



SRF Limited – Customer Responsible Purchasing

Code of Conduct

This Customer Responsible Purchasing Code of Conduct ("Customer Code") sets out SRF Limited's expectations for responsible purchasing practices by its customers. By placing orders with SRF, Customers acknowledge and agree to comply with this Code.

1. Purpose, Scope & Status

- Purpose: Establish shared responsibility for compliance, sustainability, and ethical practices.
- Scope: Applies to all orders, forecasts, specifications, and commercial interactions with SRF, unless agreed otherwise in writing.
- Status: Public policy document; referenced in SRF's Terms of Sale via hyperlink.

2. Customer Commitments

- Forecasting & Lead Times: Provide rolling forecasts and firm orders with reasonable lead times.
- Order Stability & Changes: Avoid last-minute changes; use formal change request process.
- Payment Discipline: Pay in full and on time under agreed terms.
- Specification Feasibility: Ensure specifications are lawful and finalized early.
- Human-Rights & ESG Alignment: Do not incentivize practices that breach labor, safety, or environmental laws.
- International Compliance: Comply with anti-bribery, sanctions, export controls, and Conflict Minerals regulations (e.g., OECD Guidance, Dodd-Frank, EU Regulation). Cooperate on traceability and reporting obligations.
 - ❖ Not engaging, directly or indirectly, in any transaction, goods, or provide services involving: (i) any country, entity, or individual subject to trade sanctions, embargoes, or restrictions under applicable laws, including UN, US, EU, and Indian sanctions. (ii) any product or material prohibited under such sanctions.
- Data Protection & Confidentiality: Protect SRF's confidential and personal data per applicable laws.



- Sustainability & Product Safety: Support SRF's sustainability and product stewardship requirements.

3. Planning & Communication

- Provide 12-month rolling forecasts updated monthly.
- Minimum lead-time benchmarks per product category.
- Route all changes via formal impact assessment and approval process.

4. Commercial Fairness

- No unilateral price reductions or retroactive credits.
- No abusive chargebacks; quality claims must follow agreed procedures.

5. Compliance & Audits

- Exchange relevant compliance information.
- Annual reviews with KPIs on lead times, payment, and order stability.
- Customer to train procurement teams on this Code.

6. Incident Reporting & Grievances

- Maintain non-retaliatory channels for SRF to raise concerns.
- Escalate material risks within 48 hours for joint resolution.

7. Remediation Framework

- Collaborate on remediation where Customer practices contribute to adverse impacts.
- Provide cure period before termination, except for egregious violations.

8. Legal & Governance

- Customer shall not instruct SRF to violate laws.
- Maintain records for six years to support audits and inquiries.



- Align with global Supplier Codes and responsible purchasing standards.

9. Remedies

- Reimburse documented costs caused by Customer breaches.
- SRF may suspend performance where Customer practices create material risk.
- Persistent breaches allow termination without liability.

10. Governing Law & Dispute Resolution

- Governing Law: Laws of India.
- Arbitration: DIAC Rules, seat New Delhi, three arbitrators, language English.

11. Acceptance & Updates

- Effective upon publication; updates will be done time to time.
- Customers acknowledge compliance by placing orders with SRF.
