



## SUPPLIER'S CODE OF CONDUCT

JAN. 2021

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## 1 INTRODUCTION

CAM Industrial Services (hereinafter also referred to as CAM) commenced its operation in the year 2005 with the sole objective of providing clean, safe and accessible sanitation to the society. We at CAM Industrial Services thrive to achieve a hygienic and wholesome society contributing towards an anodyne environmental. CAM Industrial Services is devoted towards conducting its business in an ethical, legal and socially responsible manner. CAM Industrial Services engages with its suppliers to share this commitment and therefore has established this Supplier's Code of Conduct (Hereinafter for the sake of convenience and brevity called "Code"). This code of conduct manifests values of CAM Industrial Services and its suppliers.

The supplier's code of conduct is to ensure that values of CAM Industrial Services are being followed by the suppliers and all their personnel including but not limited to employees, officers, and directors. The matters covered in the Code are important for the CAM and its Suppliers, for their business conduct.

### 1.1 Purpose

The main purpose of this code of conduct is to ensure that all the CAM suppliers follow company's ethics and policies thereby improving their operations and commitment towards social and environmental policies.

## 2 SCOPE

All personnel of suppliers shall observe and implement the code of conduct in their official day to day activities. This Code applies to current and potential CAM Suppliers.

## 3 POLICY

### 3.1 Compliance with laws, Regulations, and Published Standards:

At a minimum, CAM Industrial Services suppliers must operate in full compliance with the applicable laws, rules, regulations, codes and ethical standards of the countries, states, and localities in which they operate or where they provide products, people or services to or for CAM Industrial Services. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, ethics and labour practices. In addition, CAM Industrial Service suppliers must require their suppliers (including labour and service agencies/agents) to do the same.

### 3.2 CAM Industrial Services Policies and Procedures:

Suppliers must comply with the CAM Industrial Services' published policies and procedures, including, but not limited to, the Conflict of Interest, Anti- Corruption, Fair

Relationship's with Suppliers and other relevant provisions of the CAM Industrial Services Code of Ethics & Business Conduct. CAM Industrial Services may modify those policies and procedures, including this code, from time to time, suppliers should always consent to and comply with the latest version, displayed on the Companies website.

## 4 LABOUR CONDITIONS AND HUMAN RIGHTS

We expect our suppliers to respect and support the protection of human rights of their workers and others affected by their activities.

### 4.1 No child Labour:

The minimum age for employment or work is the higher of 15 years of age, the minimum age for employment in the relevant country, or the age for completing the compulsory education in the relevant country. The use of legitimate workplace learning programs, which comply with applicable laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. The supplier shall not hire any person less than 18 years of age. A supplier must comply with all applicable child labour laws, including those related to hiring, wages, hours worked, overtime and working condition. Vocational or developmental programs for young people require an exception to the age requirements. The supplier must maintain official documentation that verifies a worker's date of birth, employment and training history. CAM reserves the right to review this information whenever required.

### 4.2 Freely Chosen Employment, Forced Labour:

Supplier must not use involuntary labour of any kind, including prison labour, debt bondage or forced labour. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting supplier provided facilities. Supplier's workers must be provided with a written employment agreement in their native language. Supplier and agents shall not hold workers' government-issued paperwork (e.g., ID, passport, work permit, etc.) unless holding is required by law. All work is voluntary, and workers are free to leave work at any time or terminate their employment if reasonable notice is given as per their contract and shall not be required to pay employers' or agents' recruitment fees or other related fees for their employment. The supplier shall support and respect the protection of internationally proclaimed human rights and make sure his company is not complicit in human rights abuses. Abuse, threat of abuse, and sexual or other harassment or intimidation should be prohibited by suppliers. Suppliers shall make available to all workers within their operations and supply chain a mechanism for which grievances relating to labour practices can be

anonymously raised, without fear of retribution. Suppliers shall investigate and take appropriate action to remedy all grievances raised.

## **5 HEALTH & SAFETY PRACTICES:**

### **5.1 Occupational Safety:**

Suppliers shall identify and assess workplace hazards (e.g., chemical, electrical, and other energy sources, fire, vehicles, and fall hazards) and control these through proper design, engineering and administrative controls, preventative maintenance and safe work procedures and training. Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate, well-maintained, personal protective equipment. Reasonable steps should be taken to protect pregnant women/nursing mothers.

### **5.2 Emergency Preparedness:**

Supplier shall identify, assess, and be prepared for emergency situations by implementing emergency plans and response procedures including emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

### **5.3 Occupational Injury and Illness:**

Supplier shall ensure that procedures and systems are in place to prevent, manage, track and report occupational injury and illness including provisions to: encourage worker reporting; classify and record injury and illness cases; provide necessary medical treatment; investigate cases and implement corrective actions to eliminate their causes; and facilitate return of workers to work.

### **5.4 Industrial Hygiene:**

Supplier workers exposure to chemical, biological and physical agents shall be identified, evaluated, and controlled according to the Hierarchy of Controls. When hazards cannot be adequately eliminated or controlled, workers shall be provided with and use appropriate personal protective equipment.

### **5.5 Physically Demanding Work:**

Supplier workers exposure to the hazards of physically demanding tasks, including manual material handling and heavy or repetitive lifting, prolonged standing and highly repetitive or forceful assembly tasks is to be identified, evaluated, and controlled.

## 5.6 Machine Safeguarding:

Supplier shall ensure that production and other machinery are evaluated for safety hazards. Physical guards, interlocks and barriers are to be provided and properly maintained where machinery presents an injury hazard to workers.

## 5.7 Sanitation, Food, and Housing:

Supplier shall provide workers with access to clean toilet facilities, potable water and sanitary food preparation, storage, and eating facilities. Worker dormitories provided by the supplier or a labor agent must be clean and safe, and provided with appropriate emergency egress, hot water, adequate lighting, heat and ventilation, individually secured accommodations for storing personal and valuable items, and reasonable personal space along with reasonable entry and exit privileges.

## 5.8 Health and Safety Communication:

Suppliers shall provide workers with appropriate workplace health and safety information and training in the language of the worker or in a language the worker can understand for all identified workplace hazards that workers are exposed to, including but not limited to mechanical, electrical, chemical, fire, and physical hazards. Health and safety related information shall be clearly posted in the facility or placed in a location identifiable and accessible by workers. Training shall be provided to all workers prior to the beginning of work and regularly thereafter. Workers shall be encouraged to raise any health and safety concerns without retaliation.

# 6 ENVIRONMENTAL PRACTICES

## 6.1 Environment Policy:

Suppliers should have in place an effective environmental policy, statement or program to mitigate environmental risks, the implementation of which should be evident throughout all levels of the company. Suppliers should have processes in place to ensure that their operations conform to all applicable environmental legislation. All required environmental permits, approvals and registrations are to be obtained, maintained and complied with in accordance with the conditions and requirements defined therein. Environmental performance should be measured, monitored and reviewed regularly. The supplier should endeavour make continuous improvements in environmental performance through practicable measures and employ leading practices where possible. Suppliers should make practical efforts to minimize the use of energy, water and raw materials. Where possible, these should be renewable or sustainably sourced.

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## 6.2 Hazardous Substances:

Chemicals, waste, and other materials posing a hazard to humans, or the environment are to be identified, labelled and managed to ensure their safe handling, movement, storage, use, recycling or reuse and disposal.

## 6.3 Emissions, Waste Management:

Emissions to air that are likely to cause pollution or contribute to climate change should be monitored, controlled and minimized where possible. Suppliers shall make practical efforts to eliminate or reduce levels of generated waste and should reuse and recycle waste materials wherever possible. The handling, storage, movement, treatment and disposal of all waste must be carried out in accordance with applicable regulation and in an environmentally responsible manner. Suppliers should consider the environmental credentials and performance of vendors within their own supply chain and require them to operate to a minimum set of standards.

### 6.3.1 Solid Waste:

Supplier shall implement a systematic approach to identify, manage, reduce, and responsibly dispose of or recycle solid waste (non-hazardous).

### 6.3.2 Air Emissions:

Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting substances, and combustion byproducts generated from operations are to be characterized, routinely monitored, controlled and treated as required prior to discharge. Supplier shall conduct routine monitoring of the performance of its air emission control systems.

## 6.4 Water Management:

Supplier shall implement a water management program that documents, characterizes, and monitors water sources, use and discharge; seeks opportunities to conserve water; and controls channels of contamination. All wastewater shall be characterized, monitored, controlled, and treated as required prior to discharge or disposal.



## 6.5 Energy Consumption, Climate Change and Greenhouse Gas Emissions:

Suppliers must identify, monitor, and minimize relevant greenhouse gas (GHG) emissions and energy consumption from their operations. Supplier shall look for cost-effective methods to improve energy efficiency and to minimize their energy consumption and greenhouse gas emissions.

## 6.6 Sustainability:

Products and services provided to CAM should include options that offer reduced environmental impact by utilizing environmentally sound technologies, processes and sustainable materials, etc whenever possible.

## 6.7 Healthy & Hygienic working environment:

The supplier shall strive to provide a safe and healthy working environment and comply with all applicable laws regarding working conditions, including worker health and safety, sanitation, fire safety, risk protection and electrical, mechanical and structural safety.

## 6.8 Illegal Drugs & Alcohol:

The supplier should have strict procedures that prevents the use of illegal drugs or alcohol in the factory and that prevent impaired employees from working. The supplier must inform any reportable accident(s) to CAM immediately with corrective action to be taken to avoid such accident(s) in future.

# 7 ETHICAL PRACTICE:

## 7.1 No Political Involvement

Supplier shall observe neutrality with regards to political parties and candidates for public office. Supplier shall refrain from using their assets for promoting interests of political parties or candidates for public office.

## 7.2 Conflicts Of Interest

The duty of all personnel of supplier towards the CAM demands that he or she avoids and disclose s actual and potential conflicts of interest. A conflict of interest exists where the interests or benefits of one person or entity conflict with the interests or benefits of the CAM.

If a supplier is considering investing in any customer, supplier, developer or competitor of the CAM, he or she must first take care to ensure that these investments do not compromise on their responsibilities towards CAM. The policy requires that information to be given to CAM while making such an investment.

Notwithstanding that conflict of interest exist due to any historical reasons, adequate and full disclosure by the supplier should be made to the CAM's management.

### 7.3 Integrity, Anti-bribery, and Corruption

All personnel of the supplier shall deal on behalf of their company with professionalism, honesty and integrity, as well as high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be as such by third parties. The supplier shall not accept, facilitate or support money laundering. The supplier shall not (directly or indirectly) offer any gift, entertainment, trip, discount, service, or other benefit from his organization to any official of CAM which would or reasonably appear to be capable of influencing such person to act in a manner which is against the interest of the CAM Industrial Services.

### 7.4 Financials and accounting practices

All financial transactions shall be reported in accordance with generally accepted accounting practices, and the accounting records must show the nature of all transactions in a correct and non-misleading manner. The supplier shall comply with the tax laws and regulations of country in which it operates. Where tax laws do not give clear guidance, prudence and transparency shall be the guiding principle.

### 7.5 Non-compliance

All personnel of the supplier shall, in his or her business conduct, comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which he or she operates.

### 7.6 Disclosure of Information:

All business dealings should be transparently performed and accurately reflected on supplier's business books and records. Falsification of records or misrepresentation of conditions or practices in the supply chain are unacceptable.

### 7.7 Intellectual Property:

Suppliers shall respect the intellectual property rights of others, including CAM Industrial Services, its affiliates and business partners. Suppliers must take appropriate steps to safeguard and maintain confidential and proprietary information of CAM Industrial Services and shall use such information only for the purposes specified for use by CAM Industrial Services. Suppliers shall observe and respect all CAM Industrial Services patents, trademarks and copyrights and comply with all requirements as to their use as established by CAM Industrial Services. Suppliers shall not transmit confidential or proprietary information of CAM Industrial Services via the internet unless such information is encrypted accordance with minimum standards established by CAM Industrial Services.

### 7.8 Fair Business, Advertising and Competition:

Suppliers shall conduct their business in full compliance with anti-trust and fair competition laws, and disclose information regarding business activities, structure, financial situation and performance in accordance with applicable laws. And standards of fair business, advertising and competition shall be upheld.

### 7.9 Protection of Identity and Non-Retaliation:

Supplier shall implement and maintain programs that ensure the confidentiality, anonymity and protection of supplier and employee whistleblowers. Supplier should have a communicated process for their personnel to be able to raise any concerns without fear of retaliation.

### 7.10 Privacy:

Supplier shall commit to protecting the reasonable privacy expectations of personal information of everyone they do business with, including suppliers, customers, consumers, and employees. Supplier shall comply with privacy and information security laws and regulatory requirements when personal information is collected, stored, processed, transmitted, and shared.

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## 8 MANAGEMENT SYSTEM

### 8.1 Marketing And Sales

The supplier shall not make false statements or provide misleading information regarding its products or their performance, including the safety and environmental attributes of the products. Supplier shall compete with other suppliers in a fair manner and with integrity. Supplier shall not exchange information or enter into agreements or understandings with competitors, customers or suppliers in a way that improperly influences the market place or outcome of a bidding/negotiation process.

### 8.2 Protecting Assets

The assets of the CAM shall not be misused but shall be employed for the purpose of conducting the business for which they are duly authorized. These include tangible assets such as equipment and machinery, systems, facilities, materials and resources as well as intangible assets such as Intellectual Property Rights, Knowhow & Technology, proprietary information, relationships with customers and suppliers, etc.

The supplier must maintain physical and electronic security for all confidential information. Supplier's employees should use extreme care in protecting confidential or proprietary information of any kind. Face-face discussions should be conducted in a secure location.

If confidential information to be discussed or exchanged between CAM and the supplier, or the supplier and a Third Party, the parties must first ensure that a confidentiality or Non-Disclosure Agreement has been signed and is being complied with.

### 8.3 Company Commitment:

A corporate social and environmental responsibility policy statements affirming supplier's commitment to compliance and continual improvement, endorsed by executive management and posted in the facility in the local language.

### 8.4 Management Accountability and Responsibility:

Identification of senior executive and company representative(s) responsible for ensuring implementation of the management systems and associated programs. Senior management reviews the status of the management system on a regular basis.

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## 8.5 Legal and Customer Requirements:

A process to identify, monitor and understand applicable laws, regulations, and customer requirements, including the requirements of this Code.

## 8.6 Risk Assessment and Risk Management:

A process to identify and control the legal compliance, environmental, health and safety and labor practice and ethics risks associated with supplier's operations.

## 8.7 Improvement Objectives:

Written performance objectives, targets and implementation plans to improve supplier's social and environmental performance, including a periodic assessment of supplier's performance in achieving those objectives.

## 8.8 Training:

Programs for training managers and workers to implement supplier's policies, procedures, improvement objectives and to meet applicable legal and regulatory requirements.

## 8.9 Communication:

A process for communicating clear and accurate information about supplier's policies, practices, expectations and performance to workers, suppliers and Cam Industrial Services.

## 8.10 Worker Feedback, Participation and Grievance:

Ongoing processes, including an effective grievance mechanism, to assess workers' understanding of and obtain feedback on or violations against practices and conditions covered by this Code and to foster continuous improvement. Workers must be given a safe environment to provide grievance and feedback without fear of reprisal or retaliation.

# 9 EQUAL OPPORTUNITY, WAGES AND WORKING HOURS

## 9.1 Equal Opportunity:

The supplier shall provide equal opportunities to all its employees and all qualified applicants for employment, without regard to their race, caste, religion, colour, ancestry, marital status, sex, age, nationality and disability. Employees of the Supplier shall be

treated with dignity and in accordance with maintaining a work environment free of sexual harassment, whether physical, verbal or psychological. Suppliers will be required to meet the requirements of any applicable discrimination legislation. Our suppliers will be treated fairly and equally during the tendering and purchasing process, with decisions made on the basis of clear selection criteria.

### 9.2 Working Hours:

Working hours are not to exceed the maximum set by local law. Further, a workweek should not be more than 48 hours per week, including overtime, except in emergency or unusual situations. Workers shall be allowed at least one day off every seven days.

### 9.3 Wages and Benefits:

Supplier shall comply with applicable laws relating to wages and benefits (including minimum wages, overtime pay/rate, equal remuneration and legally mandated benefits). Supplier must not use deductions from wages as a disciplinary measure and must pay workers in a timely manner including a provision of clear and understandable wage statement for each pay period.

## 10 RIGHT TO CONDUCT AUDIT

CAM reserves the right to conduct a full audit if necessary to ensure compliance of Supplier Code of Conduct. CAM's Suppliers shall attain the right to audit over their suppliers to assess the working conditions and extent to which workers' labour rights are being upheld. Records of audits undertaken of the suppliers' supply chain shall be available on request.

## 11 ADDITIONAL REQUIREMENTS

### 11.1 Solicitation by Suppliers:

All suppliers shall comply with all guidelines issued by of CAM Industrial Services relating to access to of CAM Industrial Services facilities, offices and departments, and employees. No supplier shall use of CAM Industrial Services computer system, including its electronic mail system and internet site, for purpose of sending unsolicited electronic mail messages to the of CAM Industrial Services community. Suppliers must receive prior written authorization from of CAM Industrial Services Supply Chain Management to hold trade shows, demonstrate products, utilize of CAM Industrial Services resources (i.e., bulletin boards), or make unsolicited calls on of CAM Industrial Services departments.

### 11.2 Monitoring and Compliance:

CAM Industrial Services or its representatives may engage in monitoring activities to confirm supplier's compliance to this Code, including on-site audits and inspections of facilities, use of questionnaires, review of publicly available information, or other measures necessary to assess supplier's performance and comply with applicable due diligence legal requirements. Any CAM Industrial Services supplier or CAM Industrial Services employee that becomes aware of violations of this policy is obligated to notify of CAM Industrial Services Supply Chain management. Based on the assessment of information made available to of CAM Industrial Services, CAM Industrial Services reserves the right (in addition to all other legal and contractual rights) to disqualify any potential supplier or terminate any relationship with any current supplier found to be in violation of the Code without liability to CAM Industrial Services.

## 12 VIOLATION AND CORRECTIVE ACTION

### 12.1 Application:

This Code is a general statement of CAM Industrial Services expectations with respect to suppliers. All CAM Industrial Services suppliers, their employees and extended supply chain are expected to comply with the requirements detailed in this Code. This Code should not be read in lieu of, but in addition to, any supplier obligations as set forth in any (i) request for proposal or other solicitation, or (ii) agreements by and between CAM Industrial Services and the supplier.

### 12.2 Compliance:

In the event of a conflict between this Code and any All CAM Industrial Services solicitation document or applicable agreement, the terms of the solicitation document or applicable agreement shall control. CAM expects its suppliers to comply with the conditions of the Supplier Code of Conduct and maintain a system to monitor compliance. If CAM determines that a supplier has violated this code, the supplier must provide information relating to the incident(s) and show within 30 days the action taken to correct the condition. CAM may follow up to make sure the condition has been corrected.

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## 13 ACKNOWLEDGMENT:

(To be printed on Supplier's letter head)

### **Compliance of Supplier Code of Conduct**

I acknowledge receipt of Supplier Code of Conduct of CAM Industrial Services having registered office at No 10, Hotel Ashok Plaza, Unit 'Z' Square Business Centre, 18th June Road, Panaji Goa 403 001. I understand the standards and policies contained in the supplier code of conduct. I affirm that I have read the conduct and adhere to the policies mentioned in the supplier code of conduct.

Supplier name:

Official name:

Signature:

Designation:

Date:

Seal of Supplier: