



MRF

SUPPLIER CODE OF CONDUCT

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MRF LIMITED

New No. 114 (Old No. 124). Greams Road, Chennai – 600 006

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Introduction

At MRF Limited (MRF), we believe that strong ethical and responsible business practices are the foundation of sustainable and long-term success. Our **Supplier Code of Conduct** serves as a guiding document that outlines the expectations from our suppliers who engage with MRF.

We are committed to maintain the highest standards of **integrity, compliance, environmental stewardship, and social responsibility** in all aspects of our supply chain. As an organization, we expect our suppliers to uphold these values and adhere to the principles outlined in this Code. These principles cover key areas such as:

- **Ethical Business Conduct** – Maintaining transparency, fairness, and compliance with all applicable laws.
- **Human Rights & Labour Standards** – Ensuring fair treatment, non-discrimination, and a safe working environment for all employees.
- **Environmental Responsibility** – Reducing environmental impact, adopting sustainable practices, and complying with environmental regulations.
- **Health & Safety** – Providing safe and healthy workplaces that minimize risks to employees and communities.
- **Compliance & Accountability** – Meeting all regulatory requirements and allowing periodic assessments to ensure adherence to this Code.

By aligning with this Supplier Code of Conduct, our supplier partners contribute to a responsible and sustainable supply chain, fostering mutual growth and trust between MRF and its partners. MRF reserves the right to assess and monitor compliance with this Code along with its customers / consultants / regulatory authorities and take appropriate action in case of any deviations.

We look forward to build a strong and ethical business relationship with all our suppliers to ensure that our shared values drive positive change in the industry and to the society.

The Supplier code of conduct is a contractual requirement.

Abu Skaria Kandathil
General Manager - Materials



Objective

The objective of the Supplier Code of Conduct is to establish a clear and consistent set of standards and expectations for all suppliers working with our organization. This is applicable to all "Suppliers," i.e., domestic and international. The term 'Supplier' here refers to suppliers, service providers, vendors, agents, consultants, contractors, joint venture partners and third parties including but not limited to their employees, agents, and other representatives, who have a business relationship with and provide, sell, or seek to sell any kind of goods or services to MRF.

This Code aims to ensure that suppliers operate in a manner that is ethical, legal, and socially responsible, while also promoting sustainable business practices.

By adhering to this Code of Conduct, the supplier shall contribute to the mutual success of both parties, fostering a collaborative and transparent relationship that upholds the highest standards of integrity, safety, environmental stewardship, and respect for human rights.



CODE OF CONDUCT

1. Ethical Conduct

The Supplier shall conduct their business activities in an ethical manner that promotes fair competition and fair pricing.

2. Bribery, Corruption, and Sensitive Transactions

The Supplier shall not engage in any form of bribery or corruption related activities and is expected to have a strong policy and procedure in place against such activities. The Supplier shall neither receive nor give any payments, gifts, or remuneration, in cash or kind, which are intended to obtain favours for conducting business with MRF. In the event of any sensitive transactions involving external stakeholders, the Supplier shall report and/or have a process in place to obtain approvals for such transactions. The approval will have to be taken from the Head of MRF Corporate Materials. Email: purchasehead@mrfmail.com. The supplier shall cooperate with any investigation undertaken by MRF with regard to the compliances and commitments under this head.

3. Compliance with Laws and Regulations

The Supplier is expected to follow all applicable regulations and laws of the land both in letter and spirit, in all locations in which they conduct their business.

Supplier shall be liable for any claim which results from the infringement of any intellectual property rights (IPR) by the use of goods and services and shall hold the buyer and the buyer's customers free and harmless of all liabilities resulting from the use of any such IPR. Supplier agrees to defend all suits, actions or proceedings which may be brought against the buyer or buyer's customers for alleged infringement of any proprietary interest resulting from the use or sale of goods provided hereunder and pay all expenses and fees of counsel which may be incurred in defending, and all costs, damages or other recoveries in every such suit, actions or proceedings.

4. Conflict of Interest

The Supplier shall not engage in any financial or any other relation with an MRF employee and refrain from exchanging gifts, favours, entertainment, discounts, donations, or other benefits that can lead to a potential conflict of interest.

5. Third-party Representation

The Supplier shall not represent MRF or use any of MRF's copyrights, trademarks, or intellectual properties without the written consent from MRF.



6. Protecting Company assets

The Supplier, if provided with any tangible and/or non-tangible assets that belong to MRF for the purpose of conducting business, shall in no way misuse them and strictly utilize the assets only for the authorized business purposes. The tangible assets include any equipment or machinery, plant facilities, materials, systems, or resources while non-tangible assets include intellectual property, proprietary information, designs, trademarks, and patents.

7. Political Involvements

The Supplier shall not give an impression of representing or being the spokesperson of MRF while participating or associating themselves with any political party or activities.

8. Counterfeit Parts

The Supplier shall not supply counterfeit parts or components to MRF and shall cooperate with MRF in any investigation related to suspected counterfeit activity.

9. Export Control and Economic Sanctions

The Supplier shall conduct their business in compliance with all applicable export control regulations, economic sanctions, embargoes, and other trade restrictions.

10. Health and Safety

The Supplier shall comply with the following:

- a. All applicable legal and other requirements relevant to Health and Safety by staying up to date on laws and regulations, maintaining legal register, and conducting regular reviews
- b. Provide safe and healthy working conditions by eliminating hazards and reducing occupational health and safety risks with a focus towards zero injuries and ill-health
- c. Adopt the principles of inherent safety & ergonomics as far as practicably possible, a proactive approach to control risks in operations, providing good quality Personal Protective Equipment (PPE) appropriate to the activity, and following the best practices to handle chemicals & biological substances in a safe and environmentally sound manner
- d. Follow systematic investigation procedures to learn from incidents and take appropriate corrective actions to prevent them
- e. Install and maintain adequate fire prevention and fire protection equipment
- f. Have a well-established system to handle emergencies which should be tested periodically by conducting mock drills



- g. Instil a positive work culture through effective communication, consultation, and participation with employees and imbibe Health and Safety as a value system
- h. Evaluate Health and Safety performance through audits and risk assessments and continually improve by adopting the latest technologies
- i. Possess ISO 45001 or have systems and processes in place to meet the requirements of the Health and Safety management systems
- j. Train employees to increase safety awareness and adoption of safe working methods

11. Human Rights

The Supplier shall be committed to all applicable labour and human rights laws, regulations, and standards including but not limited to:

- a. Prohibition of child labour by complying with all applicable labour laws and not hiring or engaging children or young adults below the legal working age
- b. Prohibition of forced labour, and modern slavery (i.e. servitude, compulsory labour and human trafficking) in any form
- c. Compliance with applicable minimum wages including holidays, overtime and maternity leave for women employees
- d. Non-discrimination and harassment-free workplace on the basis of race, ancestry, caste, religion, colour, gender, marital status, pregnancy, child birth, physical appearance, social status, political affiliation, age, ethnicity, nationality, disability, sexual orientation or any other characteristics protected by the law
- e. Providing equal opportunities for everyone in working conditions, welfare measures and addressing to the training needs of the employees based on the assessments made by the company
- f. Recognition and respect of freedom of association of workers to join/refrain organizations of their choice and collectively bargain for organisational enrichment and in matters related to their employment as per the applicable trade union laws
- g. Prohibition of abusive use of private/public security forces
- h. Supplier shall not expect any payment of recruitment fees or any related costs from any individual to secure employment in their organisation and ensure that a Zero tolerance policy is followed towards any corrupt practices, whatsoever, in the recruitment processes.
- i. Human Rights risk management by continuously implementing a system of due diligence which will identify adverse impacts on human rights and prevent or mitigate any such impacts
- j. Protection of employees from any form of sexual harassment and ensure compliance with POSH regulations
- k. Providing grievance redressal mechanism with confidentiality and anonymity and also without any fear of retaliation



12. Diversity, Equity, and Inclusion

The Supplier shall commit to promote a workplace that is free from discrimination of any kind and is dedicated to offering equitable opportunities to everyone. All employees to be treated with dignity at the place of their work and provide an environment free of harassment, whether physical, verbal or psychological.

13. Rights of Minorities and Indigenous People

The supplier shall be aware of and respect the rights of Indigenous People or groups (including but not limited to children, youth and women, people with disabilities and minorities in vulnerable, marginalized situations and local communities in connection with the Supply Chain Partner's activities and operations. The Supplier, under no circumstances, be an aide or imply any wrongful or forced eviction of the indigenous people or groups from their land or homes.

14. Community development and CSR

As per applicable laws and regulations, the Supplier shall engage in local community development through Corporate Social Responsibility (CSR) activities.

15. Sustainability

The Supplier shall have a Sustainable Resources Management System in place to develop and implement solutions for using and protecting resources such as water, energy and raw materials as well as treating biodegradable and non-biodegradable waste and wastewater.

The Supplier shall also define and align their Sustainability targets with MRF's Sustainability targets to ensure business continuity.

16. Environment

i) Compliance with Environment-related regulations: The Supplier shall abide by all the applicable environmental laws and regulations.

ii) Establishment of Environmental Management System: We prioritize business relations with Suppliers who are actively involved in environmental protection such as:

- a. Having already acquired an external certificate of Environmental Management System such as but not limited to ISO 14001 (Environment Management Systems), ISO 50001 (Energy Management Systems) etc.
- b. Having not acquired any external certificate of Environmental Management System but making efforts to establish their own Environmental Management System is acceptable on providing a substantiated list of activities



iii) Establishment of Substance of Concern (SOC) Management System: The Supplier shall meet the SOC Management requirements (if applicable) to ensure business continuity with MRF. The following are the four points expected to be included as part of the process in place:

- a. The Supplier shall assign a person in charge of SOC Management and a person in charge of International Material Data System (IMDS) data input for entering data on chemical substances in products
- b. The Supplier shall adhere to the REACH (Registration, Evaluation, Authorization and Restriction of Chemicals) and ROHS (Restriction of Hazardous Substances) Compliance. Approval for REACH or the non-use of prohibited materials (based on REACH) can be considered compliance
- c. The Supplier, along with all their suppliers, shall adhere to the origin of Conflict Minerals (Cobalt and 3TG – Tantalum, Tin, Tungsten, and Gold) used directly or as an alloy, shall not be from the Democratic Republic of Congo, or the nine countries with which it shares an internationally recognized border
- d. The Supplier shall not procure any material from China's XUAR or Xinjiang province for use in their manufacturing process or product

iv) Environmental Efforts in Suppliers' Business Activities: The Supplier shall make the following efforts to track and reduce environmental impact in/due to their business activities:

- a. Protect the environment by ensuring efficient use of resources, reduction of emissions, and minimizing wastage
- b. Prevent pollution by maintaining water quality, air quality & soil quality standards, and noise emission levels within the stipulated limits
- c. Take appropriate action to reduce Greenhouse gas (GHG) emissions, energy consumption, water consumption, and waste generation
- d. Utilize renewable energy and alternative fuels as far as practicably feasible
- e. Source raw materials responsibly
- f. Take appropriate actions to preserve biodiversity, optimize land use & deforestation, and promote animal welfare
- g. Take appropriate actions towards decarbonisation
- h. Comply with the requirements of Extended Producers' Responsibility (EPR) as applicable

The Supplier shall also initiate capacity building for their supply chain partners on topics related to Environment, Social, and Governance (ESG).



17. Whistle-blowing and Protection Against Retaliation

The Supplier shall ensure that their employees have the freedom to raise concerns and questions, make disclosures, and report specific instances of unethical behaviour, actual or suspected incidents of fraud, or violation of the company's values, principles, or Code of Conduct that could adversely impact the company's operations, business performance, and reputation. Employees of the company are encouraged to speak up in the appropriate forums of their company.

The Supplier shall not retaliate against those who report such issues or concerns in good faith.

18. Vendor Grievance Redressal policy

Scope of the Policy

The "Vendor Grievances Redressal Policy" applies to all those vendors who are associated with the Company.

Philosophy

Vendors may raise any grievances, concerns or queries in writing addressed to the below mentioned email or post.

It would be our attempt to make a genuine effort to understand the vendor's concerns and grievances and take steps to resolve them appropriately. While doing so, care would be taken to balance the interest of the Company, the particular complainant and also the interest of other stakeholder groups.

This policy is guided by:

MRF's Mechanism for Grievance Redressal

MRF Code of Conduct & Work Place Ethics Policy

MRF Supplier Code of Conduct

How to file a grievance?

1) In case of grievances, Vendors can address their grievances to the Purchase in charge handling such Vendor's Account.

2) In case the grievance remains unaddressed, it may be escalated to the General Manager - Materials, MRF Limited, New No. 114 (Old No. 124), Greams Road, Chennai

Email id: purchasehead@mrfmail.com

19. Confidentiality

The Supplier is expected to maintain strict confidentiality of all the information pertaining to MRF. The Supplier shall sign a Non-Disclosure Agreement (NDA) with MRF before engaging in any form of business with MRF. The Supplier shall not disclose any details about MRF either formally or informally to the press, electronic media, or any other external agency/organization except as authorized by MRF.



Supplier Compliance and Monitoring

The Supplier is required to adhere strictly to this Supplier Code of Conduct. The Supplier shall promptly inform MRF of any situation that causes them to operate in violation of this Code. While the Supplier is expected to self-monitor and demonstrate their compliance with the Supplier Code of Conduct, they shall allow MRF to audit or inspect their facilities, with reasonable notice, to confirm compliance. The Supplier shall support any investigations involving alleged violations. MRF reserves the right to take appropriate action, including but not limited to the immediate removal and termination of business relationship with the Supplier who behaves in a manner that is unlawful or inconsistent with this Code. The Supplier shall also assume full responsibility for their supply chain partners and ensure that they comply with this Code of Conduct.

MRF shall evaluate the effectiveness of the processes and procedures instilled for all the requirements provided as part of the Supplier Code of Conduct and may or may not assess the performance of the Supplier in consideration to continue business with them.

Declaration:

The Supplier shall provide a declaration that they have read and understood the Supplier Code of Conduct. The Supplier must affirm that they have not engaged in any activities in the past years that would constitute a violation of this Code, and they agree to strictly adhere to this Code during their engagement with MRF unless modified by MRF. The format for this declaration is provided in Annexure — I of this Code of Conduct.



ANNEXURE I

< To be printed on Company Letter Head >

To

General Manager –Materials,
MRF Limited,
Greams Road,
Chennai

Sub.: Declaration of Compliance to MRF Supplier Code of Conduct

We have read and understood the MRF Supplier Code of Conduct and acknowledge that it forms part of the agreement signed with MRF.

We commit to upholding the Guiding Principles as established in the Supplier Code of Conduct. We understand and agree to support MRF in checking our compliance with the Supplier Code of Conduct.

We recognize that in the unforeseen event of a material breach by us, MRF shall have the right to terminate the business relationship with us.

To be signed by the CEO/ MD/ Business Head