


Title :	APAR Supplier Code of Conduct	
Released by:	President - Strategy & Projects	
Date of Issue:	1 st Dec 2022	
Version:	v1	

Supplier Code of Conduct

At APAR Industries Limited, hereinafter referred to as APAR, we are committed to improve the quality of life of the communities we serve globally through long-term stakeholder value creation and continuously drive sustainability in products and solutions, social responsibility and environmental protection in our business operations and thereby enable our customers to meet current and future needs of society. Ensuring the principles of sustainable development in our supply chain is important to us. Towards this, we expect all our Suppliers to adhere to this 'Supplier Code of Conduct'.

'Supplier' here refers to any business, company, corporation, person or any other entity, including their employees, agents and other representatives, who have a business relationship with APAR, and provide, sell, seek to sell or provide, any kind of goods or services to APAR or any of its subsidiaries, affiliates, or divisions.

The Supplier Code of Conduct is also referred to as 'this Code' in this policy document.

This Code sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with APAR.

1) Products and Services

The Supplier shall be committed to supplying products and services of high quality that meet all applicable standards. The products and services offered shall comply with applicable laws, including product packaging, labelling and after-sales service obligations. The Supplier shall market its products and services on their own merits and not make unfair or misleading statements about the products and services of competitors. We particularly expect our supplier to support, embrace and enact the environmental, social and corporate governance principles (ESG principles)

2) Regulatory Compliance

The Supplier shall comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which it operates.

3) Labour & Human Rights

Adhering to all Labour Laws and Human Rights Laws, the Supplier shall:

- a) Comply with all applicable local, state and national laws regarding human rights.
- b) Comply with the APAR's Human Rights Policy.
- c) Ensure that all its employees are hired on their own free will and guarantee that all its operations are free from forced, bonded, compulsory, indentured, prison labour or any other form of compulsory labour and child labour.

- d) Ensure that all its employees are provided equal employment opportunities, an environment conducive to their growth, free from any form of discrimination and harassment.
- e) Ensure compliance with minimum working hours and minimum wages prescribed by applicable laws and regulations.
- f) Comply with all slavery and human trafficking laws - Modern Slavery Act. Supplier must have taken steps to ensure that its business operations are free from slavery and human trafficking practices both internally and within its supply chains and other external business relationships.
- g) Ensure that its employees are not charged any fees or costs for recruitment, directly or indirectly.
- h) Ensure that there is no confiscation or withholding of its employees' identity documents or other valuable items, including work permits and travel documentation.
- i) Enable your employees and other stakeholders to report concerns or potentially unlawful practices at the workplace
- j) Ensure that you do not supply products that contain conflict minerals which directly or indirectly finance or benefit armed groups and cause human rights abuses

4) Health, Safety

- a) The Supplier shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.
- b) The Supplier shall follow all Health and Safety and other operational policies of APAR while executing any work or contract at APAR's site.

5) Environment Sustainability

- a) The Supplier shall strive for environmental sustainability, particularly with regard to the emission of greenhouse gases, consumption of water and energy and the management of waste and hazardous materials. The Supplier shall endeavour to offset the effect of climate change in its activities.
- b) The Supplier shall follow all Environmental and other operational policies of APAR while executing any work or contract at APAR's site.
- c) The Supplier shall follow all laws of the land including laws on Environment sustainability and protection while executing any work for APAR.
- d) The Supplier should adopt sustainable practices in its supply chain and operations.
- e) The Supplier should minimize their negative impact on biodiversity, climate change and water security, wherever applicable.

6) Business Integrity - Anti-Bribery

The Supplier shall not, directly or through intermediaries, take any recourse to any unethical behavior (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business. The Supplier shall:

- a) Not take any advantage of any political, social or family connections to obtain favourable treatment or for the advancement of business or obtaining any favours.

- b) Not enter into a financial or any other relationship with an APAR employee that creates any actual or potential conflict of interest for APAR. The Supplier is expected to report to APAR any situation where an employee or professional under contract with APAR may have an interest of any kind in the Supplier's business or any kind of economic ties with the Supplier.
- c) Desist from any unfair or anti-competitive trade practices.
- d) Business gifts and hospitality are sometimes used in the normal course of business activity. However, if offers of gifts or hospitality (including entertainment or travel) are frequent or of substantial value, they may create the perception of, or an actual conflict of interest or an 'illicit payment'. Therefore, gifts and hospitality given or received should be modest in value and appropriate. The Supplier shall not offer or accept bribe, any illegal payments, remunerations, gifts, donations or comparable benefits that are intended, or perceived, to obtain uncompetitive favours for the conduct of business with APAR. The Supplier shall not take any actions to violate or cause its business partners to violate any applicable anti-bribery laws and regulations including the Prevention of Corruption Act of India, 1988

7) Prohibition of Insider Trading

If the Supplier becomes aware of material, non-public information relating to APAR or its business, it may not buy or sell APAR securities or engage in any other action to take advantage of that information, including passing that information on to others.

In addition, if the Supplier becomes aware of material, non-public information about any other company, including APAR's customers, suppliers, vendors or other business partners, that is obtained by virtue of the supplier's interaction with APAR, then the Supplier shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.

8) Intellectual Property

Intellectual property of APAR includes, but is not limited to, technology, trade secrets, business plans, design, drawings, process information, patents, trademarks and copyrights, as well as business, research and new product plans, strategies, and any unpublished financial or pricing information etc.

The Supplier shall take appropriate steps to safeguard and not infringe any APAR confidential and proprietary information and intellectual property which come to its knowledge during the course of its business relationships with APAR. In case of sub-contracting, sharing of confidential information should be made with the consent of APAR.

9) Third Party Representation

The Supplier shall not be authorized to represent APAR or to use APAR's brands without the written permission of APAR. Third parties and their employees who are authorized to represent APAR are expected to abide by the APAR's Code of Conduct in their interaction with, and on behalf of APAR including the confidentiality of information shared with them and to sign a non-disclosure agreement to support confidentiality of information.

10) Reporting Violations

The Supplier shall notify APAR regarding any known or suspected improper behaviour by the Supplier relating to its dealings with APAR, or any known or suspected improper behaviour by APAR employees by email to: ethics.taskforce@apar.com.

Reported violations will be treated confidentially without retaliation.

In case of any questions regarding this Code, please email to: ethics.taskforce@apar.com.

11) Supplier's Compliance Commitment

The Supplier should ensure that this Code is adopted and cascaded into its supply chain. The Supplier should ensure that its agents, contractors, and suppliers are also made aware of this Code, its implications and adopt the same.

The Supplier should ensure to have sustainable procurement practices in place for their own suppliers.

The Supplier must read, understand and adhere to this Code, and APAR's Code of Conduct. As a condition of doing business with APAR, the Supplier should comply with this Code and agree to uphold such values during its business association with APAR.

By accepting this code of conduct, it is implied that the Supplier shall ensure compliance of 'this Code' with its own suppliers. The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code and allow access to APAR to check compliance upon request with reasonable notice.

APAR Supplier Code of Conduct Compliance Commitment

We hereby confirm that we have received, read and understood the APAR Supplier Code of Conduct and commit to comply with it in letter and in spirit. We are also aware that these clauses/ provisions form an integrated part of Suppliers agreement, signed with APAR.

We understand that APAR reserves the right, upon reasonable notice, to check compliance with the requirements of Supplier Code of Conduct.

We understand that APAR encourages its Suppliers to implement their own binding Code of Conduct and agree that we will be responsible for complying obligations under this Code.

Supplier's Name :	
Name of Authorised Signatory :	Signature of Authorised Signatory (with Stamp) :
Place :	Date: ____/ ____/ 202__