



A decorative graphic on the left side of the page, consisting of three stacked, stylized, curved shapes in red and gold, resembling a stylized 'B' or a series of connected arcs.

# BUA CEMENT PLC

## CODE OF CONDUCT FOR SUPPLIERS AND SERVICE PROVIDERS

Approval

This Code of Conduct for Suppliers and Service Providers was approved by:

Name	Representing	Signature	Date
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**This document has been reviewed by**

S/N	Reviewer	Date Reviewed

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## INTRODUCTION

BUA CEMENT PLC ("BUA") is committed to maintaining high ethical standards in its business, whether conducted internally with BUA employees or externally with third parties. As such, this Code of Conduct for Suppliers and Service Providers has been prepared to ensure that all BUA's Suppliers and Service Providers engaged in providing products, goods and services to BUA understand and agree to make a similar commitment.

This Code of Conduct for Suppliers and Service Providers ("Code") provides a clear summary of BUA's expectations from its Suppliers and Service Providers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Our Suppliers and Service Providers are expected to act in accordance with this Code and ensure that their own suppliers and service providers will also adhere to and abide by the principles of this code and the standards upon which it is based.

In the event that other regulations or laws impose more extensive or stringent provisions, those regulations or laws shall have priority over this code. Suppliers and Service Providers are strongly recommended to familiarize themselves with this Code to ensure successful working relations with BUA.

### 1. EMPLOYMENT AND WORKING CONDITIONS

Suppliers and Service Providers agree to safeguard the human rights of its employees and to treat them with dignity and respect. This refers to all employees including part-time, interns, contract staff, temporary workers, full-time employees, and any other form of manpower.

#### 1.1. Child Labor

BUA does not tolerate child labor in any form. "Child" refers to any person younger than the statutory minimum age for employment in the country in which the activity is performed. Suppliers and Service Providers must act in compliance with all laws regulating minimum working age for each position, including any laws pertaining to the employment, apprenticeships, and internships of youths and students.

#### 1.2. Forced Labor

All forms of forced labor, slave labor or any other form of comparable labor are strictly prohibited. Suppliers and Service Providers may not force anyone to continue working by withholding pay, employee benefits, property or documents. All labor must be voluntary, and employees must be free to end their labor or their employment relationship at any time, subject only to such provision with respect to fair notice.

#### 1.3. Human Rights/Abuse

BUA does not tolerate human rights violations in any form. Employees are to be treated with dignity and respect. Under no circumstances may Suppliers and Service Providers tolerate or mete out inhumane treatment, physical violence, corporal punishment, insults, threats, verbal abuse, disrespectful behavior, bullying or harassment of any kind to employees of any description or level.

#### 1.4. **Non-Discrimination**

Suppliers and Service Providers shall ensure that there is no form of discrimination or unequal treatment in hiring, training, promotion, compensation, etc. based on race, skin color, age, gender, religious or political conviction, ethnic background, marital status, health status, political opinion, disability, trade union membership or family status.

#### 1.5. **Wages and Benefits**

Suppliers and Service Providers must ensure that each employee is paid at least the statutory minimum wage, or a fair representation of the prevailing industry wage, (whichever is higher) and must make provision for all legally mandated benefits. Wages should be paid at regular and reasonable intervals.

#### 1.6. **Working Hours**

The weekly working hours must not exceed the maximum number prescribed by the applicable national laws and industry standard's maximum. In no case shall the weekly working time (including overtime) exceed 60 hours. Overtime should only be permitted if it is worked on a voluntary basis. Employees shall be provided with a weekly rest period of at least twenty-four consecutive hours within each seven-day period.

#### 1.7. **Freedom of Association**

Suppliers and Service Providers shall be respectful of its employees right to join and form independent trade unions and shall grant their employees the right of association in order to protect or represent their interests in accordance with applicable national laws.

### **2. HEALTH AND SAFETY**

2.1. Suppliers and Service Providers must provide a safe and healthy workplace environment for employees. At a minimum, adequate lighting, clean drinking water, temperature, ventilation, sanitation facilities, and personal protective equipment with equipped workstations should be provided at no cost to the employees. Occupational safety measures and procedures must be implemented to actively prevent accidents and health damage. This also encompasses the obligation to regularly inform employees about risks and train them by means of occupational safety exercises.

2.2. Suppliers and Service Providers shall identify and assess emergency situations and take all necessary measures to minimize their impact both on-site and off-site by implementing effective emergency plans and reporting procedures.

### **3. ENVIRONMENT**

BUA encourages its Suppliers and Service Providers to consider the environmental impact of goods and services provided in business dealings with it. Suppliers and Service Providers shall make every effort to eliminate or reduce harmful soil changes, water and air pollution, noise emissions and excessive water consumption caused by its activities, to conserve natural

resources (especially non-renewable resources), to protect the health of persons, to avoid or minimize the use of hazardous substances, and to promote the recycling or reuse of waste.

General emissions from operating procedures (air and noise emissions) and greenhouse gas emissions are, before they are released, to be typed, routinely monitored, and treated as needed. It is also the Supplier's and Service Provider's responsibility to monitor their emissions treatment systems and the Supplier and Service Provider is obliged to find cost-effective solutions for minimizing all emissions.

Suppliers and Service Providers shall pursue a systematic approach in order to identify solid waste, reduce, manage and responsibly dispose of or recycle it. Chemicals and other materials that pose a danger when they are released into the environment are to be identified and managed in such a way that safety is ensured when people interact with these materials, as well as when they are transported, used, recycled, reused or stored, and when they are disposed of.

The Supplier or Service Provider shall ensure it monitors energy consumption and document same. Cost-saving solutions are to be employed in improving energy efficiency and minimizing excess and unreasonable consumption.

#### **4. BUSINESS ETHICS AND INTEGRITY**

BUA requires all its Suppliers and Service Providers to uphold high ethical standards in all their business dealings. The following principles shall apply:

##### **4.1. Legal Compliance**

Suppliers and Service Providers are obligated to comply with all applicable laws and regulations of the Countries in which they perform business activities or provide services. This Code applies to activities in the locations where the Supplier or Service Provider's goods are produced, where any related services are performed, and where the goods enter the supply chain.

##### **4.2. Conflict of Interest**

Suppliers and Service Providers must avoid all or perceived conflicts of interest when performing services for BUA. Suppliers and Service Providers are required to notify BUA immediately of any situation that may appear as a conflict of interest and disclose to BUA any relationships they may have with any of its employee, official or professional under contract with BUA.

##### **4.3. Anti-Corruption/Anti-Bribery**

Suppliers and Service Providers must comply with the anti-corruption laws and regulations of each country (including far reaching extraterritorial laws such as the UK Bribery Act and the US Foreign Corrupt Practices Act) in which they perform business activities and Anti-Bribery and Corruption Policy of BUA, as well as seek to prevent and detect corruption in all business agreements with due diligence. Suppliers and Service Providers must ensure that no payment, gift, contribution, bribe, rebate, payoff or anything else of value is offered, authorized, promised or paid, directly or indirectly, in order to (i) obtain or retain business for or with, or direct any business to, any entity or individual; (ii) obtain favorable treatment, special concessions or other improper business advantage; (iii) influence that person to act, make a decision, exercise

discretion, pass judgment, fail to act, or make an omission in breach of a duty of good faith, impartiality or trust ; or (iv) otherwise reward that person for acting improperly.

#### 4.4. **Gifts and Hospitality**

Suppliers and Service Providers must not offer any gift or benefit such as free goods or services to BUA's employee to obtain improper advantages or influence or to facilitate the Suppliers' or Service Providers' business with BUA. Gifts include benefit, fees, commissions, dividends, cash, gratuity, services, or any other form of inducements. Any gift and hospitality of whatever value offered or received must be in line with Clause 8 of BUA's Policy on Anti-Bribery and Corruption.

#### 4.5. **Money Laundering**

BUA expects its Suppliers and Service Providers to comply with Legislation, regulations and the best international standards for combating money laundering and terrorism financing. Money Laundering is the illegal process of making large amounts of money generated through criminal activity, such as drug trafficking or terrorism funding, appear to have come from a legitimate source. Suppliers and Service Providers are encouraged to adopt Anti-Money Laundering/Combating Financing of Terrorism (AML/CFT) compliance strategies to avoid such situations.

#### 4.6. **Due Diligence**

Suppliers and Service Providers must continuously ensure that they are not involved in any integrity issues that may bring BUA into disrepute. BUA shall undertake due diligence on its Suppliers and Service Providers and will adhere to standards required to maintain its reputation and integrity.

#### 4.7. **Confidentiality**

Suppliers and Service Providers must ensure that necessary steps are taken to safeguard and maintain the confidentiality of all our confidential information, including maintaining it in confidence, in a secure location and not disclosing it to third parties (not assigned to the contract) without BUA's prior written consent, during the contract period and five years after its conclusion. Suppliers and Service Providers must observe utmost discretion in all matters relating to BUA, its business, and activities.

### 5. **DATA PRIVACY REGULATIONS**

Suppliers and Service Providers are expected to comply with all applicable data protection and privacy law and regulations, including the Nigerian Data Protection Regulation (NDPR) and other such laws relating to the collection, storage, transfer and processing of personal data.

### 6. **INTELLECTUAL PROPERTY**

Intellectual property rights are to be respected; transfers of technology and expertise are to be carried out in such a manner that intellectual property rights and customer information are protected.

## **7. DIVERSITY AND INCLUSION**

BUA encourages its Suppliers and Service Providers to develop and promote inclusive cultures where diversity is valued, celebrated and everyone is able to contribute fully and reach their full potential. Suppliers and Service Providers should encourage diversity in all levels of their workforce and leadership, including boards of directors.

## **8. GOOD FAITH**

Suppliers and Service Providers are expected to perform their obligations in line with industry standards and practices in which they operate and in accordance with the provisions of the contract and international best standards.

## **9. COMPLIANCE EXPECTATIONS**

This Code outlines the minimum standards BUA requires from its Suppliers and Service Providers; however, Suppliers and Service Providers are expected to surpass global and industry practices. Suppliers and Service Providers are expected to motivate their suppliers and subcontractors to ensure that they also strive to meet the principles of this Code. BUA recognizes that these standards are evolving and encourages continuous improvement. BUA will educate its staff and suppliers to ensure understanding and adherence to the Code.

## **10. APPLICABILITY OF THE CODE**

This code shall apply to all BUA's Suppliers, Service Providers, Sub-Contractors, their employees and other entities acting on their behalf (with approval of BUA).

## **11. MONITORING COMPLIANCE WITH THE CODE**

- 11.1. BUA shall ensure the monitoring of Suppliers and Service Providers compliance with this Code. Suppliers and Service Providers are therefore advised to ensure the implementation of same and carry out all acts necessary to aid compliance.
- 11.2. BUA shall not hesitate to implement appropriate sanctions against any Supplier or Service Provider found in violation of this Code.

## **12. SECURE COMMUNICATION CHANNELS**

Where Suppliers and Service Providers have questions or concerns on issues relating to this Code or wish to report a questionable behavior or possible violation of same, they are obliged to contact BUA's Procurement and Supply Team via ([Almustapha.mohammed@Buacement.com](mailto:Almustapha.mohammed@Buacement.com)) or at BUA Towers, PC 32, Churchgate Street, Victoria Island, Lagos, Nigeria.

BUA will not accept or condone any retaliation or reprisal against a concerned Supplier or Service Provider who, in good faith, seeks guidance or reports potentially unethical conduct or a potential violation. BUA will enforce disciplinary measures which may include contract termination, against anyone who intimidates or participates in retaliation or harassment against the concerned individual. All information or complaints received, including identities of persons will be held in strict confidence.



### 13. SANCTIONS

BUA will employ the use of a self-assessment questionnaire as well as sustainability audits to monitor the Supplier or Service Provider's compliance with the standards and rules stated in this Code.

Breach of this Code may lead to sanction or action being taken against the Supplier or Service Provider, alongside any contractual or legal recourse. The actions taken will be determined by the type and severity of the violation, as well as the Supplier or Service Provider's level of commitment to upholding the obligations under this Code. The potential actions that can be imposed on the Supplier or Service Provider includes, but are not restricted to the following:

- 13.1. Formal warnings that the non-compliance will lead to more severe actions; and
- 13.2. Immediate termination of contract, without recourse

## APPENDIX A

### Acknowledgment and Acceptance

Having fully read and understood the requirement of this Code, I hereby commit myself and my Company to complying with the principles herein. I also certify that I am authorized by my company to sign and accept this document on its behalf.

Supplier/Service Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Representative: \_\_\_\_\_

Signature: \_\_\_\_\_