Supplier Code of Conduct

DOCUMENT CONTROL	
Policy title	Supplier Code of Conduct
Approving body	ESG Committee
Applies to	All Suppliers of Arvind Limited and its subsidiaries, affiliates and divisions
Disclosure status	Public

Purpose and Standing of this Code

This Supplier Code of Conduct ("this Code") sets forth the basic requirements that we ask our Suppliers to respect and adhere to when conducting business with Arvind. It is one of the subject-specific policies that operate within the framework of Arvind's ESG Policy.

Compliance with this Code is a condition of doing business with Arvind. This Code is approved by the ESG Committee and is administered in accordance with Section 11.

1. Scope and Standards

1.1 Applicability

This Code is applicable to all Suppliers globally. "Supplier" refers to suppliers, service providers, vendors, traders, agents, consultants, contractors, joint venture partners and other third parties, including 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, Arvind Limited or any of its subsidiaries, affiliates or divisions ("Arvind").

1.2 Standards this Code Reflects

This Code embodies Arvind's commitment to internationally recognised standards, including the Core Conventions of the International Labour Organization and the United Nations' Universal Declaration of Human Rights, as well as prevalent industry standards and all other relevant and applicable statutory requirements concerning environmental protection, minimum wages, child labour, forced labour, anti-bribery, anti-corruption, and health and safety, whichever requirements impose the highest standards of conduct.

2. Labour and Human Rights

Suppliers are required to adhere to labour and human rights laws, ensuring no forced or child labour, providing equal opportunities, and preventing discrimination. They must also comply with minimum wage regulations, prevent slavery and human trafficking, refrain from charging recruitment fees, and avoid withholding worker identity documents.

Furthermore, the Supplier shall:

- Comply with all applicable local, state and national laws regarding human rights.

- Comply with Arvind's Human Rights Policy.
- Ensure that all their employees are hired of their own free will, and guarantee that all their operations are free from forced, bonded, compulsory, indentured or prison labour, or any other form of compulsory labour, and from child labour.
- Ensure that all its employees are provided equal employment opportunities, equal remuneration for equal work, an environment conducive to their growth, and freedom of association, and are free from any form of discrimination and harassment.
- Ensure compliance with the maximum working hours, minimum wages and statutory benefits prescribed by applicable laws and regulations.
- Comply with all slavery and human trafficking laws. Suppliers must ensure they have taken steps to ensure their business operations are free from slavery and human trafficking practices, both internally and within their supply chains and other external business relationships.
- Ensure that employees are not charged any fees or costs for recruitment, directly or indirectly.
- Not confiscate or withhold worker identity documents or other valuable items, including the work permits and travel documentation of any of its workers or employees.
- Uphold the principles of freedom of association, allowing employees the right to join or form trade unions and to engage in collective bargaining without fear of discrimination or retaliation.
- Ensure that there is no discrimination in its employment practices based on factors such as race, colour, religion, gender, sexual orientation, age, disability, or any other protected status under applicable laws and regulations.

3. Health, Safety and Environmental Sustainability

3.1 Health and Safety

The Supplier shall provide its employees with a safe and healthy working environment and comply with all applicable laws and regulations regarding working conditions.

3.2 Environmental Compliance

The Supplier shall follow all laws of the land, including laws on environmental sustainability and protection, greenhouse gas emissions, energy consumption, water use and wastewater discharge, pollution prevention, and waste management.

Where it applies to the goods or services supplied to Arvind, the Supplier shall comply with the Arvind Restricted Substance List (ARSL).

3.3 Environmental Improvement

Furthermore, the Supplier shall actively pursue efforts to:

- Reduce greenhouse gas emissions associated with its operations, products and services.
- Promote energy efficiency and minimise energy consumption through the adoption of sustainable practices and technologies.
- Implement pollution prevention measures and efficient waste management systems to reduce environmental impacts and minimise waste generation.
- Strive for resource efficiency by optimising the use of raw materials and water and minimising resource wastage.

3.4 Biodiversity and Land

The Supplier shall protect and promote biodiversity, and shall commit to no deforestation or land conversion. The Supplier shall avoid sourcing raw materials from sites containing globally or nationally important biodiversity.

4. Business Integrity

The Supplier shall not, directly or through intermediaries, take recourse to any unethical behaviour (implicit or explicit), or offer or promise any personal or improper advantage in order to obtain or retain a business or other advantage from a third party, whether public or private, including any employee of Arvind. More specifically, the Supplier:

- Shall not offer or accept bribes or use other means of obtaining undue or improper advantage, shall not offer or accept any kickbacks, and shall not take any actions to violate, or cause its business partners to violate, any applicable anti-bribery laws and regulations, including the Foreign Corrupt Practices Act of the USA (FCPA), the Bribery Act of the United Kingdom, and the Prevention of Corruption Act of India.
- Shall not take advantage of any family, social or political connections to obtain favourable treatment, for the advancement of business, or to obtain any favours. Merit shall be the sole attribute of association with Arvind.
- Shall not enter into a financial or any other relationship with an Arvind employee that creates any actual or potential conflict of interest for Arvind. The Supplier is expected to report to Arvind any situation where an employee or professional under contract with Arvind may have an interest of any kind in the Supplier's business, or any kind of economic ties with the Supplier.
- Shall not offer any gift, hospitality or entertainment for the purpose of obtaining any advantage, order or undue favour.
- Shall desist from any unfair or anti-competitive trade practices.

5. Reporting of Unethical Practices and Grievance Redressal

The Supplier shall ensure that an effective grievance procedure has been established, so that any worker or employee, acting individually or with other workers, can submit a grievance without suffering any prejudice or retaliation of any kind.

Suppliers shall also forthwith report to Arvind any unethical activity or discrimination practised by any Arvind employee or by other Suppliers, through the contacts set out in Section 10.2.

6. Intellectual Property

The Supplier shall take appropriate steps to safeguard, and shall not infringe, any Arvind confidential and proprietary information, intellectual property or technology that comes to its knowledge during the course of its business relationship or dealings with Arvind. In the case of sub-contracting, confidential information shall be shared only with the consent of Arvind.

7. Third-Party Representation

Suppliers are not authorised to represent Arvind or to use Arvind's brands without the written permission of Arvind. Third parties and their employees who are authorised to represent Arvind are expected to abide by Arvind's Code of Conduct & Business Ethics Policy in their interactions with, and on behalf of, Arvind, including the confidentiality of information shared with them, and to sign a non-disclosure agreement to support the confidentiality of that information.

8. Prohibition on Insider Trading

If the Supplier becomes aware of material, non-public information relating to Arvind or its business, it may not buy or sell Arvind securities or engage in any other action to take advantage of that information, including passing that information on to others. In addition, if the Supplier becomes aware of material, non-public information about any other company, including Arvind's customers, suppliers, vendors or other business partners, that is obtained by virtue of the Supplier's interaction with Arvind, the Supplier shall not buy or sell that company's securities or engage in any other action to take advantage of that information, including passing that information on to others.

9. Supplier's Compliance Commitment

9.1 Compliance Commitment

Arvind expects the Supplier to adhere to all applicable laws and regulations and, in particular, to comply with this Code in letter and spirit. It is the Supplier's responsibility to read and understand the contents of this Code and of Arvind's Code of Conduct & Business Ethics Policy. As a condition of doing business with Arvind, the Supplier must comply with this Code and agree to uphold its values throughout its business association with Arvind. Acceptance of a purchase order issued by Arvind constitutes the Supplier's acceptance of this Code.

9.2 Minimum Requirements and Performance Indicator

The Supplier shall meet the following Minimum Requirements and report against the following Performance Indicator, as applicable to the goods or services supplied, as determined by Arvind.

Minimum Requirements

(a) Acknowledgement of this Code and acceptance of the purchase order issued by Arvind.

(b) No child labour; no forced, bonded, compulsory, indentured or prison labour; no recruitment fees charged to workers; and no confiscation or withholding of worker identity documents.

(c) Payment of at least the applicable minimum wage, working hours within legal limits, overtime paid at the statutory rate, and provision of statutory benefits, including registration under applicable social security schemes.

(d) Valid statutory licences, consents and clearances required to operate, including factory licence, pollution control board consents, fire safety clearance and building stability certification.

(e) A documented grievance procedure accessible to workers, as described in Section 5.

(f) Demonstrated practices, implemented across the Supplier's operations and supply chain, on anti-bribery and anti-corruption, prevention of sexual harassment, conflicts of interest and other aspects of good governance, together with disclosure of beneficial ownership and of any proceedings relating to anti-competitive practices.

Performance Indicator

(g) Valid certification, or a verified audit, against a recognised social, environmental or chemical management standard, such as SA8000, SMETA, WRAP, amfori BSCI, SLCP, ISO 14001, ISO 45001, OEKO-TEX, bluesign or GOTS.

9.3 Documentation and Verification

The Supplier shall maintain adequate documentation to demonstrate compliance with the principles of this Code, and shall allow Arvind access to check compliance upon request with reasonable notice. The Supplier shall provide information and supporting evidence against the Minimum Requirements and Performance Indicator in Section 9.2 when requested by Arvind. Where non-compliance with this Code is suspected or has been reported, Arvind may carry out visits to the Supplier's premises without prior notice.

9.4 Non-Compliance

Where non-compliance with this Code is identified, the Supplier shall cooperate with Arvind and carry out corrective action within the period agreed with Arvind. Where a Minimum Requirement in Section 9.2 is not met and corrective action is not completed within that period, Arvind may suspend the business relationship until the requirement is met.

9.5 Supplier Selection

Arvind considers the Supplier's performance against the Performance Indicator in Section 9.2 in supplier selection.

9.6 Notification of Improper Behaviour

The Supplier shall notify Arvind of any known or suspected improper behaviour by the Supplier relating to its dealings with Arvind, and of any known or suspected improper behaviour by Arvind employees.

10. Roles and Responsibilities

10.1 The ESG Committee

This Code is approved by the ESG Committee, which is constituted by resolution of the Board of Directors and reports to the Board. The ESG Committee oversees this Code and approves any amendment to it.

10.2 Management

This Code is owned by the Head of Sustainability, Arvind Limited, who is responsible for maintaining it and for keeping it aligned with the ESG Policy. Supplier relationships are managed by the purchase function of the concerned Arvind business in accordance with its procedures, including where non-compliance with this Code is identified.

Questions about this Code, and reports under Sections 5 and 9, may be addressed to the Head Commercial of the concerned Arvind business or to the Company Secretary, Arvind Limited.

10.3 Suppliers

Suppliers are responsible for complying with this Code and for maintaining the documentation described in Section 9.

11. Administration of this Code

11.1 Relationship to the ESG Policy

This Code gives effect to the commitments in Arvind's ESG Policy as they apply to Suppliers. Any inconsistency between this Code and the ESG Policy is resolved in line with the ESG Policy, and this Code is amended at its next review.

11.2 Disclosure

This Code is publicly available on Arvind's website. The version published on Arvind's website is the version in force.

11.3 Review

This Code is reviewed at least once every two years by the Head of Sustainability, and the outcome is approved by the ESG Committee. It is reviewed earlier where there is a material change in applicable law or in Arvind's ESG Policy. The date of the most recent review is recorded in the document control block, whether or not the review resulted in an amendment.