

Havells India Limited

CODE OF CONDUCT FOR VENDORS

Purpose & Scope: We at Havells India Ltd (“Havells”) are convinced that good market leaders are characterized by competence and integrity. This ensures that we create value by fulfilling our commitments to our vendors, customers, employees and society in which we operate and act with sound and effective corporate values.

Havells works hard to integrate ethical concerns into our business practices and follow a clear Code of Conduct, instructing all Havells employees, as how the business should be performed under best practices and principles of corporate governance.

It is imperative that our Vendors, which we regard as our ‘Extended Enterprise’, conduct business respectfully in line with the values and principles on which Havells itself respects and operates.

This Code is an integrated into our day-to-day procurement and operations and an integral part of our Vendor Qualification, Development, and Evaluation requirements.

The Code is established on the following organizational values:

INTEGRITY, COMPASSION, COURTESY, RESPECT and FAIRNESS

This relies on our vendors being responsible for their own professional behavior, within the provisions of the Code of the Havells. In case of any doubt arising in business relationship, vendors should discuss with Havells for better clarity.

1. **Personal behavior:** Vendors are expected to act honestly in all of their duties, when dealing with organization, during negotiation of contracts and other related works.
2. **Natural justice, Fairness and Equity:** Vendor must ensure and demonstrate practices to promote equal opportunities for and treatment of its employees irrespective of skin colour, race, nationality, social background, disabilities, sexual orientation, political or religious conviction, sex or age.
3. If the vendor is required to investigate complaints or issues, they must act promptly, and in fair manner. The principles of natural justice must be maintained in dealing with each investigation.
4. **Use of Facilities, Machinery, Equipment's:** Vendors should take all possible care, when using Havells property, goods, intellectual property rights and ensure that they are used efficiently, carefully and honestly. Unless a written permission has been granted at appropriate level of Havells, such resources cannot be used for private or for any other purposes.
5. **Confidential information:** Vendors have an obligation to ensure that all commercial and business information of Havells is secured against loss, misuse or un-authorized access, modification or disclosure. Vendors have a duty to maintain the confidentiality, integrity and security of all commercial and business information, for which they are responsible. The Vendors shall also keep in strict confidence all communications, technical or commercial know-how, specifications, inventions, processes or initiatives, which are of a confidential nature as have been disclosed by Havells to the Vendors, its employees, agents, consultants or subcontractors and any other confidential information concerning Havells business or its products which they may obtain.
 - I. The Vendors may disclose the above mentioned information to its employees, representatives or subcontractors who need to know such information for the purposes of carrying out the Vendor's obligations towards Havells or as may be required by law, court order or any governmental authority. The Vendors shall ensure that all such persons shall also comply with this clause in all respect.

- II. The Vendors shall not use any of such information for any purpose other than to perform its obligations, as agreed with Havells.
- III. The Vendors shall protect all business and operating secrets, as well as confidential information from third parties. This obligation to maintain confidentiality shall extend to everything that has been entrusted or become known to them or shall still be entrusted to them in connection with the implementation of the contractual relationship.
- IV. Any Information including but not limited to Drawing/Design or any modification suggested by Havells shall be sole property of Havells and the Vendor cannot use the same in any supply other than to Havells.
6. **Commissions, Gifts, Benefits and Entertainment:** Havells is strongly committed in observing the highest ethical standards in all its procurement activities. This code has been prepared to provide clear summary of Havells expectation from the Vendors in all procurement dealings, ensuring that internationally applicable and recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities. Havells procurement ethics focuses on zero tolerance on corruption and bribery to concerned authority w.r.t procurement of business, avoiding any form of conflict of interest and honest representation of Vendor's capabilities. No Vendor shall offer any commission, gift, benefit and entertainment directly or indirectly, in cash or in kind, to any Havells Employee, or to any family member of such Havells employee.
7. **Statutory Compliances:** Vendors must comply with all applicable laws, rules, regulations, policies of the country diligently in full including but not limited to Taxation laws, Contract Labour Regulations and Prohibition Act, Employees states Insurance Act, Environment health & safety Act, Child Labour Act, Equal remuneration Act, Sexual Harassment of women at work place Act and other Acts as may be applicable from time to time. Any loss arising out of any non-compliances shall purely be payable by the Vendors.
8. **Intellectual Property Rights:** The Vendor undertakes not to use trademarks, package designs, markings and concepts (referred as IPRs) in identical and / or deceptively similar manner for any purpose. The Vendor acknowledges that all IPRs used by it are the property of Havells and that any rights accrued or may accrue from their usage shall inure to the sole benefit of Havells. The Vendor agrees not to dispute the title of Havells to the IPRs in any manner and undertakes not to set up any claim that gives Vendor any right, ownership or interest therein.
9. **Non-disclosure of price sensitive information:** Vendor shall not use or proliferate any information which is considered to be price sensitive information and are required to strictly adhere to Code of Conduct framed by Havells on price sensitive information. Relevant code is available on company website.
- Price sensitive information may include the following:-
- Restructuring plans
 - Acquisition and divestiture of businesses or business units
 - Financial information such as profits, earnings and dividends
 - Raising finances
 - Asset revaluations
 - Announcement of new product introductions or developments
 - Investment decision/plans
 - Major supply and delivery agreements etc.
10. **Conflict of Interest:** If you feel that you have an actual or potential conflict with Havells group or any of its employees you must report all pertinent details to appropriate authority.
11. **Undertaking:** The Vendor acknowledges and undertakes under Annexure A that the designs and drawings received from Havells are the property of Havells and / or its associated companies and will be used by Vendor solely and exclusively for the purpose as instructed to

Vendor from time to time. All originals and copies of the said designs and drawings will be returned on completion of the purpose.

12. **Reporting Violations:** Report to Havells management of any misconduct or any potential violation of Code by Havells employee. Prompt reporting of violations is in the best interest of everyone. Reports will be handled as confidential as possible or you may anonymously report such incidence online through dedicated email id at: vendorconnect@havells.com.

Acknowledgment and Acceptance, to be submitted together with VIS(Vendor Information Sheet)

This is to certify that we have fully read the Havells “Vendor Code of Conduct” attached above and understood the complete requirement of this Vendor’s Code of Conduct, we hereby commit to serve this Vendor Code of Conduct and to fully comply with all of its principles.

We also certify that the person signing this Code is duly authorized by our firm or the company to sign and accept this document in its behalf.

Vendor: _____

Address: _____

Representative: _____

Signature _____
(With rubber stamp):

Date: _____