



SUPPLIER CODE OF CONDUCT

1.0 OBJECTIVE

To provide clear summary of expectation from the suppliers in all procurement dealings, ensuring that highest ethical standards are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

2.0 SCOPE

This Supplier Code of Conduct requires all bidders, suppliers, agents, intermediaries, consultants, and contractors, including all affiliates, officers, employees, subcontractors, agents, and intermediaries of suppliers, to observe the highest standard of ethics regarding supply of goods and/or services to the company.

3.0 POLICIES

This Supplier Code of Conduct sets forth the minimum standards of business conduct that we expect from all of our suppliers:

3.1 *Legal and Regulatory Compliance*

- 3.1.1 Suppliers and supplier representatives shall comply with all applicable laws and regulations and with our Supplier Code of Conduct, including when our code sets a higher standard than, but does not conflict with, legal requirements. Customs or local practices never take precedence over legal requirements.
- 3.1.2 Suppliers and supplier representatives will not engage in money-laundering activities. This includes any kind of activity which hides or is intended to hide the fact that funds have been obtained illegally or are connected with the proceeds of crime, e.g., through fraud or bribery or other illegal activity.

3.2 *Human Rights and Working Conditions*

3.2.1 Health and Safety

- Ensure the health and safety of employees and visitors, by providing awareness, support, and the necessary tools to identify and mitigate potential health hazards and risks and maintain compliance with all applicable regulatory requirements.

3.2.2 Child Labor and Forced Labor

- Child labor is not tolerated, and the age of employment in accordance with legally established minimum ages in the country where work is performed shall be complied with. Any forms of physically abusive disciplinary practices are not tolerated, nor are any forms of forced, compulsory or involuntary labor, including human trafficking.

3.2.3 Fair Working Conditions

- Working conditions, hours worked, and compensation must be fair, and comply with regulations in the country where work is performed, complying with national provisions and agreements applicable to regulating working hours, minimum wages, overtime compensation, and legally mandated benefits.

3.2.4 Non-Harassment and Non-Discrimination

- Shall commit to a workplace free of harassment and discrimination. Suppliers shall not threaten employees with, or subject them to harsh or inhumane treatment, including but not limited to sexual harassment, mental and physical coercion, and verbal abuse.

3.3 *Business Conduct and Integrity*

3.3.1 Antitrust and Competition

- Strictly comply with all applicable antitrust laws, trade practice laws and any other laws, rules, and regulations. Do not enter into agreements with competitors and other acts, which may unfairly impact competition, including, but not limited to, price fixing or market allocations.



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3.3.2 Anti-Corruption and Anti-Bribery

- Suppliers and companies seeking to sell goods or services must conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices.
- Shall not, directly, or indirectly, offer money, goods, or a service as a consideration or in expectation of a favorable decision, information, opinion, recommendation, vote or any other form of favoritism which qualifies as a corruption.
- Shall not directly or indirectly, offer, give, or agree or promise to give any gratuity for the benefit of/or at the direction or request of any company staff.

3.3.3 Conflict of Interest

- To immediately declare if any of the company's staff and/or officers had or have any relative employed with the company. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the organization.

3.3.4 Data Protection, Confidential Information, and Intellectual Property

- Comply with all applicable laws concerning data protection, ensuring that any confidential business information or trade secrets gained by virtue of the business activities with the company is maintained confidential and will not be improperly used or disclosed to third parties. Respect and ensure that the company's intellectual property is secured in relation with others.

3.4 Quality Assurance

3.4.1 It will comply with all rules, regulations and statutory requirements relating to the provision of products/services to the company.

3.4.2 It will not act in concert with other suppliers or agents when participating in a bid.

3.4.3 It is a duly authorized/certified provider of the supplied products/services and shall not, expressly, or impliedly hold itself out to be an agent/representative of a third-party provider of the same products/services.

3.4.4 It will only supply products that are certified to be of merchantable and satisfactory quality.

3.4.5 Shall possess the necessary capabilities, equipment, and suitable place of business to perform its obligations.

3.4.6 It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from the company has been obtained.

3.4.7 It shall always maintain the highest standards of integrity and quality of work.

3.4.8 Shall have a process for timely correction of any deviations identified by an internal or external audit, assessment, inspection, investigation, or review.

3.5 Health and Safety

3.5.1 Shall recognize that integration of sound health and safety management practices into all aspects of business is essential to maintain high morale and produce innovative products. Suppliers shall commit to creating safe working conditions and a healthy work environment for all of their employees.

3.5.2 Physical hazards shall be eliminated where possible. Where physical hazards cannot be eliminated, suppliers shall provide appropriate engineering controls such as physical guards, interlocks, and barriers. Where appropriate engineering controls are not possible, Suppliers shall establish appropriate administrative controls such as safe work procedures.

3.5.3 Shall prevent, identify, and assess emergency situations and events and minimize their impact by implementing emergency plans and response procedures, including emergency reporting, employee notification and evacuation procedures, training and drills, appropriate first-aid supplies, appropriate fire detection and suppression equipment, adequate exit facilities, and recovery plans.



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3.5.4 Suppliers are encouraged to initiate and support employee health and safety committees to enhance ongoing health and safety education and to encourage employee input regarding health and safety issues in the workplace.

3.6 Environment

- 3.6.1 To commit in reducing the environmental impact of their designs, manufacturing processes, and waste emissions.
- 3.6.2 Manage and dispose of hazardous and non-hazardous waste generated from operations as required by applicable laws and regulations.
- 3.6.3 Characterize, monitor, control, and treat air emissions of volatile organic compounds, corrosives, particulates, ozone-depleting chemicals, and combustion by-products generated from operations, as required by applicable laws and regulations before discharge.
- 3.6.4 Must obtain, maintain, and keep current all required environmental permits (for example, discharge monitoring) and registrations and follow the operational and reporting requirements of such permits.
- 3.6.5 Reduce or eliminate wastewater, solid waste, and air emissions, including energy-related indirect air emissions and substances of concern in articles, by implementing appropriate conservation measures in their production, maintenance, and facilities processes, and by recycling, reusing, or substituting materials.

3.7 Commitment

- 3.7.1 Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete.
- 3.7.2 Provide the company's representatives with access to relevant records, upon company's request.
- 3.7.3 Allow company's representatives to conduct interviews with the suppliers' employees and with management separately.
- 3.7.4 Allow company's representatives to conduct announced and unannounced site visits of supplier locations.
- 3.7.5 Respond promptly to reasonable inquiries from company's representatives in relation to the implementation of the Supplier Code of Conduct.

3.8 Sanctions

Breach of the Supplier Code of Conduct may result in actions being invoked against that supplier, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Supplier Code of Conduct. The range of actions available to be imposed, at the exclusive option of the Company, on the supplier includes but is not restricted to the following:

- Formal warnings – that the continued non-compliance will lead to more severe actions.
- Disclosure of nature of breach to the company.
- Immediate termination of contract, without recourse.



D.M. WENCESLAO & ASSOCIATES, INC.

GENERAL CONTRACTORS

15th Floor Aseana 3 Bldg., Pres. D. Macapagal Boulevard cor. Asean Ave., Aseana City, Parañaque City, Metro Manila, Philippines

Tel No: + (632) 8854 5711 | Email: info@dmwai.com | Website: http://www.dmwai.com/

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4.0 ACKNOWLEDGEMENT AND ACCEPTANCE

“This is to certify that I have fully read the Supplier Code of Conduct. Having fully read and understood the completed requirement of this Supplier Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.”

Supplier Name:	_____
Complete Address:	_____ _____
Telephone Number:	_____
Email Address:	_____
Authorized Representative:	_____
Position in Company:	_____
Signature:	_____