



UNIPARTS INDIA LIMITED SUPPLIER CODE OF CONDUCT

INTRODUCTION

UNIPARTS INDIA LIMITED, including its affiliates and group companies, wants to be an attractive business partner and seeks reliable and fair relations with its suppliers for the mutual benefit of UNIPARTS INDIA LIMITED and its suppliers. UNIPARTS INDIA LIMITED expects from its supplier's competence and continuous improvement in quality, cost control, innovation, reliability, and sustainability.

The UNIPARTS INDIA LIMITED Supplier Code of Conduct ("Code") illustrates the values according to which UNIPARTS INDIA LIMITED operates globally. UNIPARTS INDIA LIMITED expects its suppliers to comply with the requirements of the Code in their dealings with UNIPARTS INDIA LIMITED, their own employees and suppliers, as well as third parties including government officials.

1. LEGAL COMPLIANCE

The supplier shall comply with all applicable laws and regulations.

The Code is not a substitute for, nor should it be considered to override, applicable laws and regulations, but sets the minimum standards of behavior that are to be followed by the supplier. To the extent the supplier is unable to comply with the Code due to laws and regulations, the supplier shall, to the extent reasonably possible, adhere to the spirit of the Code.

If local customs or practices are in contradiction with the Code, the supplier shall comply with the Code.

2. BUSINESS CONDUCT

2.1 Ethical Conduct

The supplier shall in all its operations be committed to high ethical standards in its business practices and shall prohibit any corrupt or fraudulent practices or money laundering activities.

2.2 Prohibition of Corrupt Practices

UNIPARTS INDIA LIMITED expects its suppliers to have zero tolerance towards bribery and corruption. The supplier shall ensure that its directors and employees or any third parties acting on its behalf do not offer, promise, give or accept any bribes, or make or accept improper payments to obtain new business, retain existing business, or secure any other improper advantage. In particular, the supplier shall not engage in any form of bribery or kickback scheme or otherwise offer any incentive to UNIPARTS INDIA LIMITED employees or their family or friends in order to obtain or retain any business.

The supplier should not provide any gift, corporate hospitality (including business lunches, dinners, or entertainment) or other benefit to, or at the request of, a UNIPARTS INDIA LIMITED employee in any situation in which it might influence, or appear to influence, an employee's decision in relation to the supplier.

UNIPARTS INDIA LIMITED employees are not permitted to accept gifts, corporate hospitality or other benefits from a supplier who is involved in any ongoing or imminent tender or contract negotiations with UNIPARTS INDIA LIMITED, or if the employee



is in a position to influence the choice of supplier.

In other circumstances, suppliers may offer modest business courtesies, provided they comply with applicable laws, and are limited in their scope, value and frequency. Cash or equivalent, such as gift cards, can never be offered. Supplier must never provide any gifts, corporate hospitality or other benefits to a UNIPARTS INDIA LIMITED employee's family members.

2.3 Conflicts of Interest

The supplier should avoid any interaction with UNIPARTS INDIA LIMITED employees that may conflict, or appear to conflict, with that employee's duty to act in the best interests of UNIPARTS INDIA LIMITED. The supplier shall disclose to UNIPARTS INDIA LIMITED all conflicts of interest or situations giving the appearance of a conflict of interest in its engagement with UNIPARTS INDIA LIMITED.

The supplier must inform UNIPARTS INDIA LIMITED if a UNIPARTS INDIA LIMITED employee or his/her immediate family member holds a material financial or other interest in the supplier, holds a managerial position at the supplier, or works for the supplier.

2.4 Fair Competition

The supplier shall compete in a fair manner in compliance with all applicable competition laws and regulations. For example, the supplier shall not enter into any agreements with its competitors to increase prices or to restrict the availability of products.

3. TRADE COMPLIANCE

The supplier shall comply with all applicable export control laws and regulations, including but not limited to international trade sanctions.

The supplier is required to inform UNIPARTS INDIA LIMITED without undue delay if (i) the supplier itself, its immediate owner or ultimate beneficial owner, or any director, officer or representative of the supplier, is or becomes subject to international trade sanctions or restrictions, or (ii) the supplier becomes subject to a sanctions compliance investigation, or (iii) the supplier is or becomes aware that any of the products, software or technology it supplies to UNIPARTS INDIA LIMITED is subject to any export controls or export license requirements.

The supplier is required to provide UNIPARTS INDIA LIMITED upon request with information about the manufacturing/procurement location of the products it supplies to UNIPARTS INDIA LIMITED together with supporting documents.

4. LABOR AND HUMAN RIGHTS

The supplier is expected to respect internationally recognized human rights, including those set out in the International Bill of Human Rights, the UN Guiding Principles on Business and Human Rights, and the principles set out in the International Labor Organization's Declaration on Fundamental Principles and Rights at Work.

4.1 Non-discrimination

The supplier shall treat its employees in a fair and equal manner. The supplier shall not discriminate in the hiring, compensation, promotion, discipline, termination, or retirement of employees based on gender, gender identity, age, religion, marital status, sexual orientation, disability, social class, political opinion, or national or ethnic origin, or any other characteristic that does not relate to the individual's qualifications or the inherent requirements for the job.

4.2 Child or Forced Labor

The supplier shall not use workers under the age of 18 or under the local legal minimum age



for work or mandatory schooling age, whichever is higher. No young worker shall do work that is mentally, physically, socially or morally dangerous or harmful or interferes with their schooling by depriving them of the opportunity to attend school. The supplier shall under no circumstances use forced labor (including trafficked, indentured, or bonded labor) or contract with subcontractors or suppliers using child labor or forced labor. Mental and physical coercion, slavery and human trafficking are prohibited.

4.3 Respect and Dignity

The supplier shall treat its employees with dignity and respect and shall ensure that no worker is subject to any physical, sexual, psychological or verbal harassment, abuse or other form of intimidation.

4.4 Terms of Employment

The supplier shall ensure that compensation paid to its employees (including contractors, temporary or part-time employees) complies with all applicable wage laws, including those relating to minimum wages, overtime hours, paid leave and mandatory benefits. The supplier shall ensure that all employees are provided with employment documents that are freely agreed and which respect their legal and contractual rights.

4.5 Freedom of Association

The supplier shall respect its employees' right to freely associate and bargain collectively in compliance with all applicable laws and regulations. Employees shall not be intimidated or harassed in the exercise of their legal right to join or refrain from joining any organization.

4.6 Grievances

The supplier shall provide its employees with the means to raise their concerns about any of the compliance requirements outlined in this Code, and any employee who makes such a report in good faith shall be protected from retaliation.

4.7 Community Rights

The supplier shall respect community rights, such as access to land, land usage rights and the right to a safe environment, in all its operations. The supplier should assess, anticipate, and avoid negative impacts on local communities within which it operates whenever possible, with a particular emphasis on vulnerable groups such as children, ethnic minorities and indigenous people.

5. HEALTH AND SAFETY

The supplier shall ensure that its employees have a safe and healthy working environment in compliance with all applicable laws and regulations.

Appropriate health and safety information, training and equipment shall be provided to the supplier's employees. The supplier shall also have effective safety programs in place covering at least human safety, emergency preparedness and exposure to dangerous chemicals, biological substances, epidemics, and pandemics. The supplier's employees shall not be under the influence of alcohol or drugs while working for UNIPARTS INDIA LIMITED.

6. ENVIRONMENT

The supplier shall make all reasonable efforts to protect the environment, and to minimize any negative environmental impact of its activities.

The supplier shall comply with all applicable environmental laws and regulations, as well as any UNIPARTS INDIA LIMITED requirements regarding the prohibition, restriction, labeling for recycling or disposal of specific substances.

The supplier shall obtain, maintain and comply with all environmental permits, licenses and registrations necessary for its operations. The supplier shall monitor, control, minimize and appropriately treat emissions and pollutants



(to air, soil and water) and other waste generated from its operations. The supplier shall strive to continuously reduce the carbon footprint of its operations through actions such as improving energy efficiency, sourcing renewable energy and eliminating, reducing and recycling waste.

The supplier shall have an appropriate, structured and systematic approach to managing its environmental responsibilities that includes, if applicable, establishing a suitable environmental management system.

7. IPR AND PUBLICITY

The supplier shall comply with all applicable laws and international treaties on intellectual property rights. The supplier shall not infringe UNIPARTS INDIA LIMITED's or any third party's intellectual property rights.

Unless otherwise agreed, the supplier is not entitled to publicize its cooperation with UNIPARTS INDIA LIMITED or utilize UNIPARTS INDIA LIMITED trademarks without the express prior written consent of UNIPARTS INDIA LIMITED.

8. MONITORING AND REPORTING

The supplier shall regularly monitor its compliance with the Code.

The supplier shall upon request provide UNIPARTS INDIA LIMITED access to all relevant information and documents needed to verify the supplier's compliance with the Code. Should UNIPARTS INDIA LIMITED have a reason to believe that the supplier may be in breach of the Code, UNIPARTS INDIA LIMITED may itself or through a third-party auditor survey the supplier's relevant premises to validate the supplier's compliance with the Code.

Should the supplier have, in the opinion of the UNIPARTS INDIA LIMITED, violated the Code, UNIPARTS INDIA LIMITED is entitled to terminate the

business relationship with the supplier with immediate effect and supplier shall be liable to indemnify UNIPARTS INDIA LIMITED towards such violation.

If the supplier becomes aware of a breach of any of the requirements of Code by its own employees or UNIPARTS INDIA LIMITED employees, the Supplier shall inform UNIPARTS INDIA LIMITED as soon as possible. If the supplier is unable to discuss with UNIPARTS INDIA LIMITED, reports can be sent to compliance.supplier@unipartsgroup.com

9. APPLICABILITY

By agreeing to work with UNIPARTS INDIA LIMITED the supplier confirms that it and its affiliates comply with the Code. An "affiliate" refers in this Code to an entity that is controlled by the supplier entity, controls the supplier entity or is under common control with the supplier entity.

The supplier shall ensure that its suppliers, sub-contractors, consultants, and partners comply with the principles of the Code.