

	SUPPLY CHAIN	
	CODE: NEXUS-SBCP0016	Review: 00
	Data: 16/08/2024	Page: 1/8
TITLE:	SUPPLIER BUSINESS CONDUCT PRINCIPLES	

1. PURPOSE

The purpose of these Supplier Business Conduct Principles is to establish the minimum ethical, legal, social, health, safety, environmental, and business standards expected from all suppliers, contractors, subcontractors, consultants, service providers, and other business partners working with **NEXUS CAB**.

These principles are intended to promote responsible business practices, integrity, transparency, fair competition, respect for human rights, protection of the environment, and safe working conditions throughout the supply chain.

2. SCOPE

These principles apply to all suppliers and business partners providing goods or services to NEXUS CAB, regardless of their location, size, ownership structure, or type of activity.

Suppliers are expected to communicate these principles to their employees, representatives, subcontractors, and other relevant parties involved in the performance of work or supply of goods and services to NEXUS.

3. COMPLIANCE WITH LAWS AND REGULATIONS

Suppliers shall conduct their business in full compliance with all applicable laws, regulations, standards, permits, licenses, and contractual requirements applicable to their activities.

Suppliers shall maintain all legally required registrations, certifications, permits, and authorizations necessary to perform their contractual obligations.

Where applicable, suppliers shall comply with relevant requirements concerning:

- Labour and employment;
- Occupational health and safety;
- Environmental protection;
- Taxation;
- Immigration and work permits;
- Anti-corruption and anti-bribery;
- Data protection;

- Product and service quality;
- Transportation and logistics;
- Waste management; and
- Industry-specific requirements.

4. ETHICAL BUSINESS CONDUCT

Suppliers shall conduct their business honestly, fairly, professionally, and transparently.

Suppliers shall not engage in fraudulent, deceptive, misleading, dishonest, or unethical practices.

All business records, declarations, certificates, invoices, reports, quotations, and other documents submitted to NEXUS shall be accurate, complete, and truthful.

Suppliers shall immediately notify NEXUS of any situation that may compromise the integrity or proper performance of a contract.

5. ANTI-BRIBERY AND ANTI-CORRUPTION

NEXUS has zero tolerance for bribery and corruption.

Suppliers shall not directly or indirectly offer, promise, authorize, request, or accept bribes, kickbacks, facilitation payments, or any other improper advantage intended to influence a business decision.

Suppliers shall comply with all applicable anti-bribery and anti-corruption laws and regulations.

Suppliers shall maintain appropriate controls to prevent and detect corruption and shall report any suspected corruption involving NEXUS personnel or representatives.

6. GIFTS, HOSPITALITY AND ENTERTAINMENT

Suppliers shall ensure that gifts, hospitality, meals, entertainment, travel, or other benefits offered to NEXUS employees are reasonable, legitimate, and not intended to influence business decisions improperly.

Cash or cash equivalents shall not be offered to NEXUS employees or representatives.

Suppliers shall respect any applicable NEXUS policies concerning gifts, hospitality, and business entertainment.

7. CONFLICT OF INTEREST

Suppliers shall avoid situations that may create an actual, potential, or perceived conflict of interest.

Suppliers shall disclose any personal, financial, family, or business relationship involving a NEXUS employee or representative that could influence, or appear to influence, a procurement or business decision.

Any potential conflict of interest shall be reported promptly to NEXUS.

8. FAIR COMPETITION

Suppliers shall conduct business fairly and in accordance with applicable competition and antitrust laws.

Suppliers shall not participate in price fixing, market allocation, bid rigging, collusion, or other practices intended to restrict fair competition.

Suppliers shall provide truthful and accurate information during procurement, tendering, quotation, and negotiation processes.

9. HUMAN RIGHTS

Suppliers shall respect internationally recognized human rights and shall treat all workers with dignity, fairness, and respect.

Suppliers shall take reasonable measures to prevent human rights abuses within their operations and supply chains.

Suppliers shall not tolerate threats, violence, intimidation, harassment, or degrading treatment of workers.

10. FORCED LABOUR AND HUMAN TRAFFICKING

Suppliers shall not use or benefit from forced labour, bonded labour, prison labour, slavery, servitude, or human trafficking.

Workers shall be free to leave employment in accordance with applicable laws and contractual requirements.

Suppliers shall not retain workers' identity documents, passports, or personal belongings as a means of restricting their freedom, except where legally permitted and with appropriate safeguards.

11. CHILD LABOUR

Suppliers shall not employ children in violation of applicable labour laws or internationally recognized standards.

Suppliers shall establish appropriate controls to verify the age of workers and prevent child labour.

Young workers shall not be assigned work that may endanger their health, safety, development, or education.

12. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

Suppliers shall provide equal employment opportunities and shall not discriminate unlawfully based on characteristics protected by applicable law.

Suppliers shall promote a respectful and inclusive working environment.

Employment decisions, including recruitment, promotion, compensation, training, and termination, shall be based on legitimate and objective criteria.

13. HARASSMENT AND ABUSE

Suppliers shall provide a workplace free from physical, psychological, sexual, and verbal abuse.

Harassment, intimidation, threats, bullying, violence, and degrading treatment shall not be tolerated.

Suppliers shall establish appropriate mechanisms for workers to report concerns without fear of retaliation.

14. WORKING HOURS, WAGES AND BENEFITS

Suppliers shall comply with applicable laws and contractual requirements concerning working hours, rest periods, wages, overtime, leave, and employee benefits.

Workers shall receive wages and benefits in accordance with applicable legal requirements and agreed employment conditions.

Suppliers shall maintain appropriate employment and payroll records.

15. OCCUPATIONAL HEALTH AND SAFETY

Suppliers shall provide and maintain safe and healthy working conditions.

Suppliers shall identify hazards, assess risks, implement appropriate controls, and provide workers with the necessary information, training, supervision, and personal protective equipment.

Suppliers shall comply with applicable occupational health and safety requirements and NEXUS site-specific HSE requirements.

Where required, suppliers shall participate in:

- Toolbox talks;
- Job Safety Analysis (JSA);
- Risk assessments;
- Permit-to-work systems;
- Emergency preparedness activities;
- Safety inspections; and
- Incident and accident reporting.

Suppliers shall immediately report serious incidents, accidents, near misses, unsafe conditions, and environmental incidents associated with NEXUS activities.

16. ENVIRONMENTAL RESPONSIBILITY

Suppliers shall conduct their activities in a manner that minimizes negative environmental impacts.

Suppliers shall comply with applicable environmental laws, regulations, permits, and contractual requirements.

Where applicable, suppliers shall implement controls for:

- Waste management;
- Pollution prevention;
- Spill prevention and response;
- Chemical management;
- Water conservation;
- Energy efficiency;
- Emissions control; and
- Protection of natural resources.

Suppliers are encouraged to continuously improve their environmental performance.

17. QUALITY OF GOODS AND SERVICES

Suppliers shall provide goods and services that meet the agreed specifications, contractual requirements, applicable standards, and customer expectations.

Suppliers shall maintain appropriate quality control processes and shall provide accurate inspection, testing, certification, and conformity documentation when required.

Any non-conforming product or service shall be identified, controlled, and reported to NEXUS.

Suppliers shall not knowingly substitute materials, equipment, personnel, or services without prior authorization where such substitution could affect quality, safety, or contractual requirements.

18. CONFIDENTIALITY AND PROTECTION OF INFORMATION

Suppliers shall protect confidential information received from NEXUS and shall use such information only for authorized business purposes.

Confidential information shall not be disclosed to unauthorized persons or third parties without appropriate authorization.

Suppliers shall implement reasonable measures to protect business, technical, commercial, personal, and operational information against unauthorized access, loss, alteration, or disclosure.

19. INFORMATION SECURITY AND DATA PROTECTION

Suppliers shall take appropriate measures to protect information systems and data used in connection with NEXUS activities.

Suppliers shall protect personal data in accordance with applicable data protection laws and contractual requirements.

Any suspected data breach, cybersecurity incident, or unauthorized disclosure involving NEXUS information shall be reported promptly.

20. ACCURATE RECORDS AND DOCUMENTATION

Suppliers shall maintain complete, accurate, and traceable records relating to goods and services provided to NEXUS.

Records shall not be falsified, concealed, altered improperly, or destroyed contrary to applicable legal or contractual requirements.

Supporting documentation shall be made available to NEXUS when contractually or legally required.

21. SUBCONTRACTORS AND THIRD PARTIES

Suppliers are responsible for ensuring that their subcontractors and other relevant third parties understand and comply with applicable requirements of these Supplier Business Conduct Principles.

Where subcontracting is permitted, suppliers shall ensure that subcontractors possess the required qualifications, licenses, competencies, and resources.

Suppliers shall remain responsible for the performance and conduct of their subcontractors in relation to NEXUS activities.

22. REPORTING CONCERNS AND WHISTLEBLOWING

Suppliers are encouraged to report suspected violations of these principles, applicable laws, contractual requirements, or unethical conduct.

Reports may include concerns relating to:

- Bribery or corruption;
- Fraud;
- Human rights violations;
- Forced or child labour;
- Discrimination or harassment;
- Unsafe working conditions;
- Environmental violations;
- Quality or documentation fraud; and
- Conflicts of interest.

NEXUS expects suppliers to cooperate with investigations and prohibits retaliation against individuals who raise genuine concerns in good faith.

23. AUDITS AND COMPLIANCE MONITORING

NEXUS may assess supplier compliance with these principles through questionnaires, document reviews, inspections, audits, evaluations, or other appropriate methods.

Suppliers shall provide reasonable cooperation and access to relevant information where such assessment is required under contractual or legal arrangements.

Identified non-conformities shall be addressed through appropriate corrective actions within agreed timeframes.

24. NON-COMPLIANCE

Failure to comply with these Supplier Business Conduct Principles may result in corrective actions and, where appropriate, suspension, disqualification, or termination of the supplier relationship, subject to applicable contractual and legal requirements.

Serious violations involving corruption, fraud, human rights abuses, forced labour, child labour, serious safety violations, or deliberate falsification may be treated as critical compliance matters.

25. CONTINUOUS IMPROVEMENT

Suppliers are encouraged to continuously improve their ethical, social, quality, health and safety, and environmental performance.

Suppliers should establish appropriate objectives, controls, training, monitoring, and improvement initiatives relevant to the nature and scale of their activities.

26. SUPPLIER ACKNOWLEDGEMENT

By accepting a purchase order, contract, work order, or other form of engagement with NEXUS CAB, the supplier acknowledges that it has read, understood, and agrees to comply with these Supplier Business Conduct Principles, where applicable to its engagement.

The supplier further agrees to communicate relevant requirements to its employees, subcontractors, and other parties involved in providing goods or services to NEXUS.