

QUARTZELEC LTD SUPPLIER CODE OF CONDUCT

I. Introduction

This code of conduct sets out the minimum standards we expect our suppliers, as defined as Seller or Sub-Contractor within our purchasing terms and conditions (“**Supplier**”) to achieve as well as the sanctions available to Quartzelec Ltd (“**Buyer**”) should we find Supplier falling short of this standard. We would hope and expect that the companies who supply to us already recognise their moral and, in some cases, legal responsibilities to adhere to the principles set out in this document and be committed to undertaking the required training and self-audit to enable and confirm compliance.

Supplier shall impose upon their suppliers, subcontractors, agents, officers and employees requirements and expectations no less onerous than contained within this Supplier Code of Conduct and shall take such steps as would be considered reasonable to believe that such requirements are being complied with.

II. Legal Requirements

Supplier is required to comply with all relevant national and any other applicable laws, by-laws, regulations or codes. Should there be any overlap between applicable laws and this code of conduct, we expect Supplier to comply with the higher of the standards.

III. Employment (General)

Supplier is required to provide remuneration to their employees that as a minimum complies with relevant national law or if no such standards exist, at a level sufficient to cover basic needs and some discretionary income.

IV. Bribery

Supplier, their officers, employees, associates and agents shall refrain from any making any illicit payments or any conduct that would breach any relevant national laws or constitute an offence under the Bribery Act 2010 without regard to its territorial limits.

V. Child Labour

Supplier shall not employ, on any contracts with Buyer, any child labour, defined as the higher of as specified by relevant national laws or 15 years of age. Persons under 18 shall not be employed at night or in hazardous conditions. Supplier's policies and procedures relating to employment of children shall conform to the provisions of the relevant International Labour Organisation standards.

VI. Counterfeit Goods

Supplier shall take all reasonable steps to ensure that any branded goods supplied to Buyer are genuine and not fake, imitation or counterfeit.

VII. Modern Slavery

Supplier shall refrain from undertaking any activity that is prohibited under the Modern Slavery Act 2015 without regard to any nationality or territorial limits that are contained within the act, this shall include all acts by Supplier's employees, officers, agents or associates.

XII. Sanctions

Should Supplier fail to comply with the requirements of relevant national laws or the requirements set out in this document, Buyer shall, at its absolute discretion, have the right to either terminate any and all contracts with Supplier, or alternatively, Supplier may be given the opportunity to achieve the required standard within a reasonable time to be mutually agreed between Buyer and Supplier. Failure to achieve the required standards within the agreed time shall constitute grounds for termination by Buyer of any and all contracts with Supplier.

VIII. Humane Treatment

Harsh or inhumane treatment shall not be employed or tolerated by Supplier including but not limited to physical abuse (or threats thereof), sexual or other harassment, verbal abuse or other forms of intimidation.

IX. Safe Working Conditions

Supplier shall take adequate steps to ensure that they comply with relevant national legislation such as the Health and Safety at Work etc Act 1974, ensure they provide safe working conditions and that appropriate steps are taken to prevent injury and accidents so far as is reasonably practicable.

Supplier shall make appropriate training available to their staff along with re-training as and when needed. Supplier shall provide their workers access to suitable and adequate welfare facilities including potable water.

X. Environment

Supplier must manage their business activities and all waste that they generate appropriately so as to minimise the environmental impact and avoid harm to the local population.

XI. Compliance Inspections

Buyer reserves the right to make inspections of Supplier's facilities where there are reasonable grounds to suspect that this code of conduct may be being breached. Supplier shall afford reasonable access to facilities and shall not charge for any compliance visit reasonably undertaken by Buyer.

Whilst undertaking any such Inspection, Buyer shall take such reasonable steps as may be requested to minimise the disruption to Supplier's business.