



MANUCHAR GROUP

Supplier Code of Conduct

Manuchar
Your partner in emerging markets

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1. Introduction

Manuchar is a leading distributor of chemicals in emerging markets and also actively trades several other commodities like polymers and steel. Manuchar is recognized as an exceptionally reliable partner throughout emerging markets.

Our proven business model is based on deep local market knowledge and a resilient global distribution and supply chain network, in line with our mission to keep your production running. Anytime. Anywhere.

Manuchar voluntarily undergoes a yearly sustainability assessment by the international rating agency EcoVadis. EcoVadis evaluates the sustainability performance of companies in terms of four categories: environment, labour practices, fair business practices and sustainable procurement.

Manuchar is committed to conducting business in an ethical, respectful, honest, safe, social and environmentally responsible way, in accordance with the laws and regulations of all places in which we operate. Manuchar's Code of Conduct serves as a compass for our team, helping us adhere to its principles enhancing ethical behaviour and ensuring compliance with both company policies and the laws governing our operating markets. We are committed to ensuring the highest legal and ethical standards are met throughout our operations, including by our suppliers and business partners (Suppliers).

This Supplier Code of Conduct sets out the standards in the areas of ethics, employment and human rights, product safety and quality, health and safety, compliance with laws and regulations, anti-bribery and anti-corruption, business integrity and financial records, environment, trade controls and sanctions, and data privacy and protection which we expect our Suppliers to comply with. Suppliers are also encouraged to instil the principles of this Code through their own supply chain.

In addition to the Supplier Code of Conduct, Manuchar's purchases of goods and/or services are governed specific agreements and/or by our General Terms & Conditions of Purchase which can be found on our [website](#).

2. Scope

This Supplier Code of Conduct applies to all Suppliers of goods and services to Manuchar worldwide.

Manuchar expects its Suppliers to comply with this Code and all applicable laws, regulations and industry standards.

Suppliers must also:

- **Provide information** which is timely delivered, accurate and relevant, while ensuring that intellectual property rights of other parties (patents, trademarks, copyright, and confidential information) as well as competition rules are respected.
- **Not disclose any confidential information** of Manuchar and ensure the information is secured and protected.
- **Support audits or assessments** initiated by Manuchar to ensure compliance with applicable laws and regulations and our policies and to take appropriate steps to mitigate any concerns.
- **Keep accurate records** of business transactions with Manuchar.

We strongly recommend that our suppliers undergo EcoVadis sustainability assessments and share their scorecard with Manuchar.

3. Key principles



Terms of Employment and Human Rights

Manuchar is committed to respecting international human rights standards including the UN Declaration of Human Rights and relevant International Labour Organisation conventions. Our Suppliers are expected to treat people fairly and with respect, dignity and implement an inclusive and ethical work environment, in accordance with all local labour and employment laws and regulations related to working hours, wages, human trafficking, the prevention of child labour, forced labour and modern slavery.

Child labour

Each Supplier must ensure that illegal child labour is not used during the performance of its obligations. It must comply with applicable law regarding minimum employment age in the countries of its operations. If no local law exists regarding child labour, the Supplier must not employ persons below the age of 15. If local law on the matter exists, the Supplier must abide by it with the understanding that the Supplier must not assign workers under the age of 18 to hazardous work regardless of the local law provisions.

Forced labour

Suppliers undertake to protect internationally proclaimed human rights in their operations

and for their employees, and not to, directly or indirectly, use forced labour (including, but not limited to, modern slavery and human trafficking) or labour resulting from mental or physical coercion, intimidation or abuse.

Employment practices

Suppliers must act in accordance with applicable employment laws. Wages, benefits and working hours must meet the requirements mandated by local laws.

Discrimination and harassment

Suppliers must provide equal employment opportunities and prohibit any form of discrimination including: any distinction, exclusion or preference based on age, gender identity, race, ethnic background, sexual orientation, political opinion, nationality, religious beliefs, physical or mental disability or any other personal characteristic. Suppliers are expected to ensure that their employment environment is free from physical, psychological and verbal harassment.

Freedom of association

Suppliers are expected to respect the rights of employees to associate freely, join labour unions or workers' councils, and seek representation. Suppliers must ensure employees are able to communicate openly with management regarding working conditions without fear of reprisal, intimidation, penalty or any other interference.



Product Safety and Quality

Suppliers are expected to provide products and services that are safe, of a quality that meets agreed specifications and compliant with all applicable laws and regulations.

Suppliers must retain and provide when requested safety documentation for products related to hazardous materials and information on product traceability.



Health and Safety

Suppliers must ensure a safe and healthy work environment compliant with all applicable health and safety laws.

Risk identification and process safety

Suppliers must have appropriate systems and processes in place to identify and mitigate occupational and external hazards.

Worker protection

Suppliers shall protect all their employees, contractors, and any others who may be impacted by their activities against hazards inherent in any processes and products.

Hazard information

Suppliers undertake to ensure that safety information related to hazardous materials and products is provided to employees, and that employees handling hazardous materials and products are adequately trained and protected.



Compliance & Business Ethics

Anti-Bribery and Anti-Corruption Laws

Manuchar has a zero tolerance for any form of bribery or corruption by its Suppliers. Manuchar's Anti-Bribery and Anti-Corruption Policy reinforces our commitment to ensure compliance with all applicable Anti-Bribery Laws including the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Belgian Criminal Code and laws prohibiting corruption or bribery in other jurisdictions. Our Suppliers must adhere to all applicable anti-corruption laws.

Suppliers may not offer or accept bribes, illegal payments or make any other inducement in relation to their business with Manuchar. This includes a prohibition of facilitation of payments. Suppliers must undertake due diligence to detect and prevent corruption in its business arrangements involving Manuchar.

Gifts, hospitality and entertainment

Any gifts, hospitality or entertainment must be reasonable, business-related and not intended to influence business proceedings or gain an unfair competitive advantage. Suppliers must ensure that any exchange of business courtesies does not violate the rules and standards of the recipient's organization.

Conflicts of Interest

A conflict of interest occurs when an individual or entity is in a position a natural or legal person is able to exploit its authority or influence for personal or secondary gain, rather than acting in the best interest of a primary responsibility or obligation. Suppliers must promptly disclose any actual or potential conflict of interest to Manuchar arising out of its business relationships with Manuchar.

Anti-Money Laundering

Suppliers must ensure that they do not engage or involve Manuchar in money-laundering activities. When conducting business with Manuchar, Suppliers must act in compliance with the requirements of all relevant anti-money laundering legislation applicable to the markets in which it operates.

Competition and Anti-trust

Manuchar believes in fair competition and we select the companies we work with based on this. We expect our Suppliers to follow all applicable laws, rules and regulations in the countries in which they operate, to preserve a competitive marketplace.



Business Integrity and Financial Records

Suppliers must maintain accurate financial books, records, and accounts related to their business with Manuchar. Suppliers must not alter or misrepresent any record entries or underlying transactions.



Data Privacy and Protection

Each Supplier must protect the privacy of individuals and the security of confidential information. Suppliers must comply with applicable data privacy laws. In the instance of a (potential) breach of physical or information security, Suppliers must promptly notify Manuchar and take all reasonable steps to investigate and remedy the breach.



Trade Controls and Sanctions

Trade controls and sanctions refer to regulatory measures imposed by international bodies and governments, including the United States and the European union, among others, to manage, restrict, or prohibit the import, export, or financial transactions involving certain goods, services, or individuals for reasons such as national security, foreign policy, or non-proliferation objectives. Each Supplier is required to comply with all applicable trade controls and sanctions legislation governing transactions with certain countries, products and individuals that may be restricted due to embargoes, trade sanctions, 'blacklists' or 'terrorist lists'.



Environment, Sustainability and Community Well-Being

Manuchar is committed to minimizing our ecological footprint and creating a sustainable future for the communities where we operate.

As such, also our Suppliers must operate in a way that conserves natural resources, protects the environment and those living in the communities in which they operate. Suppliers must comply with all applicable environmental laws and regulations, recognize their environmental and community impacts, and understand how they can further increase their efforts in the following areas:

- Supporting social, economic, and education development of communities in which they operate and reducing negative social impacts of their operations.
- Promoting a culture that values the environment and acting to protect the environment in which they operate.
- Continuously improving environmental and resource management via reduce, reuse, and recycle programs.
- Applying innovation to improve operating and energy efficiencies and reduce or eliminate waste.
- Measuring, managing, and reporting environmental data in accordance with applicable standards.
- Minimizing negative impact on biodiversity, climate change and water scarcity to protect the livelihood of people.



Responsible sourcing

Conflict minerals

Suppliers using minerals such as tin, tungsten, tantalum and gold must ensure that they meet Responsible Sourcing Standards, set by the Organization of Economic Co-operation and Development and that minerals are responsibly sourced from sustainable and conflict-free resources only.

Forestry

All wood, boards and wood related products supplied to Manuchar should not come from:

- Illegally harvested forests.
- Forestry operations engaged in forest-related social conflicts.
- Geographically identified Intact Natural Forests (INF) or high Conservation Value Forests, unless they are certified as sustainably managed.
- Natural forests in the tropical and sub-tropical regions being converted to plantations or non-forest use.
- Officially recognized and geographically identified commercial genetically modified tree plantations.



Reporting

Anyone can report known or suspected violations of the Supplier Code of Conduct through one of the following channels detailed below. Reports can be made confidentially and, if preferred, anonymously through our Whistleblowing Platform.

Reporting Methods



Whistleblowing Platform

You can report a concern on our external [Whistleblowing Platform](#). While using the Whistleblowing Platform you can choose to report confidentially or to remain anonymous.

The requirements of this Code are not subject to waiver. Neither Manuchar, its Suppliers and their business partners, nor their personnel or representatives are authorized to propose or approve conduct inconsistent with this Code.



Email the Compliance Department

You can email a report or concern to the Compliance Department on compliance@manuchar.com. Ensure that your email subject contains the word “CONFIDENTIAL”.

In case Manuchar becomes aware of any actions or conditions in breach of this Code, Manuchar reserves the right to demand corrective measures. Manuchar has the right to terminate an agreement with any Supplier or business partner who does not comply with this Code immediately and with no liability on its side.



Mail the Compliance Department

You can mail a report or concern to the Compliance Department by sending a letter to Manuchar – attn. Compliance Department, Rietschoorvelden 20, B-2170 Merksem, Belgium. Ensure that your envelope contains the word “STRICTLY CONFIDENTIAL”. If your concern relates to, or involves, the Chief Compliance Officer, the letter should be addressed to the attention of the CEO.



Monitoring and Compliance

Compliance

The undersigned Supplier hereby acknowledges and agrees that any and all of its affiliates, employees, agents, representatives and subcontractors doing business with Manuchar and/or any of its affiliates, has received and read this Supplier Code of Conduct and will abide by it.

Supplier Due Diligence

Manuchar conducts due diligence of all its Suppliers prior to conducting business. Suppliers undertake to accept and cooperate with Manuchar's due diligence activities. In addition, Manuchar expects its Suppliers to conduct adequate due diligence of any third parties it engages during the course of its business with Manuchar.

Monitoring

Manuchar may request the Supplier proof of performance regarding topics included in this Code and the Suppliers agree that Manuchar has the right to audit activities relevant to the Manuchar Supplier Code of Conduct. Should the Supplier not meet the requirements of this Supplier Code of Conduct, the Supplier agrees to cooperate with Manuchar to implement a corrective action plan.

Please consider the environment before printing.