

## Supplier Mutual Ethical & Quality Commitment Agreement

Dear Valuable Supplier (External Service provider),

In accordance with our Code of Ethics & Quality and as a supporter of International Sustainability Standards such as **Ethical Trading Initiative Base Code**, etc. *Efficient Plastech Private Limited* actively seeks out and favours business partners who share our Quality standards as well as ethical standards with regard to human rights, working conditions, environmental stewardship and business integrity. We are committed to supporting business partners in meeting these standards whilst having the courage, if necessary, to end relationships with those who are unwilling to meet them.

We do realize that ensuring high ethical standards within your supply chain can be challenging. We do not ask from you what we are not willing to do ourselves and we are willing to support you in reaching such standards if this is not yet the case. The ethical standards described below are the same as those applied in our own entities throughout the world.

### 1. In order for us to work together, please confirm the following,

#### Respect of Local Laws

- Your company takes necessary measures to ensure it conducts its activities in compliance with all laws and regulations relating to anti-trust, data privacy and international economic sanctions, Environment & Occupational Health Safety
- If such laws and regulations require a higher standard than those set out in the present letter, they will apply. If the ethical standards set out in this letter provide for a higher standard, then they shall supersede local laws and regulations, unless this results in illegal activity in the countries in which you operate.

#### Prevention of Child Labour

- Your company's policy prohibits employing workers under the legal minimum hiring age, the compulsory schooling age or the age of 18, whichever is higher, and you have taken necessary measures to ensure this policy is respected including, for example, mandatory age checks upon hiring. If your company's policy allows for the employment of persons under this age, please let us know so we can review this together. You may be eligible for a waiver for apprenticeships or children carrying out light work if this work does not affect their health and safety or their regular school attendance.
- Your company does not require persons under the age of 18 to carry out hazardous work or night work.
- In the unlikely case that child labour is identified within your operations despite the measures you have taken to avoid this, your company would take immediate remedial action (e.g., enable the employee to return to school and if possible, offer the same job to an adult family member if the return to school causes the employee's family financial hardship).

## Supplier Mutual Ethical & Quality Commitment Agreement

Supplier shall confirm that employees aged under 18:

- Are not/will not be working with hazardous substances or machinery.
- Are/will be paid the same wage as employees aged over 18.
- Do not/will not work overtime.
- Have/will have a designated supervisor who is in charge of ensuring that this work does not affect their health and safety and, if applicable, their regular attendance at school
- Benefit/will benefit from training adapted to take into consideration their young age.

If employees aged under 18 are finishing work after dark, measures are/will be taken to ensure that they get home safely (e.g., written confirmation from their parents that an adult will pick them up from work, taxi fare home to be paid by the company if the adult cannot come and pick up the employee, etc.).

If employees aged under 18 are still attending school, measures are/will be taken to ensure that this work will not affect their regular school attendance (e.g., only hired during school holidays, if hired to work during the week only a couple of hours after school and with limited travel time so they have time to do their homework and get enough sleep).

- *(reference. ETI Base Code 4. Child labour shall not be used)*

### Prevention of Forced/Bonded Labour (Including Modern Slavery) –

- Your company does not coerce or compel employees to work by the use of the threat of force.
- Your company does not retain employees' passports. Unless legally obliged, your company does not retain employees' personal documents (working papers etc.).
- Your company acknowledges the right of employees to freely leave employment, subject to their notice period. If letters of release or other documents are needed for the employee to leave employment, such letters are issued without delay.
- Your company does not require payment or any monetary deposits from employees as a condition of employment.
- Your company bears the cost of employment eligibility fees, including recruitment fees, and any required work visas, for all employees, including migrant workers.
- If your company uses security personnel, their only responsibility is to ensure the safety of employees and assets and they are namely not involved in disciplining employees. We encourage you to carry out background checks of security personnel to ensure they have not been involved in human rights violations and to ensure they are trained in the proper use of force.
- Employees are free to move about their workplace (except in areas restricted for safety or confidentiality reasons), can use the toilet at any time, can take breaks, and have access to safe drinking water and, if necessary, to cooling areas.

- *(reference. ETI Base Code 1. Employment is freely chosen)*

## Supplier Mutual Ethical & Quality Commitment Agreement

### Occupational Health & Safety

- Your company provides employees, including contracted workers working on your premises with a clean, safe and healthy workplace. Based on your risks analysis you take all necessary steps to prevent accidents and injury. This includes having systems to detect, avoid and respond to potential risks to the safety and health of all persons present in your premises and the surrounding communities due to the following events and risks, as relevant given your activity and location:
  - + Risks related to buildings and the use of equipment including the solidity of buildings, use of Motorized Forked Machines (MFM) and AGV (Automatic Guided Vehicles) and injuries that can be caused by the interface between workers and machines.
  - + Risks related to energy sources, materials and raw materials including exposure to sources of energy, fluids and dangerous emissions such as electricity, pressure, fluids, steam, hot water, high temperature, fires resulting from flammable products and materials or electrical installations, exposure of people to dust and dangerous chemicals by inhalation, ingestion or skin contact and exposure of people to a high noise level.
  - + Risks related to people's activity including entry into confined spaces and / or risks of anoxia, isolation for long periods, slips and falls, ergonomics of workstations exposed to handling of loads, construction work and work at height.
- Your company ensures that your employees and contracted workers are informed of and understand emergency evacuation procedures that safe evacuation routes are accessible, that first aid kits are available in all workplaces and that sufficient first aiders are trained in emergency procedures.
- Where relevant, your company puts in place special health and safety precautions for new, expectant and nursing mothers, employees with disabilities, employees working at night, young employees namely aged between 18 and 21 and other vulnerable groups.
- If accommodation and catering facilities are provided for your employees, they are clean, well-lit, healthy and safe, with access to safe drinking water, changing rooms, food storage, and clean toilet facilities.

### Non-Discrimination

- Your company prohibits and takes necessary measures to avoid any discrimination in hiring, remuneration, access to training, promotion, termination or retirement based on skin colour, gender, disability, family situation, gender identity, sexual orientation, age, political or philosophical opinions, religion, union membership, role as a staff representative, or ethnic, social, cultural or national origin (e.g., indigenous people).
- Your company does not carry out any pre-hire pregnancy or HIV tests that are not legally mandatory.

*(reference. ETI Base Code 7. No discrimination is practised)*

## Supplier Mutual Ethical & Quality Commitment Agreement

### Freedom of Association and Collective Bargaining

- Your company respects employees' freedom of association and right to collective bargaining. In situations or countries where independent trade unions are discouraged or restricted, your company allows employees, if they so wish, to gather independently to discuss work-related problems and/or to voice grievances.
- If employees wish to be represented by authorised staff representatives, such staff representatives are elected without company interference.
- Subject to the company's legitimate confidentiality interests and safety rules, your company allows such staff representatives access to the workplace, employees, collective bargaining agreements as well as to relevant company documentation as needed to fulfil their duties.
  - *(reference. ETI Base Code 2. Freedom of association and right to collective bargaining are respected)*

### Working Conditions

- Your company has put in place and communicated to employees fair, reasonable and legal disciplinary practices.
- Your company prohibits and takes necessary measures to avoid sexual, verbal, physical and psychological harassment.
- Your company pays employees at least the minimum wage required by local law, compensates employees at overtime hourly rates greater than regular hourly rates when legally applicable, and provides them with legally mandated benefits, including holidays and leave, and severance when employment ends.
- Given that excessive working hours can lead to accidents and other health and safety issues, your company's normal workweek, for employees whose working time is subject to monitoring, is limited to 48 hours (or fewer if provided by national law, collective agreement or industry standards). Overtime does not exceed the level set by local law and in any case 12 hours per week or 36 hours per month. Employees are allowed at least 24 consecutive hours of rest in every seven days or 48 consecutive hours of rest in every fourteen days.
- Employees are informed of their terms of working, preferably through a contract written in a language they understand.
- Your company does not allow pay deductions or other financial sanctions not allowed by law and avoids deductions for disciplinary reasons.
  - *(reference. ETI Base Code 3. Working conditions are safe and hygienic  
ETI Base code 6. Working hours are not excessive  
ETI Base code 9. No harsh or inhuman treatment is allowed)*

## Supplier Mutual Ethical & Quality Commitment Agreement

### Living/Minimum wages are paid & Regular employment is provided

- Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event, wages should always be enough to meet basic needs and to provide some discretionary income.
- All workers shall be provided with written and understandable Information about their employment conditions with respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.
- To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.
- Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or homeworking arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

*(reference. ETI Base Code 5. Living wages are paid*

*ETI Base Code 8. Regular employment is provided)*

### Environmental Stewardship

- Your company has put into place systems to avoid accidental or gradual pollution of the air, soil, surface and underground water in the production and storage processes, including wastewater, as well as pollution during the transport of hazardous materials.
- Your company ensures that they make employees aware of how to behave in case of an environmental incident.

### Animal welfare

- Your company does not use any raw materials derived from protected animals or plant specifics.
- If your company uses products or raw materials derived or obtained from animals, you seek to ensure that the well-being of the animals in question is maintained across your supply chain.
- Your company does not use products or raw materials involving animal testing if another scientifically satisfactory method of obtaining the result sought, not entailing the use of an animal, is reasonably and practically available.

## Supplier Mutual Ethical & Quality Commitment Agreement

### Business Integrity

- Your company complies with all applicable laws relating to anti-trust, data privacy and international economic sanctions.
- Your company prohibits and takes necessary measures to avoid any bribery or corruption when dealing with public officials or individuals in the private sector.
- Your company does not permit employees to engage in any activities that could serve the purpose of money laundering or embezzlement.
- Your company prohibits giving undue advantages such as a position within your Company to any government officials or their family members, or any of *Efficient Plastech Private Limited* employees, officers, directors, agents or their family members as “kickbacks”.
- Monetary gifts (cash or gift cards) of any amount are forbidden. *Efficient Plastech Private Limited* cannot accept any gifts/entertainment during bidding periods. Before offering gifts/entertainment to an *Efficient Plastech Private Limited* officer, director, employee or agent, your company will consult its *Efficient Plastech Private Limited* contact to discuss the conditions of such offer in line with *Efficient Plastech Private Limited* Gift and Entertainment policy and will not offer gifts/entertainment exceeding such amount.
- Your company will promptly disclose to *Efficient Plastech Private Limited* any situation of which it has knowledge that could be considered as a real or perceived conflict of interest in the provision of services to *Efficient Plastech Private Limited*, including any relationship between officers, directors, employees, agents and/or subcontractors of your Company and officers, directors and/or employees of *Efficient Plastech Private Limited* who may influence the business relationship between your Company and *Efficient Plastech Private Limited*.
- **Unfair Trade Practice:** Supplier shall desist from any unfair or anti-competitive trade practices.

### Supply Chain

- Your company takes necessary measures to select and work with suppliers and sub-contractors who also respect our shared ethical standards.

### Intellectual Property / Information Security / Data Confidentiality

- The Supplier shall take appropriate steps to safeguard and not infringe any Efficient Plastech Private Limited confidential and proprietary information / intellectual property/technology that comes to its knowledge during its business relationship / dealing with Efficient Plastech Private Limited. In the case of sub-contracting, the sharing of confidential information should be made with the consent of Efficient Plastech Private Limited.
- The Technical documents are drawings, standards, Quality Plans, Packaging regulations and additional technical regulations which are entered in the technical drawings. They are an integral part of our terms and

## Supplier Mutual Ethical & Quality Commitment Agreement

conditions of purchase. Amendments and deviations from the technical documents are not permitted without our approval.

### Changes / Amendments in Documents / Process

- A product or process change may only be made after a change released by Efficient Plastech Private Limited in the technical document. Major changes to the supplier's design shall also require the written approval of Efficient Plastech Private Limited before introduction.
- After an approval change has been made, a note to the receiving inspection department of Efficient Plastech Private Limited shall be enclosed with the first delivery of the goods.
- Additional costs or changes in dates as a result of changes to drawings or processes shall be reported to Efficient Plastech Private Limited in writing.

### Quality Assurance

Quality assurance is a joint task of the supplier and Efficient Plastech Private Limited.

As the purchaser, we shall notify the supplier:

- of our quality requirements by means of the technical drawings and Packaging Action standard
- of the nature and scope of our receiving inspection for special parts and special material (e.g., by means of Sampling plans and Receiving Inspection Quality plans)

The supplier's task is,

a) Before accepting an order

- to clarify whether and how it can achieve the quality requirements stipulated in our technical documents.
- to examine whether the technical documents are complete and clear.

b) After acceptance of the order

- by means of a proper receiving inspection of its deliveries
- by means of a systematic in-process inspection
- by means of a complete dispatch inspection

To ensure that we only receive deliveries which satisfy our quality requirements.

Defects discovered by the supplier.

Any deviation from the order and the technical documents shall be reported to the company buyer responsible or the Quality office.

The supplier shall provide information on:

- the quantity of the products affected.

## Supplier Mutual Ethical & Quality Commitment Agreement

- the nature of and reason for the non-conformance
- the effects on the delivery date

Efficient Plastech Private Limited's Quality Control department shall inform the supplier of the decision as to whether the non-conformance can be accepted or not. If the non-conformance is approved, the supplier must identify the products affected and enclose a non-conformance report in which reference is made to the Efficient Plastech Private Limited approval.

### Receiving inspection of deliveries

Decisions on the acceptance or rejection of deliveries are made based on the result of the sampling check at Efficient Plastech Private Limited.

#### **Defects detected by Efficient Plastech Private Limited.**

In receiving inspection, in processing, assembly and functional testing deviation from the quality requirements may be discovered by the purchaser. In such a case the supplier is informed by means of a Quality notice or Non-conformance report indicating the features complained about by the purchasers or the quality office shall agree with the supplier as to whether the non-confirming product.

- can be used to a certain extent.
- returned
- replaced
- reworked at the Efficient Plastech Private Limited at the supplier's expense.
- Scrapped at the Efficient Plastech Private Limited

#### **Documents**

Quality Documents, operating instructions and test certificates which are demanded and if it is applicable, are an integral part of the scope of delivery and shall be handed over to the purchaser on delivery.

### Packaging, protection against damage during transits.

- The packaging must always be selected by the supplier so that the products arrive at Efficient Plastech Private Limited free from scratches, dirt, dust and damage.
- Sensitive surfaces such as Metalizing, or any other processes must not touch each other. Moreover, suitable protection against damage is to be taken care of.
- In case of consignment for which our technical documents prescribe a certain type of packaging the details contained therein must be observed.
- Every pallet and packaging unit must be identified with an externally visible note of content specifying the supplier, purchaser, and number of items.

## Supplier Mutual Ethical & Quality Commitment Agreement

### 2. We Exercise reasonable due diligence to ensure that the business partners we work with share and respect our Ethical and Quality standards.

#### Audits/Assessments

- Suppliers shall be evaluated and controlled based on their category classification as defined by Efficient Plastech Private Limited.

#### **Category A (Moulded Component Suppliers):**

Audits shall be conducted by the Quality Control Department to assess process capability, product quality, and system compliance.

#### **Category A & Category B Suppliers:**

Evaluation and control may be carried out by the Purchase Department through:

- Supplier Evaluation records
- Supplier Self-assessment questionnaire
- Where physical audits are not deemed applicable, suppliers shall complete and submit the Self-Assessment Questionnaire within the defined timeline. Supporting documents or evidence shall be provided upon request.
- Efficient Plastech Private Limited reserves the right to conduct audits based on supplier performance, risk level, or business requirements.
- Suppliers are expected to extend full cooperation, maintain transparency, and provide necessary support during audits or evaluations.

#### Remediation

- We recognize that our ethical standards are high and that our suppliers may find them challenging. Remediation timelines shall therefore be reasonable and defined.
- As long as a supplier is committed to and capable of coming into compliance with our requirements, we will continue to work with and support this supplier.
- If a supplier is unwilling or unable to improve, as a last resort we may decide to terminate our relationship with that supplier.

#### Responding to allegations

- In case you discover any issues with regard to compliance with our shared ethical standards in the course of our commercial relationships that could negatively impact your or our reputation as an ethical company you will inform us as rapidly as possible.
- We will also inform you promptly should we discover any issues or be informed of any allegations with regard to our shared ethical & quality standards within your operations or your supply chain that could negatively impact your or our reputation as an ethical company.
- In such case, you undertake to respond promptly and transparently to any requests we may have for information with regard to such allegations.

## Supplier Mutual Ethical & Quality Commitment Agreement

### 3. You are also entitled to have high expectations of Efficient Plastech Private Limited.

We are proud of our reputation for dealing with suppliers in a mutually supportive and open manner. Our supplier relationships are based on our **4 Ethical Principles - Integrity, Respect, Courage and Transparency.**

All Efficient Plastech Private Limited employees receive a personal copy of Conduct and all employees in contact with suppliers also receive a detailed guidebook on how to live up to these commitments.

In particular, Efficient Plastech Private Limited suppliers are selected based on our global scorecard which includes quality, CSR, innovation, supply chain and competitiveness. All supplier offers are compared fairly and without favouritism. We are transparent about our bidding process and give honest, sensitive feedback to failed bids based on objective elements and respecting the confidentiality of the offers we receive.

The legitimate invoices of our Suppliers shall be paid in accordance with the agreed terms. The respect of these terms implies that our suppliers send their invoices in a timely manner and if possible, electronically.

**We protect our suppliers' confidential information according to the same standards that we use for our own.**

If you feel that we are not living up to our own high ethical & quality standards, we encourage you to raise any concerns you may have at [grievance@efficientengg.com](mailto:grievance@efficientengg.com). Also, We offer you a choice of different avenues to escalate & raise your concerns. Your Efficient Plastech Private Limited contact is, of course, one option but if you consider it more appropriate, you can raise your concern with the

1. **Partner & Director, Mr. Pankaj MEHTA** [pankaj.mehta@efficientengg.com](mailto:pankaj.mehta@efficientengg.com)
2. **Partner & Director, Mr. Karan MEHTA** [karan.mehta@efficientengg.com](mailto:karan.mehta@efficientengg.com)
3. **Group AVP – Strategy & Procurement, Mr. Bhuvnish WALIA** [bhuvnish.walia@efficientengg.com](mailto:bhuvnish.walia@efficientengg.com) or
4. **Group AVP – Operations, Mr. Vikas RATHORE** [vikas.rathore@efficientengg.com](mailto:vikas.rathore@efficientengg.com). Or

We are committed to responding in a timely and professional manner. No supplier will suffer retaliation from an Efficient Plastech Private Limited employee for having made a Speak Up report or participated in its handling.

We are looking forward to a successful and mutually rewarding relationship.

Yours Sincerely,

**Efficient Plastech Private Limited,**

Registered office – **Plot no. 263, Swastik Sadan, 8<sup>th</sup> Khar Road (West), Mumbai – 400 052**

Mumbai Factory – **Plot no. 49, HDIL Industrial Park, Chandansar, Virar (East), Palghar – 401 305, Maharashtra.**

Haridwar Factory - **Plot no.64, Sector 8A, SIDCUL, Haridwar – 249 403, Uttarakhand.**

Umbergaon Factory – **City Survey no. NA. 1615/A, Village Daheri, Dehari Road, Umbergaon, Valsad – 396170, Gujarat**

## Supplier Mutual Ethical & Quality Commitment Agreement

### Acceptance letter

On behalf of (Supplier Organization's name) \_\_\_\_\_ **WE**, with its  
Registered Office/ Factory at (address), \_\_\_\_\_

- I confirm that **WE** has been given access to and has knowledge of the Efficient Plastech Private Limited Ethical & Quality Commitment agreement.
- I confirm that **WE** share the same ethical standards as set out in the Efficient Plastech Private Limited Mutual Ethical & Quality Commitment Agreement.
- I agree to allow Efficient Plastech Private Limited to exercise reasonable due diligence as set out in the same letter.
- I understand that the terms of this letter apply to all work, service or goods provided by **WE** and/or any of its subsidiaries to any of the Efficient Plastech Private Limited entities.
- I understand that **WE** must inform Efficient Plastech Private Limited promptly should any issues with regard to our shared ethical standards within our operations or our supply chain that could negatively impact our or Efficient Plastech Private Limited's reputation as an ethical company be discovered.
- I understand that while Efficient Plastech Private Limited is willing to support **WE** in meeting our shared ethical standards, Efficient Plastech Private Limited will be entitled to end its relationship with **WE** in case of non-compliance with such standards if **WE** are unwilling or unable to take corrective action and/or if **WE** have intentionally failed to disclose to Efficient Plastech Private Limited such non-compliance.

**Supplier Organization name (WE)** – \_\_\_\_\_

**Supplier Representative name** – \_\_\_\_\_

**Supplier Representative Signature** – \_\_\_\_\_

**Place** – \_\_\_\_\_

**Date** – \_\_\_\_\_

**Company seal/stamp** -

Please send back this document to Efficient Plastech Private Limited with duly signed,  
Thank-You!!!