



Siddharth Grease & Lubes Pvt. Ltd.

**SUPPLIER  
CODE OF  
CONDUCT**

Version 2.0 – November 2025

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## 1. Introduction

Siddharth Grease & Lubes Pvt. Ltd. (hereafter referred to as SGLPL) is dedicated to conducting business in a manner that upholds the highest standards of ethics, transparency, integrity, quality, safety, and environmental stewardship. We believe that sustainable success is built upon a foundation of responsible behavior and shared values. Our vision is to be a globally trusted and respected manufacturer of lubricants and greases, consistently delivering value to our customers, employees, partners, communities, and stakeholders.

To this, we expect our business partners, including suppliers, service providers, contractors, and their subcontractors, to operate in a socially responsible, legally compliant, and ethically sound manner. This Supplier Code of Conduct defines the minimum standards and expectations for our suppliers' business conduct, and it is grounded in international conventions on human rights, labor practices, environmental protection, and anti-corruption, as well as recognized management system standards including:

- ISO 9001:2015 – Quality Management Systems
- IATF 16949:2016 – Automotive Quality Management Systems
- ISO 14001:2015 – Environmental Management Systems
- ISO 45001:2018 – Occupational Health and Safety Management Systems

SGL seeks to collaborate only with partners who share our commitment to these principles and who act as stewards of sustainable & ethical business practices.

The SGLPL Supplier Code of Conduct represents the values and core principles that guide the conduct of every SGLPL business. At SGLPL, we are committed to improve the quality of life of the communities we serve globally through long-term stakeholder value creation based on 'Leadership with Trust'. SGLPL has epitomized the true spirits of ethics in its interactions with all its stakeholders – be it the Customers, Suppliers, Employees, Shareholders, the Government or the Society at large.

SGLPL follows the Siddharth Grease & Lubes Code of Conduct globally and expects all Suppliers to adhere to the same principles of this Code of Conduct.

**“Supplier”** here means any business, company, corporation, person or other entity that provides, sells or seeks to sell, any kind of goods or services to SGLPL, including the Supplier's employees, agents and other representatives.

**“Supplier Representative”** means any individual who works for a Supplier, whether under a contract of employment or any other contract (written or oral) where an individual undertakes to do personally any work or services for the Supplier and includes, without limitation, Supplier's principals, officers, directors, employees and independent contractors.

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## **2. Requirements for Suppliers**

### **2.1 Products and Services**

The Suppliers shall be committed to supplying products and services of high quality that meet all applicable standards. The products and services offered shall comply with applicable laws, including product packaging, labelling and after-sales service obligations. The Supplier shall market its products and services on their own merits and not make unfair or misleading statements about the products and services of competitors.

### **2.2 Regulatory Compliance**

The Supplier shall comply with all applicable laws and regulations, both in letter and in spirit, in all the territories in which it operates.

### **2.3 Third Party Representation**

The Supplier shall represent our company only with duly authorized written permission from our company. They are expected to abide by the Code in their interactions with, and on behalf of us, including respecting the confidentiality of information shared with them.

The Supplier shall safeguard the confidentiality on the use of intellectual property and data of SGL.

### **2.4 Protecting Company Assets**

The assets of SGL shall not be misused; they shall be employed primarily and judiciously 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 proprietary information and intellectual property.

### **2.5 Social Responsibility**

SGL expects all suppliers to treat workers with respect, ensure fair labor conditions, and promote human dignity and social justice.

#### **a) Prohibition of Forced or Involuntary Labor**

Suppliers shall not use or engage in any form of forced, bonded, indentured, trafficked, or involuntary prison labor. All work must be voluntary, and workers shall be free to leave employment after providing reasonable notice.

#### **b) Prohibition of Child Labor**

Suppliers must not employ individuals under the minimum legal age for employment in the country of operation. They must comply with ILO Convention 138 and 182. Verification mechanisms must be in place to ensure age compliance.

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### **c) Fair Wages and Working Hours**

Suppliers must compensate workers fairly, meeting or exceeding legal minimum wage requirements. Working hours, overtime, and rest periods must comply with applicable laws. Employees must receive transparent communication regarding compensation.

### **d) Non-Discrimination and Equal Opportunity**

Suppliers must foster a workplace free of discrimination or harassment based on race, color, gender, religion, nationality, age, marital status, disability, sexual orientation, or political affiliation.

### **e) Prevention of Sexual Harassment**

Suppliers must ensure a workplace culture of mutual respect and safety. All forms of sexual harassment—verbal, physical, or visual—are strictly prohibited. A clear, accessible grievance mechanism should be established to report and address complaints confidentially and without fear of retaliation.

### **f) Freedom of Association and Collective Bargaining**

Suppliers shall recognize and respect the rights of employees to form or join trade unions and to bargain collectively, in accordance with local laws. Employees should not be subject to threats or reprisals for their union involvement.

### **g) Health and Safety at Work**

Suppliers must provide a safe and healthy working environment, aligning with the requirements of ISO 45001:2018. They must assess risks, implement preventive measures, conduct safety training, and ensure emergency preparedness.

### **h) Protection of Basic Human Needs and Natural Resources**

Suppliers must not engage in practices that deplete or damage critical resources such as clean water, air, forests, and land. Operations must be structured to respect community rights and environmental sustainability.

### **i) Ethical Sourcing of Critical Raw Materials**

Suppliers shall ensure the ethical sourcing of raw materials, especially minerals and chemicals of concern, following the OECD Due Diligence Guidance. Transparency in supply chains and avoidance of conflict materials is mandatory.

## **2.6 Integrity in Business**

Suppliers are expected to uphold the highest standards of business ethics and integrity in all dealings with SGL.

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#### **a) Fair Competition and Anti-Trust Compliance**

Suppliers shall engage in fair business practices and must not participate in anti-competitive behavior such as collusion, price fixing, bid rigging, or abuse of market position.

#### **b) Zero Tolerance for Corruption and Bribery**

Suppliers must not offer, authorize, or accept bribes, kickbacks, or improper payments. All business dealings must be conducted transparently and documented appropriately.

#### **c) Gifts and Hospitality and Avoidance of Conflicts of Interest**

Business gifts and hospitality are sometimes used in the normal course of business activity. However, if offers of gifts or hospitality (including entertainment or travel) are frequent or of substantial value, they may create the perception of, or an actual conflict of interest or an 'illicit payment'. Therefore, gifts and hospitality given or received should be modest in value and appropriate.

The Suppliers shall neither receive nor offer or make, directly or indirectly, any illegal payments, remunerations, gifts, donations or comparable benefits that are intended, or perceived, to obtain uncompetitive favors for the conduct of its business with SGL.

Suppliers must proactively disclose any potential conflicts of interest involving SGL employees or representatives, whether personal, financial, or organizational.

#### **d) Confidentiality and Data Protection**

Suppliers shall safeguard SGL's confidential, proprietary, and personal data in accordance with applicable laws and best practices. No unauthorized disclosure or misuse of such information is permitted.

#### **e) Respect for Intellectual Property Rights**

All intellectual property rights—whether of SGL or third parties, must be respected and protected. Unauthorized use, reproduction, or distribution is strictly prohibited.

#### **f) Prevention of Money Laundering and Terrorism Financing**

Suppliers must establish robust internal controls to prevent the misuse of their operations for money laundering or financing of terrorism.

#### **g) Compliance with Global Trade Regulations**

Suppliers must adhere to all applicable international trade regulations, including import/export controls, economic sanctions, customs regulations, and embargoes.

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## **2.7 Ecological Responsibility**

SGL places great emphasis on environmental protection. Suppliers are expected to continuously improve their environmental performance and implement responsible environmental practices.

### **a) Efficient and Responsible Use of Resources**

Suppliers should adopt efficient practices in the use of natural resources and raw materials. Compliance with ISO 14001:2015 is expected.

### **b) Climate Action and Emission Reduction**

Suppliers must monitor, reduce, and report greenhouse gas emissions. The use of renewable energy and low-carbon technologies is encouraged.

### **c) Management of Hazardous Substances and Waste**

Suppliers must handle hazardous substances safely, with appropriate containment, disposal, and recycling practices, in line with international conventions such as Basel, Stockholm, and Minamata.

### **d) Water Management and Protection**

Suppliers must prevent pollution of water bodies and minimize water consumption through reuse and recycling initiatives.

### **e) Energy Efficiency**

Suppliers shall monitor and continuously improve energy consumption across their operations, aiming to reduce their energy footprint.

### **f) Preservation of Biodiversity**

Suppliers must avoid activities that may cause irreversible damage to ecosystems, habitats, and biodiversity, particularly in protected or sensitive areas.

## **3. Monitoring, Audits, and Compliance**

SGL reserves the right to evaluate and audit supplier practices to ensure compliance with this Code. Suppliers must maintain accurate records that demonstrate adherence to the provisions outlined. These records should be available for review upon reasonable request.

In cases of non-compliance, SGL may initiate:

- Corrective action plans with clear deadlines
- Temporary suspension of contracts or business relations

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- Termination of agreements in severe or unresolved cases

Suppliers are encouraged to maintain internal systems for monitoring compliance and reporting violations.

### **Reporting Violations**

The Supplier shall notify SGL regarding any known or suspected improper behavior by the supplier/stakeholder relating to its dealings with SGL, or any known or suspected improper behavior by SGL employees by email to: [ethicscounselor@sidharthpetro.com](mailto:ethicscounselor@sidharthpetro.com)

Reported violations will be treated confidentially without retaliation.

### **4. Acknowledgment and Acceptance**

By signing below, the supplier confirms that they have read, understood, and agree to adhere to the principles, standards, and expectations laid out in this Supplier Code of Conduct. The supplier also agrees to cascade these requirements to their own subcontractors and supply chain partners, ensuring broad and consistent compliance.

This document shall remain in force unless superseded by an updated version issued by SGL.

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Supplier Company Name: \_\_\_\_\_

Authorized Signatory Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Date & Place: \_\_\_\_\_

Signature & Company Seal: \_\_\_\_\_