information for the three months ended March 31, 2026 and March 31, 2025, and supplemental balance sheet information at March 31, 2026 and December 31, 2025 related to operating leases (in thousands):

Supplemental cash flow information	Three Months Ended March 31,	
	2026	2025
Cash paid for amounts included in the measurement of operating lease liabilities	\$ 3,234	\$ 2,661
Operating ROU assets obtained in exchange for lease liabilities	\$ 1,474	\$ 692
Supplemental balance sheet information	March 31, 2026	December 31, 2025
Operating lease ROU assets	\$ 51,404	\$ 52,632
Operating lease liabilities:		
Accrued expenses and other current liabilities	\$ 12,560	\$ 12,079
Operating lease liabilities	40,138	41,755
Total operating lease liabilities	\$ 52,698	\$ 53,834

The following table summarizes maturities of operating lease liabilities at March 31, 2026 (in thousands):

Maturities of operating lease liabilities		
2026	\$	9,708
2027		12,390
2028		10,948
2029		5,559
2030		4,319
Thereafter		19,783
Total lease payments		62,707
Less imputed interest		(10,009)
Total operating lease liabilities	\$	<u>52,698</u>

11. FINANCIAL INSTRUMENTS

The Company considers the recorded value of its financial assets and liabilities, consisting primarily of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses, other current liabilities, and debt to approximate the fair value of the respective assets and liabilities on the Condensed Consolidated Balance Sheets at March 31, 2026 and December 31, 2025.

12. STOCKHOLDERS' EQUITY

Earnings Per Share

The following table sets forth the computation of basic and diluted earnings per share (in thousands, except share and per share data):

	Three Months Ended March 31,	
	2026	2025
Numerator:		
Net income available to common shareholders	\$ 61,403	\$ 60,434
Denominator:		
Basic weighted average shares outstanding	105,058,351	107,180,665
Effect of dilutive securities:		
Stock appreciation rights and options	15,000	34,543
Restricted stock	59,160	68,876
Diluted weighted average shares outstanding	105,132,511	107,284,084
Basic earnings per share	\$ 0.58	\$ 0.56
Diluted earnings per share	\$ 0.58	\$ 0.56

Diluted earnings per share is computed using the weighted average number of shares determined for the basic earnings per share computation plus the dilutive effect of common stock equivalents using the treasury stock method. The computation of diluted earnings per share excludes the following potentially dilutive securities because the effect would be anti-dilutive:

	Three Months Ended March 31,	
	2026	2025
Stock appreciation rights	160,044	129,069
Restricted stock	175,010	92,795

Stock Repurchase Program

On May 4, 2023, the Trex Board of Directors adopted a stock repurchase program (2023 Stock Repurchase Program) of up to 10.8 million shares of its outstanding common stock. The 2023 Stock Repurchase Program has no set expiration date. On February 26, 2026, Trex entered into an Accelerated Stock Repurchase program (ASR) under the 2023 Stock Repurchase Program. As such, the Company made a prepayment of \$100 million to Wells Fargo and received an initial delivery of 1.9 million shares valued at approximately 80% of the prepayment amount. During the three months ended, March 31, 2026, the Company repurchased 1.9 million shares under the ASR based on the initial delivery described in the preceding sentence. The total number of shares the Company will ultimately repurchase and the average price per share will be based on the average of the daily volume-weighted average prices of its

common stock during the term of the ASR Agreement, less a negotiated discount and subject to customary adjustments, and is expected to occur no later than the second quarter of 2026.

As of March 31, 2026 the remaining number of shares available for repurchase under the 2023 Stock Repurchase Program is 5,516,405.

On April 28, 2026, the Trex Board of Directors authorized an additional 10 million shares to be repurchased under the 2023 Stock Repurchase Program.

13. REVENUE FROM CONTRACTS WITH CUSTOMERS

The Company principally generates revenue from the manufacture and sale of its high-performance, low-maintenance, eco-friendly wood-alternative decking and railing products and accessories. Substantially all of its revenues are from contracts with customers, which are purchase orders of short-term duration of less than one year. Its customers, in turn, sell primarily to the residential market, which includes replacement, remodeling and new construction related to outdoor living products. The Company satisfies its performance obligations at a point in time. The shipment of each product is a separate performance obligation as the customer is able to derive benefit from each product shipped and no performance obligation remains after shipment. Upon shipment of the product, the customer obtains control over the distinct product and Trex satisfies its performance obligation. Any performance obligation that remains unsatisfied at the end of a reporting period is part of a contract that has an original expected duration of one year or less. Any variable consideration related to the unsatisfied performance obligation is allocated wholly to the unsatisfied performance obligation, is recognized when the product ships and the performance obligation is satisfied and is included in “Accrued expenses and other liabilities, Sales and marketing” in Note 8 to the Condensed Consolidated Financial Statements. For the three months ended March 31, 2026 and March 31, 2025, the Company’s net sales were \$343,403 and \$339,993, respectively. During these periods, revenues were recognized at a point in time upon transfer of its outdoor living products under variable consideration contracts into the building products market.

14. STOCK-BASED COMPENSATION

At the annual meeting of stockholders of the Company held on May 4, 2023, the Company’s stockholders approved the Trex Company, Inc. 2023 Stock Incentive Plan (Plan). The Company’s board of directors unanimously approved the Plan on April 10, 2023, subject to stockholder approval. The Plan amends and restates in its entirety the Trex Company, Inc. 2014 Stock Incentive Plan (2014 Plan), which was last approved by the Company’s stockholders at the annual meeting held on April 30, 2014. The Plan, which will be administered by the compensation committee of the board of directors, provides for the grant of stock options, restricted stock, restricted stock units, stock appreciation rights and unrestricted stock, which are referred to collectively as “awards.” Awards may be granted under the Plan to officers, directors (including non-employee directors) and other employees of the Company or any subsidiary thereof, to any adviser, consultant, or other provider of services to the Company (and any employee thereof), and to any other individuals who are approved by the board of directors as eligible to participate in the Plan. Only employees of the Company or any subsidiary thereof are eligible to receive incentive stock options. Subject to certain adjustments as provided in the Plan, the total number of shares of common stock available for future grants under the Plan is 3,409,507 shares.

The following table summarizes the Company’s stock-based compensation grants for the three months ended March 31, 2026:

	Stock Awards Granted	Weighted- Average Grant Price Per Share
Time-based restricted stock units	124,974	\$ 41.43
Performance-based restricted stock units (a)	104,560	\$ 44.34

- (a) Includes 84,878 of target performance-based restricted stock unit awards granted during the three months ended March 31, 2026, and adjustments of 19,682 grants due to the actual performance level achieved for restricted stock and restricted stock units awarded in 2023.

The fair value of each SAR is estimated on the date of grant using a Black-Scholes option-pricing formula. No SARs were issued in the three months ended March 31, 2026. For SARs issued in the three months ended March 31, 2025, the data and assumptions shown in the following table were used:

	Three Months Ended March 31, 2025
Weighted-average fair value of grants	\$ 33.49
Dividend yield	0%
Average risk-free interest rate	4.3%
Expected term (years)	5
Expected volatility	51.7%

The Company recognizes stock-based compensation expense ratably over the period from the grant date to the earlier of: (1) the vesting date of the award, or (2) the date the grantee is eligible to retire without forfeiting the award. For performance-based restricted stock and performance-based restricted stock units, expense is recognized ratably over the performance and vesting period of each tranche based on management's judgment of the ultimate award that is likely to be paid out based on the achievement of the predetermined performance measures. For the employee stock purchase plan, compensation expense is recognized related to the discount on purchases. Stock-based compensation expense is included in "Selling, general and administrative expenses" in the Condensed Consolidated Statements of Comprehensive Income. The following table summarizes the Company's stock-based compensation expense (in thousands):

	Three Months Ended March 31,	
	2026	2025
Stock appreciation rights	\$ 272	\$ 295
Time-based restricted stock and restricted stock units	1,431	826
Performance-based restricted stock and restricted stock units	875	1,140
Employee stock purchase plan	56	52
Total stock-based compensation	\$ 2,634	\$ 2,313

Total unrecognized compensation cost related to unvested awards as of March 31, 2026 was \$18.2 million. The cost of these unvested awards is being recognized over the requisite vesting period of each award.

15. INCOME TAXES

The Company's effective tax rate for the three months ended March 31, 2026 and March 31, 2025, was 26.5% and 25.9%, which resulted in income tax expense of \$22.1 million and \$21.2 million, respectively.

During the three months ended March 31, 2026 and March 31, 2025, the Company realized \$(0.1) million and \$(0.1) million, respectively, of excess tax expense from stock-based awards and recorded a corresponding expense to income tax expense.

The Company analyzes its deferred tax assets each reporting period, considering all available positive and negative evidence in determining the expected realization of those deferred tax assets. As of March 31, 2026, the Company maintains a valuation allowance of \$2.2 million against deferred tax assets primarily related to state tax credits it estimates will expire before they are realized.

The Company operates in multiple tax jurisdictions, and, in the normal course of business, its tax returns are subject to examination by various taxing authorities. Such examinations may result in future assessments by these taxing authorities, and the Company accrues a liability when it believes that it is more likely than not that benefits of tax positions will not be realized. The Company believes that adequate provisions have been made for all tax returns subject to examination. As of March 31, 2026, for certain tax jurisdictions tax years 2021 through 2025 remain subject to examination. Sales made to foreign distributors are not taxable in any foreign jurisdiction as the Company does not have a taxable presence in any foreign jurisdiction.

16. SEGMENT INFORMATION

The Company operates in one reportable segment, with resource allocation and assessment of financial performance based on a consolidated basis.

Trex manufactures wood alternative decking and railing and related outdoor living products marketed under the brand name Trex®. The products are sold to its distributors and two national retailers who, in turn, sell primarily to the residential market, which includes replacement, remodeling and new construction.

The Company's reportable segments are determined in accordance with its internal management structure, which is based on operations. The Company has identified its President and Chief Executive Officer as the Chief Operating Decision Maker (CODM).

The Company's CODM has final authority over resource allocation decisions and performance assessments and makes key operating decisions. The primary objective of the CODM is to optimize positive Company-wide performance and financial results. The CODM evaluates segment performance primarily based on net income and net sales. The CODM uses net income to assess performance and allocate resources as this measure provides insight into all aspects of the segment's operations and overall success of the segment for a given period. The CODM also uses net sales to assess performance and allocate resources as this measure represents the amount of business the segment engaged in during a given period of time, is an indicator of market growth and acceptance of segment products, and represents the segment's customers' spending habits along with the amount of product the segment sells relative to its competitors. In addition, the CODM reviews significant segment expenses with a primary focus on cost of sales and total selling, general, and administrative expenses. These measures are provided in the accompanying Condensed Consolidated Statements of Comprehensive Income. Segment assets are reported on the Condensed Consolidated Balance Sheets.

17. SEASONALITY

The operating results for Trex have historically varied from quarter to quarter. Seasonal, erratic or prolonged adverse weather conditions may reduce the level of home improvement and construction activity and can shift sales of its products to a later period or decrease overall sales in affected locations. As part of its normal business practice and consistent with industry practice, Trex has historically offered incentive programs to its distributors and dealers to build inventory levels before the start of the prime deck-building season in order to ensure adequate availability of its product to meet anticipated seasonal consumer demand. The seasonal effects are often offset by the positive effect of the incentive programs.

18. COMMITMENTS AND CONTINGENCIES

Product Warranty

The Company warrants that for the applicable warranty period its products, when properly installed, used and maintained, will be free from material defects in workmanship and materials and its decking, cladding, fascia and railing products will not split, splinter, rot or suffer structural damage from termites or fungal decay.

Products sold on or after January 1, 2023: The warranty period for residential use is 50 years for Transcend[®] decking, 35 years for Select[®] decking and Universal Fascia, and 25 years for Enhance[®] decking and Transcend, Select, Enhance and Signature[®] railing. The warranty period for commercial use is 10 years, excluding Signature railing and Transcend cladding, which each have a warranty period of 25 years. The Company further warrants that Trex Transcend, Trex Enhance and Trex Select decking and cladding and Universal Fascia products will not fade in color from light and weathering exposure more than a certain amount and will be resistant to permanent staining from food and beverage substances or mold and mildew, provided the stain is cleaned within seven days of appearance, for the warranty period referred to above. If there is a breach of such warranties, the Company has an obligation either to replace the defective product or refund the purchase price.

Products sold prior to January 1, 2023: The warranty period is 25 years for residential use and 10 years for commercial use. With respect to Trex Signature railing, the warranty period is 25 years for both residential and commercial use. The Company further warrants that Trex Transcend, Trex Enhance, Trex Select and Universal Fascia products will not fade in color more than a certain amount and will be resistant to permanent staining from food substances or mold, provided the stain is cleaned within seven days of appearance, for the warranty period referred to above. If there is a breach of such warranties, the Company has an obligation either to replace the defective product or refund the purchase price.

The Company maintains a warranty reserve for the settlement of its product warranty claims. The Company accrues for the estimated cost of product warranty claims at the time revenue is recognized based on such factors as historical claims experience and future claims experience. To estimate our future claims experience, the Company utilizes actuarial techniques to determine a reasonable possible range of amounts to be paid related to defects covered by our product warranty. The actuarial techniques consider claims received, claims closed, and the corresponding amounts paid. Estimates for these elements are quantified using a range of assumptions derived from claim history and consideration of additional factors influencing claim counts or costs incurred to settle claims in order determine the best estimate of future claims for which to record a related liability. Management reviews and adjusts these estimates, if necessary, based on the differences between actual experience and historical estimates.

The Company monitors claims activity each quarter for indications that its estimates require revision. The Company uses the best and most complete underlying information available and a rational methodology to determine its warranty obligations. The Company considers all available evidence to assess the reasonableness of all key assumptions underlying its estimated warranty obligations.

The Company's analysis is based on currently known facts and a number of assumptions, as discussed above, and current expectations. Projecting future events such as the number of claims to be received, the number of claims that will require payment and the costs associated with settling claims could cause the actual warranty liability to be higher or lower than projected, which could materially affect the Company's financial condition, results of operations or cash flows.

The Trex product warranty reserve activity consisted of the following, and is included in Accrued warranty and Non-current accrued warranty in the Consolidated Balance Sheets (in thousands):

	Three Months Ended March 31, 2026
	Product Warranty
Beginning balance, January 1	\$ 29,740
Provisions and changes in estimates	2,056
Settlements made during the period	(1,454)
Ending balance, March 31	<u>\$ 30,342</u>

	Three Months Ended March 31, 2025
	Product Warranty
Beginning balance, January 1	\$ 22,835
Provisions and changes in estimates	2,550
Settlements made during the period	(1,594)
Ending balance, March 31	<u>\$ 23,791</u>

Legal Matters

The Company has lawsuits, as well as other claims, pending against it which are ordinary routine litigation and claims incidental to the business. Management has evaluated the merits of these lawsuits and claims and believes that their ultimate resolution will not have a material effect on the Company's consolidated financial condition, results of operations, liquidity or competitive position.

Industrial Revenue Bonds

In October 2021, the Company announced plans to add a third manufacturing facility located in Little Rock, Arkansas (Little Rock). Construction on the new facility began in the second quarter of 2022. In connection with the construction of the new facility, during 2024 the Company and Little Rock entered into an agreement in which Little Rock agreed to issue up to \$450 million of its industrial revenue bonds (IRBs) for the purpose of constructing a manufacturing facility. Under the agreement, the Company transferred ownership of the facility to Little Rock and simultaneously leased the related asset from Little Rock. The Company is also the purchaser of the IRBs and, therefore, is the bondholder as well as the borrower/lessee of the Little Rock facility purchased with the IRB proceeds.

As a result of the agreement, the Company was able to reduce the cost of certain state and local tax expenditures for twenty years. The Company has a purchase option included in the lease agreement for below the fair value of the asset, which prevents the transfer of the asset to Little Rock from being recognized as a sale. Furthermore, the Company has not derecognized the transferred asset and continues to recognize it in property, plant and equipment in the Consolidated Balance Sheets. The Company has the right and intends to set-off any obligations to make payments under the finance liability, with proceeds due from the IRBs. The liability and IRB asset are equal and are reported net in the Consolidated Balance Sheets. As of March 31, 2026, the gross asset and liability associated with the IRBs was \$450 million.

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

The following management discussion should be read in conjunction with the Trex Company, Inc. (Trex, Company, we or our) Annual Report on Form 10-K for the year ended December 31, 2025 filed with the U.S. Securities and Exchange Commission (SEC) and the condensed consolidated financial statements and notes thereto included in Part I, Item 1. “Financial Statements” of this quarterly report.

NOTE ON FORWARD-LOOKING STATEMENTS

This management’s discussion and analysis contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. All statements regarding our expected financial position and operating results, our business strategy, our financing plans, forecasted demographic and economic trends relating to our industry and similar matters are forward-looking statements. These statements can sometimes be identified by our use of forward-looking words such as “may,” “will,” “anticipate,” “estimate,” “expect,” “intend” or similar expressions. We cannot promise you that our expectations in such forward-looking statements will turn out to be correct. Our actual results could be materially different from our expectations because of various factors, including the factors discussed under “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2025 filed with the SEC. These statements are also subject to risks and uncertainties that could cause the Company’s actual operating results to differ materially. Such risks and uncertainties include, but are not limited to: the extent of market acceptance of the Company’s current and newly developed products; the costs associated with the development and launch of new products and the market acceptance of such new products; the sensitivity of the Company’s business to general economic conditions; the impact of seasonal and weather-related demand fluctuations on inventory levels in the distribution channel and sales of the Company’s products; the availability and cost of third-party transportation services for the Company’s products and raw materials; the Company’s ability to obtain raw materials, including scrap polyethylene, wood fiber, and other materials used in making our products, at acceptable prices; increasing inflation and tariffs in the macro-economic environment; the Company’s ability to maintain product quality and product performance at an acceptable cost; the Company’s ability to increase throughput and capacity to adequately match supply with demand; the level of expenses associated with warranty claims, product replacement and consumer relations expenses related to product quality; the highly competitive markets in which the Company operates; cyber-attacks, security breaches or other security vulnerabilities; the impact of current and upcoming data privacy laws and the EU General Data Protection Regulation and the related actual or potential costs and consequences; material adverse impacts from global public health pandemics, geopolitical conflicts; and material adverse impacts related to labor shortages or increases in labor costs.

OVERVIEW

The following MD&A is intended to help the reader understand the operations and current business environment of the Company. The MD&A is provided as a supplement to, and should be read in conjunction with, our Condensed Consolidated Financial Statements and the accompanying notes thereto contained in “Item 1. Condensed Consolidated Financial Statements” of this report. MD&A includes the following sections:

- *Operations and Products* — a general description of our business, a brief overview of our reportable segment’s products, and a discussion of our operational highlights.
- *Highlights and Financial Performance Quarter-to-Date and Year-to-Date* — a summary of financial performance and highlights for the three months ended March 31, 2026, a general discussion of factors that may affect our operations, and a description of relevant financial statement line items.
- *Results of Operations* — an analysis of our consolidated results of operations for the three months ended March 31, 2026 compared to the three months ended March 31, 2025.
- *Liquidity and Capital Resources* — an analysis of cash flows; contractual obligations, and a discussion of our capital and other cash requirements.

OPERATIONS AND PRODUCTS

Trex is the world’s largest manufacturer of high-performance wood alternative decking and railing products and a leader in outdoor living products, which are marketed under the brand name Trex® and manufactured in the United States. With more than 30 years of product experience, we offer a comprehensive set of aesthetically appealing and durable, low-maintenance product offerings in the decking, railing, fencing and outdoor lighting categories. A majority of the products are eco-friendly and leverage recycled and reclaimed materials to the extent possible. Trex decking is made in a proprietary process that combines reclaimed wood fibers and recycled polyethylene film, making Trex one of the largest recyclers of plastic film in North America. In addition to resisting fading and surface staining, Trex products require no sanding and sealing, resist moisture damage, provide a splinter-free surface and do not require chemical treatment against rot or insect infestation. Combined, these aspects yield significant aesthetic advantages and lower maintenance than wood decking and railing and ultimately render Trex products less costly than wood over the life of the deck. Special characteristics (including resistance to splitting, the ability to bend, and ease and consistency of machining and finishing)

facilitate installation, reduce contractor call-backs and afford consumers a wide range of design options. Trex products are sold to distributors and home centers for final resale primarily to the residential market.

Trex offers the following products:

<p>Decking and Accessories</p>	<p>Our principal decking products are Trex Signature[®], Trex Transcend[®] Lineage[™], Trex Transcend[®], Trex Refuge[™], Trex Select[®], and Trex Enhance[®]. Our high performance, low maintenance decking products feature a protective shell for enhanced protection against fading, staining, mold, and scratching. Our eco-friendly composite decking products are comprised of a blend of 95 percent reclaimed wood fibers and recycled polyethylene film, and our PVC decking product features ignition resistance. Trex Signature decking offers realistic woodgrain aesthetics that raise the bar for beauty, performance, and sustainability and is available in two luxurious hues inspired by stunning natural settings. Trex Transcend Lineage is the next generation of design and performance in composite decking and is available in seven luxurious, on-trend hues inspired by some of the most picturesque locales in the United States. Our Trex Transcend decking provides elevated aesthetics paired with the highest level of performance and is available in six multi-tonal monochromatic classical earth tones and premium tropical colors. Trex Refuge decking features a refined wire brushed grain pattern and is offered in two hues. Trex Select decking offers the perfect pairing of price and minimal maintenance and is available in two nature-inspired earth tone colors and three subtly streaked on trend hues. Our Trex Enhance boards pair the beauty of authentic wood-grain appearance with the durability of composite with minimal maintenance and the affordability of wood and is available in six natural and four basic colors.</p> <p>We also offer accessories to our decking products. The Trex Hideaway[®] Fastener Collection, offers solutions for every Trex deck fastening and finishing need, featuring color-matched screws and plugs, specially engineered bits, depth setters, and clips, designed to make installation easier and more efficient while delivering a clean, cohesive aesthetic. Trex DeckLighting[™], an outdoor lighting system, is a line of energy-efficient LED dimmable deck lighting designed to use 75% less energy compared to incandescent lighting. It can be installed into the railing, stair risers, or the deck itself. The line includes a post cap light, deck rail light, riser light, a soffit light, and a recessed deck light.</p>
<p>Railing</p>	<p>Our railing products are Trex Signature[®] X-Series[™] Railing, Trex Signature[®] aluminum railing, Trex Transcend Railing, Trex Select[®] Railing, Trex Select[®] T-Rail, and Trex Enhance[™] Railing. Our high-performance cable rail, frameless glass rail, composite, and aluminum-deck railing kits and systems are sustainably manufactured, easy to install, and durable. Trex railing systems are built with the same durability as Trex decking and will not rot, warp, peel, or splinter and resist fading and corrosion. Trex Signature X-Series, made from approximately 30 percent recycled materials, is available in Charcoal Black with stainless steel or glass infill. Trex Signature aluminum railing, made from a minimum of 40 percent recycled content, is available in three colors and designed for consumers who want a sleek, contemporary look. Trex Transcend Railing, made from approximately 40 percent recycled content, is available in four colors that complement our Trex decking products. Trex Select[®] Railing, made from approximately 40 percent recycled content, is offered in a white finish and is ideal for consumers who desire a simple clean finished look for their deck. Trex Select[®] T-Rail, made from a minimum of 40 percent recycled materials, is available in square composite balusters in Classic White for a cohesive, coordinated look, or round aluminum balusters in Charcoal Black for a more modern contrast. Trex Enhance[™] composite railing is made from approximately 35 percent recycled materials and is available in four colors, and our Trex Enhance Steel line is available in Charcoal Black and expands the Trex addressable market.</p>
<p>Fencing</p>	<p>Our Trex Seclusions[®] composite fencing product is offered through two specialty distributors. This product consists of structural posts, bottom rails, pickets, top rails, and decorative post caps. The top and bottom rails of Trex fencing are designed to provide a “picture frame” element and the deep rich colors have a matte surface to prevent harsh sunlight reflections.</p>
<p>Cladding</p>	<p>Our cladding products are Trex Signature[®] and Trex Transcend[®] Lineage[™], and Trex Transcend[®]. Our high-performance, low-maintenance, eco-friendly composite cladding products are comprised of a blend of 95 percent reclaimed wood fibers and recycled polyethylene film and feature a protective polymer shell for enhanced protection against fading, staining, mold, and scratching. Trex Signature cladding offers realistic woodgrain aesthetics that raise the bar for beauty and performance and is available in hues inspired by stunning natural settings. Trex Transcend Lineage cladding is available in six luxurious on trend hues. Trex Transcend cladding is available in six multi-tonal monochromatic classical earth tones and premium tropical colors.</p>

We are a licensor in a number of licensing agreements with third parties to manufacture and sell products under the Trex trademark. Our licensed products are:

Trex® Outdoor Furniture™	A line of outdoor furniture products manufactured and sold by PolyWood, Inc.
Trex® RainEscape®, Trex® Protect, Trex® RainEscape® Soffit Light, and Trex® Seal™ Ledger Flashing Tape	An above joist deck drainage system manufactured and sold by IBP, LLC. Trex Protect Joist, Beam and Rim tape is a self-adhesive butyl tape that protects wooden deck framing/substructure elements. Trex RainEscape Soffit Light is a plug-and-play LED Soffit light that is installed in the under-deck ceiling of a two-story deck. Trex Seal Ledger Flashing tape is butyl flashing tape with an aluminum liner.
Trex® Pergola	Pergolas made from low maintenance aluminum reinforced cellular PVC, manufactured by Home & Leisure, Inc. dba Structureworks Fabrication.
Trex® Lattice	Outdoor lattice boards manufactured and sold by Structureworks Fabrication.
Trex® Cornhole	Cornhole boards manufactured and sold by Johnson Enterprises, LLC. under a Trademark License Agreements with Trex Company, Inc.
Trex® Blade	A specialty saw blade for wood-alternative composite decking manufactured and sold by Freud America, Inc.
Trex® Spiral Stairs	A staircase alternative for use with all deck substructures manufactured and sold by SS Industries dba Paragon Stairs.
Trex® Outdoor Kitchens	Outdoor kitchen cabinetry manufactured and sold by Danver Outdoor Kitchens.

HIGHLIGHTS AND FINANCIAL PERFORMANCE

Highlights:

- *Trex named Green Builder Media's Sustainable Brand leader* in the decking category for the 16th consecutive year. Trex® Refuge™ was also selected by Green Builder editors as one of the most sustainable products of the year for 2026.
- *Trex Named One of America's Most Trustworthy Companies.* Trex was named to Newsweek's list of the Most Trustworthy Companies in America 2026.
- *Trex Goes All Out With "Performance-Engineered" Brand Campaign.* New creative concepts amplify brand visibility across major sports and lifestyle platforms.
- *Trex Launches Refuge™ Decking,* an ignition resistant PVC decking line performance engineered for use in select regions with heightened fire safety requirements.
- *Trex Expands Enhance® Decking* with two new on trend colors featuring the brand's exclusive SunComfortable™ technology.
- *Trex Named America's Most Trusted® Outdoor Decking* for sixth consecutive year, according to a nationwide study by Lifestory Research.
- *Trex Innovation Earns Top Industry and Global Design Honors.* Trex Select® Decking and Signature® X-Series™ Railing recognized for performance and versatility.

Financial performance. The following table presents highlights of our financial performance for the quarter and year-to-date:

	Three Months Ended			
	March 31,		\$ Change	% Change
	2026	2025		
<i>(\$ 000s omitted, except per share data)</i>				
Net sales	\$ 343,403	\$ 339,993	\$ 3,410	1.0%
Gross profit	\$ 139,022	\$ 137,731	\$ 1,291	0.9%
Net income	\$ 61,403	\$ 60,434	\$ 969	1.6%
EBITDA*	\$ 101,876	\$ 95,912	\$ 5,964	6.2%
Diluted earnings per share	\$ 0.58	\$ 0.56	\$ 0.02	3.6%

**A reconciliation of Net Income (GAAP) to EBITDA (non-GAAP) is presented on page 20 of this document under "Net Income and Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA)."*

Capital expenditures and intangibles. During the three months ended March 31, 2026, we spent a total of \$25.0 million on capital expenditures and intangibles, including \$13.0 million for the Arkansas manufacturing facility, \$2.6 million in cost reduction initiatives, \$1.9 million for our ERP tool and other platforms, and \$7.5 million in all other including capacity expansion in our existing facilities.

RESULTS OF OPERATIONS

General. Our results of operations are affected by a number of factors, including, but not limited to, the cost to manufacture and distribute products, cost of raw materials, inflation, interest rates, tariffs, consumer spending and preferences, the impact of any supply chain disruptions, economic conditions, and any adverse effects from global health pandemics and geopolitical conflicts.

Conflict with Iran. To date, U.S. and Israel's conflict with Iran has not materially affected our business or our results of operations. We will continue to closely monitor the potential economic impact of the conflict on commodity and fuel prices, supply chains, pricing of raw materials, and its impact on consumer confidence. We cannot predict the impact continued conflict may have on the economy, our industry, or our business.

Net Sales. Net sales consist of sales, net of discounts. The level of net sales is principally affected by sales volume and the prices paid for Trex products. Trex operating results have historically varied from quarter to quarter. Seasonal, erratic or prolonged adverse weather conditions in certain geographic regions reduce the level of home and commercial improvement and residential and commercial construction and can shift sales of our products to a later period or decrease overall sales in affected locations. As part of our normal business practice and consistent with industry practice, we have historically provided our distributors and dealers of our Trex products incentives to build inventory levels before the start of the prime deck-building season to ensure adequate availability of our product to meet anticipated seasonal consumer demand and to enable production planning. These incentives include payment discounts, favorable payment terms, price discounts, or volume rebates on specified products and other incentives based on increases in purchases as part of specific promotional programs. The timing of our incentive programs can significantly impact sales, receivables and inventory levels during the offering period.

Gross Profit. Gross profit represents the difference between net sales and cost of sales. Cost of sales consists of raw material costs, direct labor costs, manufacturing costs, subcontract costs and freight. Raw material costs generally include the costs to purchase and transport reclaimed wood fiber, reclaimed polyethylene, pigmentation for coloring our products, and commodities used in the production of railing. Direct labor costs include wages and benefits of personnel engaged in the manufacturing process. Manufacturing costs consist of costs of depreciation, utilities, maintenance supplies and repairs, indirect labor, including wages and benefits, and warehouse and equipment rental activities.

Tariffs account for less than 5% of our cost of sales. The majority of tariffs are related to purchases of aluminum and steel used in our railing and fastening products. We have and will further mitigate some of the impact on our cost of sales through supplier negotiations and pricing actions.

Selling, General and Administrative Expenses. The largest component of selling, general and administrative expenses is personnel related costs, which includes salaries, commissions, incentive compensation, and benefits of personnel engaged in sales and marketing, accounting, information technology, corporate operations, research and development, and other business functions. Another component of selling, general and administrative expenses is branding and other sales and marketing costs, which are used to build brand awareness. These costs consist primarily of advertising, merchandising, and other promotional costs. Other general and administrative expenses include professional fees, office occupancy costs attributable to the business functions previously referenced, and consumer relations expenses. As a percentage of net sales, selling, general and administrative expenses may vary from quarter to quarter due, in part, to the seasonality of our business.

Below is the discussion and analysis of our operating results and material changes in our operating results for the three months ended March 31, 2026 (2026 quarter) compared to the three months ended March 31, 2025 (2025 quarter).

Three Months Ended March 31, 2026 Compared To The Three Months Ended March 31, 2025

Net Sales

	Three Months Ended March 31,		\$ Change	% Change
	2026	2025		
	(dollars in thousands)			
Net sales	\$ 343,403	\$ 339,993	\$ 3,410	1.0%

Net sales increased by \$3.4 million, or 1%, in the 2026 quarter compared to the 2025 quarter. The increase was substantially due to price increases taken in the second quarter of 2025, partially offset by a decrease in volume. First quarter volume is largely driven by channel stocking to support the second and third quarter peak buying season. With our level load production strategy implemented in 2025, we have elected to reduce channel inventories for the early part of the year and rely on our own inventory to support peak channel requirements later in the year, resulting in lower first quarter volume.

Gross Profit

	Three Months Ended March 31,		\$ Change	% Change
	2026	2025		
	(dollars in thousands)			
Cost of sales	\$ 204,381	\$ 202,262	\$ 2,119	1.0%
% of total net sales	59.5%	59.5%		
Gross profit	\$ 139,022	\$ 137,731	\$ 1,291	0.9%
Gross margin	40.5%	40.5%		

Gross profit as a percentage of net sales, gross margin, was 40.5% in the 2026 quarter and the 2025 quarter. Gross margin in the 2026 quarter was favorably impacted by pricing and absorption due to higher production compared to the 2025 quarter, offset by increased incentives.

Selling, General and Administrative Expenses

	Three Months Ended March 31,		\$ Change	% Change
	2026	2025		
	(dollars in thousands)			
Selling, general and administrative expenses	\$ 55,517	\$ 56,068	\$ (551)	(1.0)%
% of total net sales	16.2%	16.5%		

Selling, general and administrative expenses decreased \$0.5 million to \$55.5 million, or 16.2% of net sales, in the 2026 quarter. The decrease was related to a \$3.0 million reduction in personnel expenses primarily for decreased self-insured medical costs and incentive compensation partially offset by increases of \$1.4 million in branding, and \$0.8 million in research and development costs.

Provision for Income Taxes

	Three Months Ended March 31,		\$ Change	% Change
	2026	2025		
	(dollars in thousands)			
Provision for income taxes	\$ 22,102	\$ 21,153	\$ 949	4.5%
Effective tax rate	26.5%	25.9%		

The effective tax rate for the 2026 quarter was 26.5% compared to 25.9% in the 2025 quarter. The increase in the effective tax rate for the 2026 quarter compared to the 2025 quarter was primarily the result of a reduction in the allowable deduction for foreign derived intangible income.

Net Income and Earnings Before Interest, Taxes, Depreciation and Amortization (EBITDA)¹ (dollars in thousands)

Reconciliation of net income (GAAP) to EBITDA (non-GAAP):

	Three Months Ended March 31, 2026	Three Months Ended March 31, 2025
Net income	\$ 61,403	\$ 60,434
Interest expense (income), net	—	76
Income tax expense	22,102	21,153
Depreciation and amortization	18,371	14,249
EBITDA	\$ 101,876	\$ 95,912

	Three Months Ended March 31,		\$ Change	% Change
	2026	2025		
EBITDA	\$ 101,876	\$ 95,912	\$ 5,964	6.2%

EBITDA increased 6.2% to \$101.9 million for the 2026 quarter compared to \$95.9 million for the 2025 quarter. The increase in EBITDA was primarily driven by an increase in net sales and gross profit.

LIQUIDITY AND CAPITAL RESOURCES

We finance operations and growth primarily with cash flows from operations, borrowings under our revolving credit facilities, operating leases and normal trade credit terms from operating activities. At March 31, 2026, we had \$4.5 million of cash and cash equivalents.

Sources and Uses of Cash. The following table summarizes our cash flows from operating, investing and financing activities (in thousands):

	Three Months Ended March 31,	
	2026	2025
Net cash used in operating activities	\$ (118,425)	\$ (154,013)
Net cash used in investing activities	(24,912)	(79,965)
Net cash provided by financing activities	144,022	237,649
Net increase in cash and cash equivalents	\$ 685	\$ 3,671

Operating Activities

Cash used in operations was \$118.4 million during the 2026 quarter compared to cash used in operations of \$154.0 million during the 2025 quarter. The \$35.6 million decrease in cash used in operating activities was primarily related to higher accounts payable and a lower increase in accounts receivable in the 2026 period relative to the prior year period. These favorable impacts were partially offset by inventory changes, as the 2026 period reflected smaller reduction in inventory compared to the prior year period.

Investing Activities

Cash used in investing activities for capital expenditures and intangibles in the 2026 quarter was \$25.0 million primarily related to \$13.0 million for the Arkansas manufacturing facility, \$2.6 million in cost reduction initiatives, \$1.9 million for our ERP tool and other platforms, and \$7.5 million in all other including capacity expansion, and maintenance upgrades.

¹EBITDA represents net income before interest, income taxes, depreciation and amortization. EBITDA is not a measurement of financial performance under accounting principles generally accepted in the United States (GAAP). We have included data with respect to EBITDA because management believes it facilitates performance comparison between the Company and its competitors. Management considers EBITDA to be an important supplemental indicator of our core operating performance because it eliminates interest, income taxes, and depreciation and amortization charges to net income. In relation to competitors, EBITDA eliminates differences among companies in capitalization and tax structures, capital investment cycles and ages of related assets. For these reasons, management believes that EBITDA provides important information regarding the operating performance of the Company. Non-GAAP financial measures should be viewed in addition to, and not as an alternative for, the Company's reported results prepared in accordance with GAAP and are not meant to be considered superior to or a substitute for our GAAP results.

Financing Activities

Net cash provided by financing activities in the 2026 quarter consisted primarily of net borrowings under our line of credit.

Stock Repurchase Program. On May 4, 2023, the Trex Board of Directors adopted a stock repurchase program (2023 Stock Repurchase Program) of up to 10.8 million shares of its outstanding common stock. The 2023 Stock Repurchase Program has no set expiration date. On February 26, 2026, Trex entered into an Accelerated Stock Repurchase program (ASR) under the 2023 Stock Repurchase Program. As such, we made a prepayment of \$100 million to Wells Fargo and received an initial delivery of 1.9 million shares valued at approximately 80% of the prepayment amount. During the three months ended, March 31, 2026 we repurchased 1.9 million shares under the ASR based on the initial delivery described in the preceding sentence. The total number of shares we will ultimately repurchase and the average price per share will be based on the average of the daily volume-weighted average prices of our common stock during the term of the ASR Agreement, less a negotiated discount and subject to customary adjustments, and is expected to occur no later than the second quarter of 2026.

As of March 31, 2026 the remaining number of shares available for repurchase under the 2023 Stock Repurchase Program is 5,516,405.

On April 28, 2026, our Board of Directors authorized an additional 10 million shares to be repurchased under the 2023 Stock Repurchase Program.

Revolving Credit Facility

Indebtedness prior to March 26, 2026. On October 10, 2024, Trex entered into a Second Amendment to the Credit Agreement (Second Amendment) with certain lending parties thereto (Lenders) to amend that Credit Agreement dated as of May 18, 2022, as amended by that certain First Amendment dated as of December 22, 2022.

The Second Amendment provides us with Revolving A Loans in the maximum principal amount of \$400,000,000 (Revolving A Loans), Revolving B Loans in the maximum principal amount of \$150,000,000 (Revolving B Loans), and Letters of Credit and Swing Line Loans (as defined in the Credit Agreement). The Second Amendment extends the maturity date of the Revolving B Loans from December 22, 2024 to December 22, 2026.

Base Rate Loans (as defined in the Credit Agreement) under the Revolving A Loan and the Swing Line Loans accrue interest at the Base Rate plus the Applicable Rate (as defined in the Credit Agreement) and Term SOFR Loans for the Revolving Loans accrue interest at the rate per annum equal to the sum of Term SOFR for such interest period plus the Applicable Rate (as defined in the Credit Agreement). The Base Rate for any day is a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 0.50%, (b) the rate of interest in effect for such day as publicly announced from time to time by BOA as its prime rate, and (c) the Term SOFR plus 1.0% subject to certain interest rate floors. Repayment of all then outstanding principal, interest, fees and costs is due at the end of the Term (as defined in the Credit Agreement).

With respect to Revolving B Loans (as defined in the Credit Agreement), for any day, the rate per annum is a tiered pricing based upon the Consolidated Debt to Consolidated EBITDA Ratio. The applicable rate for Revolving B Loans that are Base Rate Loans range between 0.20% and 1.15%. and the applicable rate for Revolving B Loans that are Term SOFR/Term SOFR Daily Floating Rate range between 1.20% and 2.15%.

Indebtedness on and after March 26, 2026. On March 26, 2026 Trex entered into a Credit Agreement with certain lending parties thereto (Lenders) to amend and restate the Credit Agreement dated as of May 18, 2022, as amended (the Prior Credit Agreement).

The Credit Agreement provides us with one or more Revolving Loans in a collective maximum principal amount of \$700,000,000 (Loan Limit) throughout the term, which ends March 26, 2031. Included within the Loan Limit are sublimits for, Letters of Credit (as defined in the Credit Agreement) in an amount not to exceed \$60,000,000 and Swing Line Loans (as defined in the Credit Agreement) in an amount not to exceed \$40,000,000.

Base Rate Loans (as defined in the Credit Agreement) under the Revolving Loans and the Swing Line Loans accrue interest at the Base Rate plus the Applicable Rate (as defined in the Credit Agreement) and Term SOFR Loans or Term SOFR Daily Floating Rate Loans for the Revolving Loans accrue interest at the rate per annum equal to the sum of Term SOFR Loans/Term SOFR Daily Floating Rate for such interest period plus the Applicable Rate (as defined in the Credit Agreement). The Base Rate for any day is a fluctuating rate per annum equal to the highest of (a) the Federal Funds Rate plus 0.50%, (b) the rate of interest in effect for such day as publicly announced from time to time by BOA as its prime rate, and (c) the Term SOFR plus 1.0% subject to certain interest rate floors. Repayment of all then outstanding principal, interest, fees and costs is due on the last day of the Term (as defined in the Credit Agreement).

At March 31, 2026, we had \$382.5 million in borrowings outstanding under our revolving credit facility. The total availability under the revolving credit facility was \$314.4 million as of March 31, 2026, which reflects a reduction for outstanding letters of credit totaling \$3.1 million.

Compliance with Debt Covenants and Restrictions. Pursuant to the terms of the Credit Agreement, the Company, is subject to certain loan compliance covenants. The Credit Agreement requires the Company to maintain (a) a Consolidated Interest Coverage Ratio of not less than 2.50 to 1.0 and (b) a Consolidated Debt to Consolidated EBITDA Ratio of not more than 3.75 to 1.0, each measured as of the end of each Fiscal Quarter, commencing with the Fiscal Quarter ended June 30, 2026. The maximum Consolidated Debt to Consolidated EBITDA Ratio is automatically increased to 4.25 to 1.0 for the Fiscal Quarter in which a qualifying Acquisition with cash consideration (including assumed or acquired Debt) of \$75,000,000 or more occurs and each of the following four Fiscal Quarters (an "Adjustment Period"), subject to a limit of two Adjustment Periods during the term of the Credit Agreement.

The Credit Agreement also contains an equity cure mechanism, under which the Company may make cash equity contributions (funded with proceeds of common equity) to be included in the calculation of Consolidated EBITDA solely for purposes of determining compliance with the financial covenants, subject to certain conditions and limitations, including that in each consecutive four Fiscal Quarter period there must be at least two Fiscal Quarters in which no such contribution is made.

The Company was in compliance with all covenants at March 31, 2026. Failure to comply with the financial covenants could be considered a default of repayment obligations and, among other remedies, could accelerate payment of any amounts outstanding.

We believe that cash on hand, cash from operations and borrowings expected to be available under our revolving credit facilities will provide sufficient funds to fund planned capital expenditures, make scheduled principal and interest payments, fund warranty payments, and meet other cash requirements. We currently expect to fund future capital expenditures from operations and financing activities. The actual amount and timing of future capital requirements may differ materially from our estimate depending on the demand for Trex products and new market developments and opportunities.

Capital Requirements. Our capital expenditure guidance for 2026 is \$100 million to \$120 million. Our capital allocation priorities for 2026 include expenditures for internal growth opportunities, manufacturing cost reductions, upgrading equipment and support systems, and acquisitions which fit our long-term growth strategy as we continue to evaluate opportunities that would be a good strategic fit for Trex, and return of capital to shareholders.

Inventory in Distribution Channels. We sell our decking and railing products through a tiered distribution system. We have over 100 distributor locations worldwide and two national retail merchandisers to which we sell our products. The distributors in turn sell the products to dealers and retail locations who in turn sell the products to end users. Significant increases in inventory levels in the distribution channel without a corresponding change in end-use demand could have an adverse effect on future sales.

Product Warranty. We warrant that for the applicable warranty period our products, when properly installed, used and maintained, will be free from material defects in workmanship and materials and our decking, cladding, fascia and railing products will not split, splinter, rot or suffer structural damage from termites or fungal decay.

Products sold on or after January 1, 2023: The warranty period for residential use is 50 years for Transcend® decking, 35 years for Select® decking and Universal Fascia, and 25 years for Enhance® decking and Transcend, Select, Enhance and Signature® railing. The warranty period for commercial use is 10 years, excluding Signature railing and Transcend cladding, which each have a warranty period of 25 years. We further warrant that Trex Transcend, Trex Enhance and Trex Select decking and cladding and Universal Fascia products will not fade in color from light and weathering exposure more than a certain amount and will be resistant to permanent staining from food and beverage substances or mold and mildew, provided the stain is cleaned within seven days of appearance, for the warranty period referred to above. If there is a breach of such warranties, we have an obligation either to replace the defective product or refund the purchase price.

Products sold prior to January 1, 2023: The warranty period is 25 years for residential use and 10 years for commercial use. With respect to Trex Signature railing, the warranty period is 25 years for both residential and commercial use. We further warrant that Trex Transcend, Trex Enhance, Trex Select and Universal Fascia products will not fade in color more than a certain amount and will be resistant to permanent staining from food substances or mold, provided the stain is cleaned within seven days of appearance, for the warranty period referred to above. If there is a breach of such warranties, we have an obligation either to replace the defective product or refund the purchase price.

We maintain a warranty reserve for the settlement of our product warranty claims. We accrue for the estimated cost of product warranty claims at the time revenue is recognized based on such factors as historical claims experience and future claims experience. To estimate our future claims experience, we utilize actuarial techniques to determine a reasonable possible range of amounts to be paid related to defects covered by our product warranty. The actuarial techniques consider claims received, claims closed, and the

corresponding amounts paid. Estimates for these elements are quantified using a range of assumptions derived from claim history and consideration of additional factors influencing claim counts or costs incurred to settle claims in order to determine the best estimate of future claims for which to record a related liability. We review and adjust these estimates, if necessary, based on the differences between actual experience and historical estimates.

We monitor claims activity each quarter for indications that our estimates require revision. We use the best and most complete underlying information available and a rational methodology to determine our warranty obligations. We consider all available evidence to assess the reasonableness of all key assumptions underlying our estimated warranty obligations.

Our analysis is based on currently known facts and a number of assumptions, as discussed above, and current expectations. Projecting future events such as the number of claims to be received, the number of claims that will require payment and the costs associated with settling claims could cause the actual warranty liability to be higher or lower than projected, which could materially affect our financial condition, results of operations or cash flows.

Seasonality. The operating results for Trex have historically varied from quarter to quarter. Seasonal, erratic or prolonged adverse weather conditions in certain geographic regions may reduce the level of home improvement and construction activity and can shift sales of our products to a later period or decrease overall sales in affected locations. As part of its normal business practice and consistent with industry practice, Trex has historically offered incentive programs to its distributors and dealers to build inventory levels before the start of the prime deck-building season in order to ensure adequate availability of its product to meet anticipated seasonal consumer demand. The seasonal effects are often offset by the positive effect of the incentive programs.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

For information regarding our exposure to certain market risks, see “Quantitative and Qualitative Disclosures about Market Risk,” in Part II, Item 7A of the Company’s Annual Report on Form 10-K for the year ended December 31, 2025. There were no material changes to the Company’s market risk exposure during the three months ended March 31, 2026.

Item 4. Controls and Procedures

The Company’s management, with the participation of its President and Chief Executive Officer, who is the Company’s principal executive officer, and its Senior Vice President and Chief Financial Officer, who is the Company’s principal financial officer, has evaluated the effectiveness of the Company’s disclosure controls and procedures as of March 31, 2026. Based on this evaluation, the President and Chief Executive Officer and the Senior Vice President and Chief Financial Officer have concluded that the Company’s disclosure controls and procedures are effective. There have been no changes in the Company’s internal control over financial reporting during the three-month period ended March 31, 2026, that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II
OTHER INFORMATION

Item 1. Legal Proceedings

The Company has lawsuits, as well as other claims, pending against it which are ordinary routine litigation and claims incidental to the business. Management has evaluated the merits of these lawsuits and claims and believes that their ultimate resolution will not have a material effect on the Company's consolidated financial condition, results of operations, liquidity or competitive position.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

(c) The following table provides information relating to the purchases of our common stock during the three months ended March 31, 2026 in accordance with Item 703 of Regulation S-K:

Period	(a) Total Number of Shares (or Units) Purchased (1)	(b) Average Price Paid per Share (or Unit) (\$)	(c) Total Number of Shares (or Units) Purchased as Part of Publicly Announced Plans or Programs (2)	(d) Maximum Number of Shares (or Units) that May Yet Be Purchased Under the Plan or Program
January 1, 2026 – January 31, 2026	—	—	—	7,427,537
February 1, 2026 – February 28, 2026	1,911,132	39.42	1,911,132	5,516,405
March 1, 2026 – March 31, 2026	49,580	41.42	—	5,516,405
Quarterly period ended March 31, 2026	1,960,712		1,911,132	

- (1) During the three months ended March 31, 2026, 49,580 shares were withheld by, or delivered to, the Company pursuant to provisions in agreements with recipients of restricted stock granted under the Company's 2014 and 2023 Stock Incentive Plan allowing the Company to withhold, or the recipient to deliver to the Company, the number of shares having the fair value equal to tax withholding due.
- (2) On May 4, 2023, the Trex Board of Directors adopted a stock repurchase program of up to 10.8 million shares of its outstanding common stock. This repurchase program has no set expiration date. During the first quarter of 2026, the Company entered into an accelerated share repurchase transaction with a third-party financial institution to repurchase an aggregate of \$100.0 million of the Company's common stock as part of its share repurchase program. At inception, the Company made an initial payment of \$100.0 million and received 1.9 million shares of common stock, representing 80% of the dollar amount of the transaction based on the February 26, 2026 closing share price, over the transaction's term (the "ASR Agreement"). The total number of shares the Company will ultimately repurchase and the average price per share will be based on the average of the daily volume-weighted average prices of our common stock during the term of the ASR Agreement, less a negotiated discount and subject to customary adjustments, and is expected to occur no later than the second quarter of 2026. As of March 31, 2026, the Company had repurchased 5,283,595 shares under the 2023 Stock Repurchase Program. The remaining number of shares available for repurchase under the 2023 Stock Repurchase Program is 5,516,405.

Item 5. Other Information

Insider Trading Arrangements

On March 5, 2026, Jacob T. Rudolph, Senior Vice President, Chief Human Resources Officer, entered into a 10b5-1 arrangement (The "10b5-1 Plan") for the sale of 1,400 shares of the Company's common stock. The 10b5-1 Plan, is intended to satisfy the affirmative defense of Rule 10b5-1(c) and will terminate on the earlier of October 29, 2026 or the date all trades pursuant to the 10b5-1 Plan are executed.

No other directors or officers (as defined in Rule 16a-1(f) of the Exchange Act) adopted, modified or terminated a contract, instruction or written plan for the purchase or sale of our securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) of the Exchange Act or non-Rule 10b5-1 trading arrangement (as defined in Item 408(c) of Regulation S-K) during the quarter ended March 31, 2026.

Item 6. Exhibits

See Exhibit Index at the end of the Quarterly Report on Form 10-Q for the information required by this Item which is incorporated by reference.

EXHIBIT INDEX

Exhibit Number	Description	Incorporated by reference			
		Form	Exhibit	Filing Date	File No.
3.1	Restated Certificate of Incorporation of Trex Company, Inc. dated July 28, 2021.	10-Q	3.6	August 2, 2021	001-14649
3.2	First Certificate of Amendment to the Restated Certificate of Incorporation of Trex Company, Inc. dated May 5, 2022	10-Q	3.2	May 9, 2022	001-14649
3.3	Amended and Restated By-Laws of the Company dated February 21, 2024	10-K	3.3	February 26, 2024	001-14649
4.1	Credit Agreement dated as of March 26, 2026 between the Company as borrower, Bank of America, N.A. (BOA), as a Lender, Administrative Agent, Swing Line Lender and L/C Issuer; Wells Fargo Bank, National Association (Wells Fargo), and TD Bank, N.A., as Co-Syndication Agents, PNC Bank, National Association, as Documentation Agent, Truist Bank, and Atlantic Union Bank (each, a Lender and collectively, the Lenders), arranged by BofA Securities, Inc. as Joint Lead Arranger and Sole Bookrunner, Wells Fargo Securities LLC, TD Bank, N.A., and PNC Capital Markets LLC, as Joint Lead Arrangers.	8-K	4.1	April 1, 2026	001-14649
10.1**	Amended and Restated Change in Control Severance Agreement dated April 28, 2026 by and between Trex Company, Inc. and Adam D. Zambanini.				
10.2**	Amended and Restated Severance Agreement dated April 28, 2026 by and between Trex Company, Inc. and Adam D. Zambanini.				
10.3**	Transition Agreement, dated February 24, 2026, by and between Bryan H. Fairbanks and Trex Company, Inc.	8-K	10.1	February 24, 2026	001-14649
10.4**	Form of Retention Agreement between Trex Company, Inc. and Prithvi S. Gandhi dated February 24, 2026.	10-K	10.10	February 25, 2026	001-14649
10.5	Form of Forward Share Repurchase Transaction Confirmation by and between Trex Company, Inc. and Wells Fargo Bank, National Association.	8-K	10.1	March 3, 2026	001-14649
31.1*	Certification of Chief Executive Officer of the Company pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.				

Exhibit Number	Description	Incorporated by reference			
		Form	Exhibit	Filing Date	File No.
31.2*	Certification of Chief Financial Officer of the Company pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934.				
32***	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. § 1350).				
101.INS*	Inline XBRL Instance Document—the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.				
101.SCH*	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents.				
104.1	Cover Page Interactive Data File—The cover page interactive data file does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.				

* Filed herewith.

** Management contract or compensatory plan or agreement.

*** Furnished herewith.

**AMENDMENT AND RESTATEMENT OF
TREX COMPANY, INC.
CHANGE IN CONTROL SEVERANCE AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT (the “Agreement”) is entered into as of April 28, 2026 (the “Effective Date”) by and between **TREX COMPANY, INC.**, a Delaware corporation (the “Company”), and **Adam D. Zambanini**, a employee of the Company (the “Eligible Employee”).

The Company and the Eligible Employee executed a Amended and Restated Change in Control Severance Agreement dated as of August 3, 2011 (the “CIC Agreement”). The parties now desire to amend the CIC Agreement in certain respects, and to incorporate such amendments in this Amended and Restated Change in Control Severance Agreement.

RECITALS:

WHEREAS, the Eligible Employee has been appointed the President and Chief Executive Officer of the Company and has been important in developing and expanding the business and operations of the Company and will possess valuable knowledge and skills with respect to such business;

WHEREAS, the Compensation Committee of the Board of Directors of the Company (the “Committee”) believes that it is in the best interests of the Company to encourage the Eligible Employee’s employment with and dedication to the Company and has authorized the Company to enter into this Agreement;

WHEREAS, the parties desire to enter into this Agreement setting forth the terms and conditions for the payment of compensation to the Eligible Employee in the event of a termination of the Eligible Employee’s employment in connection with a Change in Control (as defined herein) during the term of this Agreement;

NOW, THEREFORE, in consideration of the foregoing, the agreements and covenants set forth herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Except as otherwise provided in this Agreement, capitalized terms in this Agreement shall have the meanings set forth in this Section 1.

- (a) “Administrator” means the Committee or such other person or persons appointed from time to time by the Committee.
 - (b) “Affiliate” means any “parent corporation” and any “subsidiary corporation” of the Company, as such terms are defined in Section 424 of the Code.
 - (c) “Board” means the Board of Directors of the Company.
-

(d) “Cause” means one of the following reasons for which the Eligible Employee’s employment with the Employer is terminated: (1) Eligible Employee’s willful or grossly negligent misconduct that is materially injurious to the Employer; (2) Eligible Employee’s embezzlement or misappropriation of funds or property of the Employer; (3) Eligible Employee’s conviction of a felony or the entrance of a plea of guilty or nolo contendere to a felony; (4) Eligible Employee’s conviction of any crime involving fraud, dishonesty, moral turpitude or breach of trust or the entrance of a plea of guilty or nolo contendere to such a crime; or (5) Eligible Employee’s willful failure or refusal by the Eligible Employee to devote his full business time (other than on account of disability or approved leave) and attention to the performance of his duties and responsibilities if such breach has not been cured within 15 days after written notice thereof is given to the Eligible Employee by the Board.

(e) “Change in Control” means the first of the following events to occur after the Effective Date:

(1) The consummation of a transaction in which any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) becomes, within the 12-month period ending on the date of such person’s most recent acquisition, a “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities representing more than 35% of the voting power of the then outstanding securities of the Company; provided that a Change in Control shall not be deemed to occur as a result of a transaction in which the Company becomes a subsidiary of another corporation and in which the stockholders of the Company, immediately prior to the transaction, will beneficially own, immediately after the transaction, shares entitling such stockholders to more than 50% of all votes to which all stockholders of the other corporation would be entitled in the election of directors (without consideration of the rights of any class of stock to elect directors by a separate class vote);

(2) The consummation of (a) a merger, consolidation, or similar extraordinary event involving the Company and another entity where the stockholders of the Company, immediately prior to the merger, consolidation or similar extraordinary event, will not beneficially own, immediately after the merger, consolidation or similar extraordinary event, securities entitling such stockholders to more than 50% of all votes to which all stockholders of the surviving corporation would be entitled in the election of directors (without consideration of the rights of any class of stock to elect directors by a separate class vote), or (b) a sale or other disposition of all or substantially all of the assets of the Company; or

(3) During any 24-month period, individuals who at the beginning of any such period constitute the Board cease for any reason to constitute at least a majority thereof, unless the election, or the nomination for election by the Company's stockholders, of each director of the Company first elected during such period was approved by a vote of at least two-thirds of the directors of the Company then still in office who were directors of the Company at the beginning of such 24-month period.

- (f) "Change in Control Severance Benefits" means the benefits payable pursuant to Section 3 of this Agreement.
- (g) "Change in Control Protection Period" means the period commencing on the later of (1) the date that is 90 days before the date a Change in Control occurs or (2) the Effective Date, and ending on the second anniversary of the date the Change in Control occurs.
- (h) "Code" means the Internal Revenue Code of 1986, as amended.
- (i) "Disability" shall have the meaning given that term under the Trex Company, Inc. Disability Plan, as in effect at the time a determination of Disability is to be made.
- (j) "Employer" means the Company or an Affiliate.
- (k) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- (l) "Final Pay" means the sum of (1) the greater of (A) the Eligible Employee's annual base salary in effect immediately prior to the Change in Control, or (B) the Eligible Employee's annual base salary in effect at the time employment terminates, and (2) the greater of (A) the Eligible Employee's targeted cash bonus for the year immediately prior to the year in which the Change in Control occurs, (B) the Eligible Employee's targeted cash bonus for the year in which employment terminates or (C) the actual cash bonus earned by the Eligible Employee for the year immediately prior to the year in which employment terminates.
- (m) "Good Reason" means, without the specific written consent of the Eligible Employee, any of the following:

(1) A material and adverse change in the Eligible Employee's status or position(s) as an officer or management employee of the Employer as in effect immediately prior to the Change in Control, including, without limitation, any adverse change in his status or position as an employee of the Employer as a result of a material diminution in his duties or responsibilities or the assignment to him of any duties or

responsibilities which are materially inconsistent with such status or position(s) (other than any isolated and inadvertent failure by the Employer that is cured promptly upon his giving notice), or any removal of the Eligible Employee from or any failure to reappoint or reelect him to such position(s) (except in connection with the Eligible Employee's Severance other than for Good Reason).

(2) A 10% or greater reduction in the Eligible Employee's aggregate base salary and targeted bonus from the aggregate base salary and targeted bonus that was in effective immediately prior to the occurrence of a Change in Control, but disregarding any reduction in targeted bonus which occurs in accordance with the terms of any written bonus program as it reads immediately prior to the occurrence of a Change in Control.

(3) The failure by the Employer or any successor to continue in effect any employee benefit plan (excluding any equity compensation plan) in which the Eligible Employee is participating at the time of the Change in Control (or plans providing the Eligible Employee with similar benefits that are not materially reduced in the aggregate) other than as a result of the normal expiration of any such plan in accordance with its terms as in effect at the time of the Change in Control; or the taking of any action, or the failure to act, by the Employer or any successor which would adversely affect the Eligible Employee's continued participation in any of such plans on at least as favorable a basis to him as is the case on the date of the Change in Control or which would materially reduce his benefits under any of such plans.

(4) The Employer's requiring the Eligible Employee to be based at an office that is both more than 50 miles from where his office is located immediately prior to the Change in Control and further from his then current residence, except for required travel on the Employer's business to an extent substantially consistent with the business travel obligations which the Eligible Employee undertook on behalf of the Employer prior to the Change in Control.

(5) A material breach by the Employer of this Agreement, which breach is not cured within 15 business days after written notice thereof is given to the Employer by the Eligible Employee

- (n) "Incentive Plan" means the Trex Company, Inc. 2005 Stock Incentive Plan (or a successor plan).
- (o) "Severance" means (1) the involuntary termination of the Eligible Employee's employment by the Employer, other than for Cause, death or Disability or (2) a termination of the Eligible Employee's employment by the Eligible Employee for Good Reason, in each case, during the Change in

Control Protection Period; provided, however, that in each case the termination constitutes a “separation from service” within the meaning of Section 409A(a)(2)(A)(i) of the Code and Treasury Regulations thereunder.

- (p) “Severance Date” means the date on which the Eligible Employee incurs a Severance.

2. Term of Agreement. This Agreement shall remain in effect from the Effective Date through December 31, 2026; provided however, that (a) the Agreement shall automatically extend for additional one-year terms unless the Company provides written notice to the Eligible Employee not less than six months before the end of the then-current term; and (b) the Agreement shall automatically extend until the end of the Change in Control Protection Period if a Change in Control occurs during the term of the Agreement.

3. Change in Control Severance Benefits.

- (a) Generally. Subject to subsections (h) and (i) below and Section 4, the Eligible Employee shall be entitled to the Change in Control Severance Benefits provided in this Section 3 if he incurs a Severance during the Change in Control Protection Period. If the Eligible Employee becomes entitled to receive compensation or benefits under the terms of this Section 3, such compensation or benefits will be in lieu of any other severance or other benefits payable under any plan, program, policy or practice of or agreement or other arrangement between the Eligible Employee and the Company.
- (b) Payment of Accrued Obligations. If the Eligible Employee incurs a Severance during the Change in Control Protection Period, the Company shall pay to him a lump sum payment in cash, no later than 10 days after the Severance Date (or the date of the Change in Control, if later), equal to the sum of (1) the Eligible Employee’s accrued annual base salary and any accrued vacation pay through the Severance Date, (2) the Eligible Employee’s annual bonus earned for the fiscal year immediately preceding the fiscal year in which the Severance Date occurs if such bonus has not been paid as of the Severance Date; and (3) the Eligible Employee’s targeted cash bonus for the year in which the Severance occurs, pro-rated based upon the number of days the Eligible Employee was employed during such year.
- (c) Payment of Severance. Subject to subsections (h) and (i) below and Section 4, if the Eligible Employee incurs a Severance during the Change in Control Protection Period, the Company shall pay to him a lump sum cash payment, no later than 10 days after the Severance Date (or the date of the Change in Control, if later), equal to two and ninety-nine one-hundredths (2.99) times the Eligible Employee’s Final Pay.
- (d) **[Intentionally Omitted]**.

- (e) **[Intentionally Omitted].**
- (f) Benefit Continuation. Subject to subsections (h) and (i) below and Section 4, if the Eligible Employee incurs a Severance during the Change in Control Protection Period, commencing on the date immediately following such Eligible Employee's Severance Date and continuing for 18 months (or such lesser time as required to avoid the imposition of additional taxes under Section 409A of the Code) (the "Welfare Benefit Continuation Period"), the Company shall cover the Eligible Employee under the same type of Employer-sponsored group health plan and dental plan (e.g., individual or family coverage) and group life insurance in which he was covered as of immediately prior to his Severance Date. The Eligible Employee shall receive such continued coverage under the same terms and conditions (e.g., any requirement that employees pay all or any portion of the cost of such coverage) that would apply if the Eligible Employee had continued to be an employee of the Employer during the Welfare Benefit Continuation Period.

For each month during the Welfare Benefit Continuation Period in which the Eligible Employee's continued coverage under an insured plan is not possible, the Company shall, in lieu of providing the coverage described in the preceding paragraph, make a monthly cash payment to the Eligible Employee equal to the monthly premium the Employer would be charged for coverage of a similarly-situated employee. The Company shall not be obligated to "gross up" or otherwise compensate the Eligible Employee for any taxes due on amounts paid pursuant to the preceding sentence.

Notwithstanding any other provision of this subsection (f), the Company's obligation to provide continued coverage (or, in lieu thereof, make a cash payment) pursuant to this subsection (f) shall expire on the date the Eligible Employee becomes covered under one or more plans sponsored by a new employer (other than a successor to the Company) that, at the sole discretion of the Administrator, are determined to provide coverage at least equivalent in the aggregate to the benefits continued under this subsection (f). The coverage period for purposes of the group health continuation requirements of Section 4980B of the Code shall commence at the expiration of the Welfare Benefit Continuation Period.

- (g) Outplacement Services. Subject to subsection (i) below and Section 4, if the Eligible Employee incurs a Severance during the Change in Control Protection Period, the Company shall provide him with reasonable outplacement services for up to 12 months following the Severance Date.
- (h) Release. The Eligible Employee shall not be eligible to receive any Change in Control Severance Benefits provided in this Section 3 (other than payments under Section 3(b)) unless he first executes a written release and agreement provided by the Company substantially in the form attached

hereto as Exhibit A and does not revoke such release and agreement within the time permitted therein for such revocation.

- (i) Restriction on Timing of Distribution. Anything in this Agreement to the contrary notwithstanding, if (1) on the Eligible Employee's Severance Date, any of the Company's stock is publicly traded on an established securities market or otherwise (within the meaning of Section 409A(a)(2)(B)(i) of the Code) and (2) as a result of such termination, the Eligible Employee would receive any payment that, absent the application of this Section 3(i), would be subject to interest and additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(2)(B)(i) of the Code, then no such payment shall be payable prior to the date that is the earliest of (x) six months after the Eligible Employee's Severance Date, (y) the Eligible Employee's death or (z) such other date as will cause such payment not to be subject to such interest and additional tax.

4. Reduction of Change in Control Severance Benefits.

- (a) Reduction of Payments. To the extent necessary to avoid imposition of the excise tax under Section 4999 of the Code in connection with a change in control, the amounts payable or benefits to be provided to the Eligible Employee shall be reduced such that the reduction of compensation to be provided to the Eligible Employee is minimized. In applying this principle, the reduction shall be made in a manner consistent with the requirements of Section 409A of the Code, and where two economically equivalent amounts are subject to reduction but payable at different times, such amounts shall be reduced on a pro rata basis (but not below zero).
- (b) Determination. The determination that the Eligible Employee's Payment would cause him to become subject to the excise tax imposed under Section 4999 of the Code and the calculation of the amount of any reduction, shall be made, at the Company's discretion, by the Company's outside auditing firm or by a nationally-recognized accounting or benefits consulting firm designated by the Company prior to a Change in Control. The firm's expenses shall be paid by the Company.
- (c) Payment of Remaining Benefits. If a determination is made that the Eligible Employee's Change in Control Severance Benefits provided in Section 3(c) must be reduced, payment of the remaining Change in Control Severance Benefits provided in Section 3(c) shall be made in a lump sum cash payment no later than 10 days after the latter of the Severance Date or the date the determination is made.

5. Taxes; Withholding. The Eligible Employee shall be responsible for the payment of all applicable local, state and federal taxes associated with the Eligible Employee's receipt of Change in Control Severance Benefits hereunder, and the Company shall have the

right to deduct from any distributions hereunder any such taxes or other amounts required by law to be withheld therefrom.

6. Claims Procedures.

- (a) Applications for Benefits and Inquiries. Any application for benefits, inquiries about this Agreement or inquiries about present or future rights under this Agreement must be submitted to the Administrator in writing.
- (b) Denial of Claims. In the event that any application for benefits is denied in whole or in part, the Administrator must notify the applicant, in writing, of the denial of the application, and of the applicant's right to review the denial. The written notice of denial will be set forth in a manner designed to be understood by the applicant, and will include specific reasons for the denial, specific references to the provisions of this Agreement upon which the denial is based, a description of any additional material or information necessary for the applicant to perfect the claim and an explanation of why such material or information is necessary, and an explanation of the review procedure, including the applicant's right to bring a civil action under Section 502(a) of ERISA following an adverse decision on review. This written notice will be given to the applicant within 90 days after the Administrator receives the application, unless special circumstances require an extension of time, in which case, the Administrator has up to an additional 90 days. If an extension of time is required, written notice of the extension will be furnished to the applicant before the end of the initial 90-day period. This notice of extension will describe the special circumstances necessitating the additional time and the date by which the Administrator expects to render a decision on the application.
- (c) Request for a Review. Any person (or that person's authorized representative) for whom an application for benefits is denied, in whole or in part, may appeal the denial by submitting a written request for a review to the Administrator within 60 days after the application is denied. The Administrator will give the applicant (or his or her authorized representative) an opportunity to review pertinent documents in preparing a request for a review and submit written comments, documents, records and other information relating to the claim.
- (d) Decision on Review. The Administrator will provide written notice of its decision on review within 60 days after receipt of the request, unless special circumstances require an extension of time (not to exceed an additional 60 days). If an extension for review is required, written notice of the extension will be furnished to the applicant within the initial 60-day period. This notice of extension will describe the special circumstances necessitating the additional time and the date by which the Administrator expects to render a decision on review. In the event that the Administrator confirms the denial of the application for benefits in whole or in part, the notice will outline, in a

manner calculated to be understood by the applicant, the specific reasons for the decision, the specific provisions of this Agreement upon which the decision is based, a statement that the applicant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the applicant's claim for benefits, and a statement of the applicant's right to bring an action under Section 502(a) of ERISA.

- (e) Rules and Procedures. The Administrator may establish rules and procedures, consistent with this Agreement and with ERISA, as necessary and appropriate in carrying out its responsibilities in reviewing benefit claims.

7. Immediate Vesting of Equity-Based Compensation Awards upon a Change in Control. If a Change of Control occurs during the term of this Agreement, (1) the unexercised portions of all Options and SARs (as defined in the Incentive Plan) granted to the Eligible Employee under the Incentive Plan that have not expired or been forfeited pursuant to their terms shall automatically accelerate and become fully exercisable, (2) the restrictions and conditions on all outstanding Restricted Stock and Restricted Stock Units (as defined in the Incentive Plan) granted to the Eligible Employee that have not expired or been forfeited pursuant to their terms shall immediately lapse and such Restricted Stock and Restricted Stock Units shall vest, and (3) all outstanding Restricted Stock Units and Restricted Stock (as defined in the Incentive Plan) granted to the Eligible Employee that are based upon performance of the Company over a certain period of time shall become payable at the Eligible Employee's target payment for the relevant performance period (regardless of the amount of the relevant performance period that precedes the Change in Control). Where a Severance precedes the Change in Control (i.e., by operation of clause (1) of Section 1(g)) and the terms of any award granted to the Eligible Employee under the Incentive Plan would otherwise call for the forfeiture of such award upon the termination of the Eligible Employee's employment with the Company, such award shall not be deemed to be forfeited on account of the Eligible Employee's Severance and shall remain outstanding (subject to the other terms of the award, including its original term) as if the Change in Control preceded the Severance.

8. General Provisions

- (a) Amendment and Termination. This Agreement may not be terminated prior to the end of its term without the written consent of the Eligible Employee. This Agreement may be amended by the Committee at any time; provided, however, that this Agreement may not be amended without the written consent of the Eligible Employee if such amendment would in any manner adversely affect the rights of the Eligible Employee under this Agreement.
- (b) Assignment. Except as otherwise provided herein or by law, no right or interest of the Eligible Employee under this Agreement shall be assignable or transferable, in whole or in part, either directly or by operation of law or otherwise, including without limitation by execution, levy, garnishment,

attachment, pledge or in any manner; no attempted assignment or transfer thereof shall be effective. Notwithstanding the preceding sentence, if the Eligible Employee is unable to care for his affairs when a payment is due under this Agreement to the Eligible Employee, payment may be made directly to his legal guardian or personal representative.

- (c) Compliance with Section 409A. The parties intend that this Agreement and its performance shall be in compliance with applicable requirements of Section 409A of the Code so as not to subject the Eligible Employee to additions to tax and interest under Section 409A(a)(1)(B). If either party reasonably determines that any payment obligation under this Agreement will cause the Eligible Employee to incur tax obligations under Section 409A(a)(1)(B) of the Code, then the parties shall work together in good faith to adopt amendments to this Agreement or to participate in any available IRS voluntary corrections program, as appropriate to enable the Eligible Employee to avoid such tax obligations.
- (d) Governing Law. This Agreement shall be construed and enforced according to the laws of the Commonwealth of Virginia to the extent not preempted by federal law, without regard to any conflict of laws principles that would apply the law of another jurisdiction.
- (e) Severability. If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.
- (f) Headings and Terms. The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Agreement, and shall not be employed in the construction of the Agreement. Capitalized terms shall have the meanings given herein. Singular nouns shall be read as plural and masculine pronouns shall be read as feminine, and vice versa, as appropriate.
- (g) No Assurance of Employment. Neither the execution and delivery of this Agreement by the Company and the Eligible Employee nor the creation of any fund, trust or account, nor the payment of any benefits shall be construed as giving the Eligible Employee the right to be retained in the service of the Employer, and the Eligible Employee shall remain subject to discharge to the same extent as if this Agreement had never been entered into.
- (h) Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties, including the Eligible Employee and any successor to the Company. If the Eligible Employee incurs a Severance during the Change in Control Protection Period but dies before his Change in Control Severance Benefits

have been fully paid, any unpaid amounts shall be paid to the executor, personal representative or administrators of the Eligible Employee's estate in a lump sum payment no later than the fifteenth day of the third calendar month following the Eligible Employee's death.

- (i) Notice. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when hand delivered, sent by overnight courier, or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by telegram, telecopy, or telex, addressed, in the case of the Eligible Employee, to the Eligible Employee's address as shown on the Company's records, and, in the case of the Company or the Administrator, to the Company's principal office, to the attention of the General Counsel, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.
- (j) Entire Agreement. This Agreement, together with the Employment Agreement executed contemporaneously herewith, and the SAR and Restricted Stock Agreements reflecting the grants described in the Employment Agreement, sets forth the entire agreement of the parties with respect to the subject matter hereof. Any and all prior agreements or understandings with respect to such matters are hereby superseded.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the day first above written.

TREX COMPANY, INC.

By: _____

Name: Amy M. Fernandez

Title: Senior Vice President, Chief Legal Officer, Secretary and Chief Sustainability Officer

ELIGIBLE EMPLOYEE

Name: Adam D. Zambanini

AMENDED AND RESTATED SEVERANCE AGREEMENT

This Severance Agreement is entered into as of April 28, 2026, by and between Adam D. Zambanini, an individual (“Executive”) and Trex Company, Inc., a Delaware corporation (the “Company”).

Executive and the Company entered into a Severance Agreement dated as of July 27, 2023 setting forth their agreement pursuant to which Executive will receive certain benefits upon severance from the Company under certain circumstances. The parties now desire to amend the Severance Agreement. The Severance Agreement, as amended and restated, is as follows:

Recitals

Executive is an executive officer of the Company. The Company and Executive desire to set forth their agreement pursuant to which Executive will receive certain benefits upon severance from the Company under certain circumstances.

Agreement

Now, therefore, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. Term. The term of this Agreement shall be for a period beginning on the date hereof and ending on April 28, 2027. Thereafter, this Agreement shall automatically renew for successive three (3) year periods unless either party gives to the other party written notice of termination at least one (1) year prior to the end of the initial or any renewal term.

2. Termination of Employment.

(a) Termination by the Company for Cause or at the Election of Executive Without Good Reason. In the event Executive’s employment is terminated for Cause, as defined in Section 3(a), or at the election of Executive for any reason other than Good Reason, as defined in Section 3(b), the Company shall pay to Executive the compensation and benefits otherwise due and payable to Executive in a lump sum payment in cash, on the first regular payroll date after the date of termination of employment, equal to the sum of Executive’s salary earned but unpaid and any unused accrued vacation pay, minus deductions required by law, through the date of termination of employment. For the avoidance of doubt, Executive’s annual bonus for the fiscal year immediately preceding the fiscal year in which the date of termination of employment occurs shall not be paid (if such bonus has not been paid as of the date of termination of employment).

(b) Termination for Death or Disability. If Executive's employment is terminated by death or because of Disability, as defined in Section 3(c), the Company shall pay to the estate of Executive or to Executive, as the case may be, a lump sum payment in cash, payable within 10 days after termination of employment, equal to the sum of (1) Executive's salary earned but unpaid and any unused accrued vacation pay, minus deductions required by law, through the date of termination of employment, and (2) Executive's annual bonus earned for the fiscal year immediately preceding the fiscal year in which the date of termination of employment occurs, minus deductions required by law, if such bonus has not been paid as of the date of termination of employment.

(c) Termination by the Company Without Cause or By Executive for Good Reason. If Executive's employment is terminated by the Company without Cause, or is terminated by Executive for Good Reason, at any time during the Term (including extensions thereof), except during the Change in Control Protection Period (as defined in Executive's Change In Control Severance Agreement) ("Change in Control Severance Agreement"), Executive will be entitled to the following payments and benefits outlined in this Section 2(c):

(1) Payment of Accrued Obligations. The Company shall pay to Executive a lump sum payment in cash, on the first regular payroll date after the date of termination of employment, equal to the sum of (1) Executive's salary earned but unpaid and any unused accrued vacation pay, minus deductions required by law, through the date of termination of employment, and (2) Executive's annual bonus earned for the fiscal year immediately preceding the fiscal year in which the date of termination of employment occurs, minus deductions required by law, if such bonus has not been paid as of the date of termination of employment.

(2) Payment of Severance. The Company shall pay to Executive a lump sum cash payment, no later than 10 days after the effective date of the written release and agreement referenced in Section 7 of this Agreement, equal to two (2) times Executive's Final Pay as defined in Section 3(d), minus deductions required by law. In the event Executive materially breaches any non-compete or confidentiality agreement then in effect with the Company, Executive agrees to return to the Company all amounts received under this Section 2(c)(2).

(3) Equity. Outstanding equity shall vest as follows: (1) The unexercised portions of all Options and SARs (as defined in the Trex Company, Inc. 2023 Stock Incentive Plan or a predecessor or successor plan ("Incentive Plan") granted to Executive under the Incentive Plan that have not expired or been forfeited pursuant to their terms shall automatically accelerate and become fully exercisable, (2) the restrictions and conditions on all outstanding Restricted Stock and Restricted Stock Units (as defined in the

Incentive Plan) granted to the Executive that have not expired or been forfeited pursuant to their terms shall immediately lapse and such Restricted Stock and Restricted Stock Units shall vest, and (3) all outstanding Restricted Stock Units and Restricted Stock (as defined in the Incentive Plan) granted to the Executive that are based upon performance of the Company over a certain period of time shall become payable at the Executive's target payment for the relevant performance period (regardless of the amount of the relevant performance period that precedes the termination of employment).

(4) Benefit Continuation. Commencing on the date immediately following Executive's date of termination of employment and continuing for 12 months (or such lesser time as required to avoid the imposition of additional taxes under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code")) (the "Welfare Benefit Continuation Period"), the Company shall cover Executive under the same type of Company-sponsored group health plan and dental plan (e.g., individual or family coverage) in which Executive was covered immediately prior to termination of employment. The Executive shall receive such continued coverage under the same terms and conditions (e.g., any requirement that employees pay all or any portion of the cost of such coverage) that would apply if Executive had continued to be an employee of the Company during the Welfare Benefit Continuation Period.

(5) For each month during the Welfare Benefit Continuation Period in which Executive's continued coverage under an insured plan is not possible, the Company shall, in lieu of providing the coverage described in the preceding paragraph, make a monthly cash payment to Executive equal to the monthly premium the Company would be charged for coverage of a similarly-situated employee. The Company shall not be obligated to "gross up" or otherwise compensate Executive for any taxes due on amounts paid pursuant to the preceding sentence.

(6) Notwithstanding any other provision of this Section 2(c), the Company's obligation to provide continued coverage (or, in lieu thereof, make a cash payment) pursuant to this Section 2(c) shall expire on the date Executive becomes covered under one or more plans sponsored by a new employer (other than a successor to the Company) that, at the sole discretion of the Administrator, as defined in Section 3(e), are determined to provide coverage at least equivalent in the aggregate to the benefits continued under Section 2(c)(4). The coverage period for purposes of the group health continuation requirements of Section 4980B of the Code shall commence at the expiration of the Welfare Benefit Continuation Period.

(7) Release. The Executive shall not be eligible to receive any payments or benefits provided in Section 2(c) (other than payments under Section 2(c)(1)) unless Executive first executes a written release and

agreement provided by the Company and does not revoke such release and agreement within the time permitted therein for such revocation.

(8) Restriction on Timing of Distribution. Anything in this Agreement to the contrary notwithstanding, if (1) on Executive's date of termination of employment, any of the Company's stock is publicly traded on an established securities market or otherwise (within the meaning of Section 409A(a)(2)(B)(i) of the Code) and (2) as a result of such termination, Executive would receive any payment that, absent the application of this Section 2(c)(8), would be subject to interest and additional tax imposed pursuant to Section 409A(a) of the Code as a result of the application of Section 409A(a)(1)(B) of the Code, then no such payment shall be payable prior to the date that is the earliest of (x) six months after Executive's date of termination of employment, (y) Executive's death or (z) such other date as will cause such payment not to be subject to such interest and additional tax. For the avoidance of doubt, upon the Executive's involuntary separation from service (as defined in Treas. Regs. §1.409A-1(n)), the preceding sentence shall not prevent payment to the Executive during such six-month period of an aggregate amount not exceeding the lesser of (a) two (2) times the sum of the Executive's annualized compensation based upon the annual rate of pay for Executive's taxable year preceding the taxable year of the separation from service, or (b) two (2) times the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Code for the year in which the Executive has a separation from service, as permitted pursuant to Treas. Regs. §1.409A-1(b)(9) (iii).

(d) Termination During a Change in Control Protection Period. If Executive's employment is terminated during a Change in Control Protection Period (as that term is defined in Executive's Change in Control Severance Agreement), Executive shall be entitled to receive such severance payments and benefits as are set forth in Executive's Change in Control Severance Agreement, and shall not be entitled to any benefits under this Section 2.

3. Definitions.

(a) "Cause" means one of the following reasons for which the Executive's employment with the Company is terminated: (1) Executive's willful or grossly negligent misconduct that is materially injurious to the Company; (2) Executive's embezzlement or misappropriation of funds or property of the Company; (3) Executive's conviction of a felony or the entrance of a plea of guilty or nolo contendere to a felony; (4) Executive's conviction of any crime involving fraud, dishonesty, moral turpitude or breach of trust or the entrance of a plea of guilty or nolo contendere to such a crime; or (5) Executive's willful failure or refusal by Executive to devote Executive's full business time (other than on account of disability or approved leave) and attention to the performance of

Executive's duties and responsibilities if such breach has not been cured within 15 days after written notice thereof is given to the Executive by the Board.

(b) For the purposes of this Agreement, "Good Reason" shall exist upon: (1) a material and adverse change in Executive's status or position(s) as an officer or management employee of the Company, including, without limitation, any adverse change in Executive's status or position as an employee of the Company as a result of a material diminution in Executive's duties or responsibilities (other than, if applicable, any such change directly attributable to the fact that the Company is no longer publicly owned) or the assignment to Executive of any duties or responsibilities which are materially inconsistent with such status or position(s) (other than any isolated and inadvertent failure by the Company that is cured promptly upon Executive giving notice), or any removal of Executive from or any failure to reappoint or reelect Executive to such position(s) (except in connection with Executive's termination other than for Good Reason); (2) a 10% or greater reduction in Executive's aggregate Base Salary and targeted bonus, other than any such reduction proportionately consistent with a general reduction of pay across the executive staff as a group, as an economic or strategic measure due to poor financial performance by the Company; (3) Company's requiring Executive to be based at an office that is both more than 50 miles from where Executive's office is located and further from Executive's then current residence; or (4) a material breach by the Company of this Agreement; provided, however, that if any of the conditions in this Section 3(b) exists, Executive must provide notice to the Company no more than ninety (90) calendar days following the initial existence of the condition and Executive's intention to terminate Executive's employment for Good Reason. Upon such notice, the Company shall have a period of thirty (30) calendar days during which it may remedy the condition.

(c) For the purposes of this Agreement, the term "Disability" shall have the meaning given that term under the Trex Company, Inc. disability plan carrier, as in effect at the time a determination of Disability is to be made.

(d) For the purposes of this Agreement, the term "Final Pay" shall be defined as the sum of (1) Executive's annual base salary ("Base Salary") in effect at the time employment terminates (without taking into consideration a reduction in Base Salary which constitutes "Good Reason" as provided in Section 3(b)(2) above), and (2) the greater of (A) Executive's targeted cash bonus for the year immediately prior to the year in which employment terminates or (B) the actual cash bonus earned by the Executive for the year immediately prior to the year in which employment terminates.

(e) For the purposes of this Agreement, the term "Administrator" means the Compensation Committee of the Board of Directors or such other person or persons appointed from time to time by the Committee.

4. Notices. For purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when hand delivered, sent by overnight courier, or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by telegram, telecopy, or telex, addressed, in the case of Executive, to Executive's address as shown on the Company's records and, in the case of the Company, to the Company's principal office, to the attention of the General Counsel, or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

5. Entire Agreement. This Agreement, together with the Executive's Change In Control Severance Agreement, any stock appreciation rights agreement, restricted stock agreement and/or any other equity agreement issued pursuant to the Trex Company, Inc. 2023 Stock Incentive Plan (or a predecessor or successor plan), any Director/Officer Indemnification Agreement, and any restrictive covenant agreement, constitute the entire agreement between the parties and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

6. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and Executive.

7. Governing Law. This Agreement shall be construed, interpreted and enforced as a sealed instrument under and in accordance with the laws of the Commonwealth of Virginia, without reference to the conflicts of laws provisions thereof. Any action, suit or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the Commonwealth of Virginia (or, if appropriate, a federal court located within Virginia), and the Company and Executive each consents to the jurisdiction of such a court.

8. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which or into which the Company may be merged or which may succeed to its assets or business, provided, however, that the obligations of Executive are personal and shall not be assigned by Executive. Notwithstanding the foregoing, in the event of Executive's death, any payments that Executive was otherwise entitled to under this Agreement shall be made to Executive's estate.

9. Acknowledgment. Executive states and represents that Executive has had an opportunity to fully discuss and review the terms of this Agreement with an attorney. The Executive further states and represents that Executive has carefully read this Agreement, understands the contents herein, freely and voluntarily assents to all of the terms and conditions hereof, and signs their own

name of their own free act. The Company represents that it has obtained all necessary consents and approvals to execute this Agreement.

10. Miscellaneous.

(a) No delay or omission by the Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

(b) The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

(c) Termination of employment under this Agreement shall mean a separation from service under Section 409A of the Code.

(d) In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

Trex Company, Inc.

By: _____

Title: _____

Executive:

Name: _____

CERTIFICATION

I, Adam D. Zambanini, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Trex Company, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2026

/s/ Adam D. Zambanini

Adam D. Zambanini
President and Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION

I, Prithvi S. Gandhi, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Trex Company, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 7, 2026

/s/ Prithvi S. Gandhi

Prithvi S. Gandhi

Senior Vice President and Chief Financial Officer

(Principal Financial Officer)

**Certifications of Chief Executive Officer and Chief Financial Officer
Pursuant to Section 906
of the Sarbanes-Oxley Act of 2002 (18 U.S.C. Section 1350)**

The undersigned, the President and Chief Executive Officer and the Senior Vice President and Chief Financial Officer of Trex Company, Inc. (the "Company"), each hereby certifies that, on the date hereof:

- (a) the Quarterly Report on Form 10-Q of the Company for the quarterly period ended March 31, 2026 filed on the date hereof with the U.S. Securities and Exchange Commission (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (b) information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 7, 2026

/s/ Adam D. Zambanini

Adam D. Zambanini
President and Chief Executive Officer

Date: May 7, 2026

/s/ Prithvi S. Gandhi

Prithvi S. Gandhi
Senior Vice President and Chief Financial Officer
