

**SUPPLIER CODE OF CONDUCT**

This supplier Code is applicable to all 'Suppliers' ('Suppliers' herein refers to suppliers / Service Providers /Vendors/agents/consultants/contractors/joint venture partners / Third Parties) who have business relationship with 'CHPL' ('CHPL' herein refers to the Company and its Associates). The Supplier Code of Conduct sets forth minimum workplace standards and business practices that are expected of any Supplier doing business with CHPL, consistent with our company's values & its Code of Conduct provided in the schedule-I.

**A. The Suppliers:**

1.Shall comply with applicable laws for the protection of fair & open competition & shall ensure Compliance to all government norms (local and international) on Statutory Compliances such as Environment Protection, Minimum Wages, Child Labour, Forced Labour, Bribery, Anti-Bribery, Corruption, Health & Safety, etc.

2.Suppliers shall ensure a safe work environment and minimize physical and chemical hazards through proper design, engineering and administrative controls, preventative maintenance and safe work procedures as well as on-going safety training & shall follow all Environments, Health and Safety and other operational policies of the Company while executing the work under this agreement/ contract.

3.Shall not take any recourse to any unethical behaviour (implicit or explicit) with any employee of CHPL for the purpose of obtaining an order or any information that may result in a favourable financial impact. More specifically:

- Shall not offer or accept bribe or use other means of obtaining undue or improper advantage. No supplier, or its representatives or employees, shall offer to any employee of CHPL a kickback, favour, gratuity, or anything of value to obtain favourable treatment or for the advancement of business.

- Shall not offer any gift or entertainment for the purpose of obtaining an order or undue favour.

- Shall not take any advantage of any family/ social/ political connections in obtaining favour with regard to any order. Merit shall be the sole attribute of association with CHPL.

4.Shall treat employees with dignity and respect and will not engage in or permit corporal punishment, threats of violence, or other forms of harassment whether based on gender, race, colour, religion, ethnicity, age, sexual orientation, national origin, disability, or any other legally protected characteristic or no any unethical activity or discrimination shall be reported by any CHPL employee/ other suppliers.

5. Must obtain the appropriate Registration & Licenses from relevant regulatory bodies in order to have authentic business transactions in India as well as abroad.

6. Shall prohibit any and all forms of corruption, extortion, and embezzlement by its employees, officers, directors or agents &

shall adhere to standards of fair business, advertising, and competition.

7.Comply & apply all the provisions of the code to all sub-contractor(s) to the supplier, providing goods or services to the supplier. The Supplier Code of Conduct shall be cascaded down to all sub-tier subcontractors. The supplier is fully responsible for ensuring compliance by any such sub-contractor(s) as if it were the supplier itself. CHPL reserves the right to audit the supplier's sub-contractors for compliance to CHPL's Supplier Code of Conduct and supplier will accommodate CHPL's audit as required.

8.Shall desist from unfair trade practices with your competitors who are also associated with CHPL.

9.Shall protect/ not infringe with any CHPL intellectual property/ information/ technology which comes to your knowledge during the course of your business relationship/ dealings with CHPL. Transfer of technology and know-how shall be done in a manner that protects intellectual property rights.

**B) Event of Violation:**

CHPL expects its suppliers to comply with the conditions of the Supplier Code in letter and spirit. It is the Suppliers responsibility to read and understand the contents of CHPL's Supplier Code and agree to uphold its values during your business association with CHPL.

However, in the event of violation, Supplier shall promptly report to CHPL notice of known breach of this Code and implement a corrective action plan to cure the non-compliance within a specified time period (furnished to CHPL in writing). If the supplier fails to meet the corrective action plan commitment, CHPL may terminate the business relationship, including suspending placement of future orders and potentially terminating current production. CHPL reserves the right to hold supplier responsible for reasonable costs of investigating non-compliance.

Please contact the concerned Head commercial/ Managing Director/Director if you have any questions about the Supplier code.

**To be signed by Supplier:**

Name: \_\_\_\_\_

Function: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Seal: