

**SUPPLIER CODE OF CONDUCT**

Plant Lipids is committed to building resilient, regenerative, and socially responsible supply chains for spices, herbs, and natural ingredients, from farm communities or from our suppliers to our global customers. In partnership with our suppliers, we aim to promote soil health, biodiversity conservation, reduced agrochemical dependency, and improved livelihoods, while meeting the highest standards of food safety and quality. This Supplier Code of Conduct sets out the shared expectations that will guide our work together towards more sustainable and traceable spice supply chains.

For the purposes of this Code, the term “Plant Lipids” refers collectively to Plant Lipids Group, Plant Lipids Private Limited and its associate companies, including (but not limited to) **Aurea Biolabs, Aromatic Ingredients, Condiments EOU Division, Speciality Naturals Division, Tropical Flavours, and other present and future affiliates and associate companies in India and overseas.** All references to “Plant Lipids”, “the Company,” or “we/us” are intended to include every unit within the Plant Lipids Group.

Supplier Code of Conduct**Purpose**

The purpose of this Code is to set minimum environmental, social, ethical, and governance (ESG) expectations for our supply chain, embed responsible sourcing into contracts and daily operations, and provide a verifiable basis for assessment, audit, corrective action, and continuous improvement.

Suppliers are expected to sign and comply with this Supplier Code of Conduct, which addresses legal compliance, anti-corruption, labour and human rights (including the prohibition of forced and child labour, fair wages, and working hours), Health, Safety, Security and Environment (EHS/HSSE), environmental management (including GHG, waste, and effluent), grievance mechanisms, and cooperation with assessments and audits.

1) Scope and Definition

- **Scope**

This Code applies to all goods and services provided by the category of Targeted Suppliers (as identified in the Supplier Segmentation Matrix) across all tiers of the Plant Lipids supply chain.

- **Definition – Targeted suppliers**

“Targeted suppliers” refers to suppliers prioritised based on segmentation, spend, risk (supply chain security), and strategic relevance, as determined and reviewed periodically.

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**SUPPLIER CODE OF CONDUCT****2) Core Requirements****2.1 Business Integrity & Compliance**

Suppliers are expected to conduct business with integrity and in compliance with all applicable laws and regulations. This includes not engaging in bribery, corruption, extortion, or embezzlement, maintaining appropriate compliance programmes, disclosing conflicts of interest where they arise, competing fairly, keeping accurate and transparent financial records, and protecting confidential information and intellectual property.

Gifts & Hospitality

While Gifts and hospitality should be avoided, Gifts and hospitality offered to or received from Plant Lipids personnel should be modest, infrequent, and in line with customary business practice. Cash or cash equivalents must not be offered or accepted. Hospitality and gifts shall not be provided during active tenders, negotiations, audits, or supplier evaluations. Any permissible hospitality should be recorded in the relevant register.

2.2 Labour & Human Rights

Suppliers shall comply with applicable labour and human rights laws and are expected to uphold high standards in this area.

There must be a clear prohibition of child labour (with a minimum age of 18 years for employment in operations supplying Plant Lipids) and of all forms of forced, bonded, compulsory, or trafficked labour.

Suppliers should follow fair labour practices, including payment of fair wages, provision of payslips (where applicable), timely payment, reasonable working hours, non-discrimination, and respect for freedom of association and collective bargaining in line with local law. Grievance mechanisms should be in place, ensuring confidentiality and a strict non-retaliation policy for workers who raise concerns.

2.3 Health, Safety, Security & Environment (HSSE)

Suppliers are expected to maintain a Health, Safety, Security, and Environment (HSSE) management approach appropriate to the nature and scale of their operations. This typically includes regular risk assessments, necessary training for workers, provision and use of personal protective equipment (PPE) where required, effective incident reporting and investigation processes, and robust emergency preparedness and response measures.

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Suppliers shall comply with all applicable environmental, health, and safety regulations, obtain and maintain required permits and licences, take reasonable steps to prevent pollution, use resources responsibly, and work towards continuous improvement in HSSE performance.

2.4 Environment, Biodiversity & Deforestation

Suppliers are expected to implement effective controls for managing waste, effluent, and emissions, as applicable to their operations. They should avoid deforestation, protect biodiversity (particularly important in spice, herb, and gum supply chains), and provide transparency on key environmental performance indicators, including where data is requested to support Plant Lipids' greenhouse gas (GHG) inventory.

Suppliers are encouraged to adopt relevant agricultural and sustainability frameworks, such as biodiversity-compliant sourcing, safeguards against land abuse, adherence to approved pesticide lists, and the use of farm-level checklists or suggested package of practices, including microbiological risk guidance for spice raw materials.

2.5 Food Safety & Quality (where applicable)

Where suppliers provide materials, ingredients, or services that impact food safety and quality, they shall maintain appropriate food safety and quality management systems. This may include relevant certifications (for example, HACCP, FSSC, or GMP), robust allergen management, specification and change control processes, full traceability, and recall readiness, all in compliance with applicable laws and industry standards.

2.6 Supply-Chain Due Diligence

Suppliers are expected to:

- Maintain proper traceability of materials, ingredients, and services supplied to Plant Lipids and provide relevant documentation when reasonably requested.
- Take timely and effective corrective action if any non-compliance with this Code is identified and cooperate with Plant Lipids in monitoring and improvement processes.
- Disclose any potential or material risks related to human rights, environmental matters, business ethics, or potential supply disruptions that could adversely affect Plant Lipids.

**SUPPLIER CODE OF CONDUCT****3) Verification, Assessments & Audits**

Plant Lipids may conduct on-site or virtual assessments and audits (announced or unannounced) at appropriate intervals, typically every 24 months or as risk considerations require.

Suppliers are expected to provide reasonable access to sites, records, and relevant personnel and to cooperate with Plant Lipids staff or authorised third-party auditors. Audit findings may be graded (for example, Critical/Major/Minor), and Corrective Action Plans (CAPs) with clear responsibilities and timelines may be agreed. Persistent or unresolved non-conformities may lead to further actions, as outlined in Section 4.

4) Legal Breach Responsibility (Sanctions, Remedies & Termination)

Any breach of this Supplier Code of Conduct may result in Plant Lipids requiring corrective actions and, where appropriate, adjusting the commercial relationship, including potential suspension or termination, depending on the seriousness of the violation and applicable laws and contracts.

4.1 Material Breach (Definition)

A “Material Breach” includes, but is not limited to: substantiated cases of child labour; forced, bonded, or trafficked labour; corruption or bribery; fraud; serious HSSE violations causing severe harm; significant environmental or deforestation breaches; refusal to participate in reasonable audits or assessments; falsification of records; or failure to implement agreed Corrective Action Plans within the defined timelines.

4.2 Notice & Cure Period

Where a breach is identified, Plant Lipids will normally issue a written Breach Notice describing the key findings and required corrective actions.

The supplier will be requested to submit and commence a Corrective Action Plan within 15 business days (or within a shorter timeframe where there is an imminent or serious risk). The typical cure period will range from 30 to 90 days, depending on the risk and severity. In the case of critical breaches (such as child or forced labour, or corruption), Plant Lipids may temporarily suspend the business relationship while remediation is assessed.

4.3 Remedies & Sanctions

Depending on the nature and severity of the issue, Plant Lipids may apply one or more of the following measures, in line with applicable laws and contractual terms:

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- Implementation and independent verification of corrective actions, and increased monitoring or re-audit (with costs charged to the supplier where justified).
- Commercial restrictions, such as temporary suspension of new orders, a hold on renewals, or downgrading of supplier status.
- Contractual remedies, including withholding of payments where legally permissible, and liquidated damages where these are defined in the contract.
- Termination for cause where corrective actions are refused or fail, or where the breach is so critical that continued engagement would expose Plant Lipids to unacceptable risk.

4.4 Indemnities & Cost Recovery

To the extent permitted by law and any applicable master agreement, suppliers may be held responsible for losses, penalties, and reasonable costs incurred by Plant Lipids as a result of their breach of this Code, including regulatory fines, product recall costs, and re-audit or verification costs.

4.5 Whistleblowing & Non-Retaliation

Suppliers are expected to maintain confidential and accessible channels for workers and stakeholders to raise concerns, and must ensure that individuals who raise concerns in good faith are protected from retaliation. Plant Lipids may also make available its own helpline or reporting mechanisms for supply-chain-related concerns.

Supplier Acknowledgement & Compliance Confirmation

The supplier is requested to complete the following fields to formally acknowledge receipt and acceptance of this Supplier Code of Conduct.

Supplier Company Name:

Address:

Primary Contact Person:

Designation / Title:

Email:

Phone:

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**SUPPLIER CODE OF CONDUCT****Compliance & Commitments***(Supplier to Tick as applicable)*

Acknowledgement Item	Yes / No	
We have received, read, and understood the Supplier Code of Conduct	☐ Yes	☐ No
We agree to comply with all the requirements outlined in this Code	☐ Yes	☐ No
We maintain traceability records for materials supplied to Plant Lipids.	☐ Yes	☐ No
We will promptly report any non-compliance or material risk.	☐ Yes	☐ No
We allow Plant Lipids to conduct supplier assessments or audits.	☐ Yes	☐ No
We will take corrective actions where non-compliance is identified.	☐ Yes	☐ No
We confirm that no forced, child, or illegal labour is used in our operations as per Plant Lipids' policies mentioned in the Code of Conduct	☐ Yes	☐ No
We confirm that our environmental practices comply with applicable laws.	☐ Yes	☐ No
We confirm that our business practices are ethical and free from corruption.	☐ Yes	☐ No



Plant Lipids Private Limited

PL/SCC/01

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Declaration

By signing below, we confirm that all information provided in this acknowledgement form is true, complete, and accurate to the best of our knowledge. We acknowledge that compliance with this Supplier Code of Conduct is a condition for conducting business with Plant Lipids. We further agree to cooperate with Plant Lipids in any assessments, audits, or reviews related to this Code, and to take timely corrective action if any breach or deviation is identified. We understand that failure to comply with the standards outlined in this Code may result in appropriate remedial measures, including suspension or termination of our business relationship.

Name of Authorised Representative:

Designation:

Signature: _____

Company Seal (if applicable):

Date:

NOTE: Please complete the required sections, sign this document, affix your company stamp and send the hard copy to us. You may also choose to send us a soft copy to purchase@plantlipids.com

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