



Smart solutions.
Strong relationships.

CG SUPPLIER CODE OF CONDUCT

1. APPLICABILITY

This Code of Conduct shall apply to all the suppliers, vendors, contractors, sub-contractors, service providers and to other entities acting on behalf of them (hereinafter referred to as the "Supplier").

2. IMPLEMENTATION

Acknowledgement of the Code is a pre-requisite in every CG contract for supply. All suppliers of CG are bound by this Code and the Supplier commits that all its operations are subject to the provisions contained in this Code. The standards of the Code are in addition to, and not in lieu of, provisions of any legal agreement or contract between Supplier and CG.

3. BUSINESS ETHICS, CONDUCT AND INTEGRITY

Supplier shall conduct its business in an ethical manner and act with integrity. As a CG Supplier, it shall:

- not be involved or associated directly or indirectly in any form of corruption, extortion, bribery and embezzlement to obtain an unfair or improper advantage through unethical means
- not participate in other illegal inducements in business or other relationships including its dealing with public servants
- employ fair business practices, including accurate and truthful advertising
- disclose to CG, information regarding potential conflicts of interest relating to its transactions / activities including disclosure of any interest a CG employee may hold in its business or vice-versa
- not offer to CG employees gifts or any other kind of personal benefit resulting from the relationships with the Supplier

4. LABOUR, HUMAN RIGHTS AND NON-DISCRIMINATION

Supplier is expected to protect the human rights of its employees and treat them with respect and dignity. As a CG supplier, it shall:

- respect the personal dignity, privacy and rights of each individual
- not use forced, bonded, indentured or involuntary labour
- not use child labour (as per the legal age as defined by the country's legislature)
- provide a workplace free of harassment, abuse and discrimination
- not to engage in employment discrimination for reasons such as colour, age, gender, sexual orientation, ethnicity, disability, religion, political affiliation, union membership or marital status
- provide a workplace free of harsh and inhumane treatment, including any sexual harassment, sexual abuse, corporal punishment, mental or physical coercion or verbal abuse of workers. The workplace shall have no threat of any such treatment
- pay workers according to applicable wage laws, including minimum wages, overtime hours and other benefits mandated by the statute
- ensure that working hours, including overtime, do not exceed applicable legal limits

5. LEGAL COMPLIANCE

Supplier shall comply with the laws of the applicable legal systems. As a CG Supplier, it shall:

- conduct its business consistent with fair and vigorous competition and in compliance with all applicable laws, in particular anti-trust, anti-competition and anti-bribery laws
- comply with all applicable laws, regulations, contractual agreements and generally recognised standards
- not obtain competitive intelligence by using means of industrial espionage, bribery, theft or electronic eavesdropping

6. ENVIRONMENT, HEALTH AND SAFETY (EHS) MANAGEMENT

Supplier shall provide and maintain a safe working environment for all its employees and shall conduct its business in an environmentally responsible and sustainable manner. As a CG Supplier, it shall:

- protect workers from exposure to chemical, biological and physical hazards
- implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle the waste

- engage in the development and use of climate-friendly products and processes to reduce power consumption and greenhouse gas emissions
- ensure that necessary precautionary measures are taken against accidents and occupational hazards
- provide adequate training to all workers/contractors on health & safety issues
- maintain safe, clean and secure employee accommodations, if required to be provided
- ensure that processes are in place to optimise the use of natural resources and reduction in release of harmful emissions to the environment
- undertake initiatives to promote environmental responsibility and encourage environment friendly processes and technologies
- ensure that the work environment must conform to the requirements of health-oriented design
- ensure compliance with all laws pertaining to sustainability, pollution, environment protection, etc. as applicable.

7. PRIVACY, INTELLECTUAL PROPERTY AND DATA PROTECTION

Supplier shall safeguard and make only appropriate use of confidential information provided by CG and ensure that all employees' and business partners' privacy and valid intellectual property rights are protected. The obligation to maintain confidentiality extends beyond the termination of the relevant relationship, since the disclosure of confidential information could cause harm to CG's business, customers and business partners, no matter when it is disclosed. If at all, the Supplier has access to any personal data of any CG employee during the course of execution of its contract, subject to local laws on privacy, the same must be maintained in a secure manner. High standards must be ensured with regard to data quality and technical protection against unauthorised access. The use of the data must be transparent limited to the purpose for which it has been provided and the rights of those concerned must be safeguarded with regard to use and correction of information and, if applicable, to objections pertaining to blocking, and deletion of information.

8. INSIDER TRADING

If any Supplier or any employee of the Supplier, has inside information with regard to CG, by reason of frequent communication with officers of CG, which is not in public domain and such information is or likely to be price sensitive for the securities of CG listed on the Stock exchanges, then such Supplier or employee shall adhere to the CG Code of Insider Trading notified as per the requirements of the Securities and Exchange Board of India (SEBI) under Prohibition of Insider Trading Regulations, 2015.

In the context of the business relationship between the Supplier and CG, if the Supplier or its employees believe that the terms of this CG Supplier Code of Conduct are not adhered to, or that CG is not acting in accordance with its own Code of Conduct, then CG encourages it to raise its respective concerns. All such complaints can be submitted both confidentially and anonymously, and all complaints will be investigated. Corrective measures will be implemented if necessary. All concerned documentation shall be kept confidential to the extent permitted by law, without any reprisal of any kind against such complaints.

Supplier may send all such complaints to wbindia@cgglobal.com or in physical form addressed to:

Global General Counsel

CG Power and Industrial Solutions Limited,
CG House, Dr. Annie Besant Road, Worli, Mumbai - 400 030, Maharashtra, India.

9. CONSEQUENCE OF VIOLATION OF THE CODE

Any violation of the Supplier Code of Conduct will be deemed to be breach of the terms and conditions governing the contract, agreement, or purchaser order entered into / issued to the Supplier leading to imposition of penal deductions, blacklisting, termination of the contract, agreement or purchase order or such other action as may be deemed appropriate at the sole discretion of CG.

CG reserves its right to carry out self-assessment surveys, audits and/or inspection for identifying violation of Supplier's Code of Conduct. In case any violation of the code is identified, the violation will be dealt with as provided herein.