



Putzmeister Concrete Machines Pvt. Ltd.

CODE OF CONDUCT FOR VENDORS & INTERMEDIARIES

1. I / We hereby recognize that as a matter of corporate policy, PUTZMEISTER / Group companies expressly prohibit financial or other advantages directly or indirectly including payment of bribes or any facilitation money or grease payments in connection with its business operations by any intermediary including consultant / agent / business partner / vendor or contractor or sub-contractor, engaged to provide goods and / or services to PUTZMEISTER / Group companies and / or its clients.
2. I / We hereby confirm that I / we shall abide by the provisions of the Code of Conduct of PUTZMEISTER and the provisions of all applicable domestic and international laws including but not limited to anti-bribery and anti-corruption laws such as The Prevention of Corruption Act, 1988, Foreign Corrupt Practices Act (FCPA) and UK Anti-Bribery Act, 2010 and appropriate standards and principles and have valid authorizations, licenses and permits to carry out such business. I / We hereby represent and warrant to PUTZMEISTER / Group companies that I / we have in place adequate policies, systems, controls and procedures designed to comply with all applicable domestic and international laws especially related to Anti-bribery law, all applicable domestic and international laws and generally accepted standards of business ethics and conduct.
3. I / We hereby confirm that I / we shall abide by the provisions of the Indian Competition Act, 2002 with all its amendments, which prohibits entering into anti-competitive agreements, abuse of dominant position and regulates combinations. I / we shall not conduct any activities or practice any trade, which shall have an appreciable adverse effect on competition in the markets.
4. I / We will comply with all applicable laws and regulations that prohibit money laundering, support and financing of terrorism and that require the reporting of cash and suspicious transactions. I / We will only conduct business with customers involved in legitimate business activities, with funds derived from legitimate sources.
5. I / We shall not, directly or indirectly, make, offer or promise to make or authorize provision of financial or other advantages including any funds, services, gifts or entertainment, directly or indirectly to any person holding position or otherwise, to or in favour of any third party, employees of

Regd. Office and Factory :
Putzmeister Concrete Machines Pvt. Ltd.
Plot No. N4, Phase IV
Verna Industrial Estate
Verna Salcete
Goa - 403 722
CIN No : U29120GA2005PTC004057
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Fax : +91 832 6696 300
Email : info@pmw.co.in
Web : www.pmw.co.in



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PUTZMEISTER / Group companies, customers or any government official or agency, in connection with the performance of this agreement/ work order / contract or in connection with any other business transactions involving PUTZMEISTER / Group companies and / or its clients.

6. I / We will avoid any contracts that might lead to, or suggest, a conflict of interest between personal activities and the business. I / We will neither give nor accept hospitality or gifts that might appear to incur an obligation.
7. I / We will follow the relevant International Trade Control (ITC) regulations of all countries in which I / we operate as they relate to importing and exporting goods, technology, software, services and financial transactions.
8. I / We understand The Prevention of Corruption Act, 1988, US Foreign Corrupt Practices Act, 1977 ('FCPA'), UK Bribery Act and similar anti-bribery laws including, without limitation, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the United Nations Convention Against Corruption (wherever applicable) and PUTZMEISTER / Group companies prohibition of facilitating payments and hereby agree not to engage in any activity which could lead to accusations of breach of these laws or similar anti-bribery laws including the OECD Convention (wherever applicable) and PUTZMEISTER / Group companies prohibition of facilitating payments.
9. I / We shall not take any action which places, or is likely to place PUTZMEISTER / Group companies in violation of laws or which could be detrimental to reputation and / or the business interests of PUTZMEISTER / Group companies. I / We shall not either directly or indirectly take any action, make any offers or representations, enter into any Agreements (oral or written) with any third party on behalf of PUTZMEISTER / Group companies without prior written approval from PUTZMEISTER / Group companies.
10. I / We hereby agree that I/ we shall train our employees to ensure their compliance and adherence to this Code of Conduct and in the eventuality of me / us appointing a sub-contractor (with written approval of PUTZMEISTER), the sub-contractor shall also comply with this Code of Conduct.

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11. I / We hereby agree to indemnify PUTZMEISTER / Group companies with regard to any government or third party investigations related to or arising out of my / our alleged violation of this Code, the FCPA or similar anti-bribery laws including, without limitation, the OECD Convention.

12. I / We hereby agree to promptly report any violations of the Code to PUTZMEISTER / Group companies and further agree that PUTZMEISTER / Group companies has / have a right to terminate the Agreement / Work Order / Contract and recover any amounts thereto paid to me / us under the same. I / We hereby agree that I / we shall procure that my / our employees and officers shall promptly give all assistance, information and explanations to PUTZMEISTER / Group companies and its group companies or its employees and its professional advisors as they may reasonably request in this regard.

UNDERTAKING

I / We hereby confirm that I have read and understood the Code of Conduct for Intermediaries including vendors and undertake to comply with same and all the applicable laws / statutes / directives or regulations and shall promptly notify you of any actual or suspected breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, we shall promptly take all remedial actions as suggested by you and in the event of any failure to take such remedial measures by us, this agreement/ work order / contract or any other business transactions shall be automatically terminated with immediate effect without damages or other sanction.

Signature & Seal

Name : _____

Vendor Name:

Vendor Code:

Date:

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