

Supplier Code of Conduct & Compliance Manual

CAT INTERNATIONAL CO.

Supplier Code of Conduct & Compliance Manual

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Document Distribution

This document shall be distributed to:

- Procurement Department
 - Projects Department
 - Quality Department
 - Legal Department
 - All Approved Suppliers
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Article (1): Definitions

For the purposes of this Manual, the following terms shall have the meanings assigned to them below:

1.1 Company: CAT INTERNATIONAL CO.

1.2 Supplier: Any natural or legal person supplying goods or services to the Company.

1.3 Contract: Any agreement, purchase order, work order, or legally binding arrangement entered into between the Company and the Supplier.

1.4 Confidential Information: Any technical, commercial, financial, administrative, operational, engineering, or proprietary information belonging to the Company.

Article (2): Scope of Application

This Manual applies to all suppliers, contractors, subcontractors, consultants, service providers, manufacturers, and business partners engaged by CAT INTERNATIONAL CO.

Compliance with this Manual is a mandatory requirement for supplier registration, qualification, and continued business relationship with the Company.

Article (3): Anti-Bribery and Anti-Corruption Policy

The Supplier shall:

- 3.1** Not offer, promise, authorize, solicit, or accept any bribe, kickback, commission, facilitation payment, or other improper benefit.
 - 3.2** Not provide gifts, hospitality, entertainment, or favors intended to improperly influence business decisions.
 - 3.3** Immediately report any suspected fraud, corruption, bribery, or unethical conduct.
 - 3.4** Cooperate fully with any investigation conducted by the Company or competent authorities.
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Article (4): Supplier Code of Conduct

The Supplier shall conduct business with:

- 4.1** Integrity
 - 4.2** Transparency
 - 4.3** Fairness
 - 4.4** Fair Competition
 - 4.5** Respect for the Company's reputation
 - 4.6** Full compliance with contractual obligations
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Article (5): Conflict of Interest Policy

The Supplier shall promptly disclose any actual, potential, or perceived conflict of interest that may influence its business relationship with the Company.

The Supplier shall not exploit personal, financial, or professional relationships for improper gain or preferential treatment.

Article (6): Confidentiality and Non-Disclosure

The Supplier agrees to maintain the confidentiality of all Company information, including documents, specifications, drawings, pricing, contracts, technical data, commercial information, and intellectual property.

Such information shall not be disclosed, copied, reproduced, or used for any purpose other than fulfilling contractual obligations without prior written approval from the Company.

This confidentiality obligation shall survive for five (5) years after termination of the contractual relationship unless a longer period is required under the applicable contract.

Article (7): Human Rights and Labor Policy

The Supplier shall:

- 7.1** Prohibit child labor.
 - 7.2** Prohibit forced or compulsory labor.
 - 7.3** Eliminate discrimination in employment.
 - 7.4** Provide a safe and healthy workplace.
 - 7.5** Respect the dignity, rights, and welfare of all workers.
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Article (8): Quality Assurance and Warranty

The Supplier shall:

- 8.1** Comply with all approved technical specifications.
- 8.2** Supply genuine, new, and defect-free products.

8.3 Replace any non-conforming products at its own expense.

8.4 Bear all costs associated with returns and replacement.

8.5 Cooperate during inspections, testing, and quality audits.

Article (9): Health, Safety and Environment (HSE)

The Supplier shall comply with all applicable Health, Safety and Environmental requirements by:

- Providing appropriate Personal Protective Equipment (PPE);
 - Maintaining safe working practices;
 - Properly managing waste and hazardous materials;
 - Reporting incidents immediately;
 - Complying with all applicable environmental and occupational safety regulations.
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Article (10): Legal and Regulatory Compliance

The Supplier shall comply with all applicable laws, regulations, and governmental requirements of the Kingdom of Saudi Arabia.

The Supplier shall obtain and maintain all licenses, permits, certifications, registrations, and statutory approvals required for its operations, including compliance with applicable tax, customs, zakat, labor, and commercial regulations.

Article (11): Audit and Inspection Rights

The Company reserves the right, at any reasonable time, to audit, inspect, review, or verify the Supplier's compliance with this Manual.

The Supplier shall provide access to relevant records, facilities, documents, certifications, and personnel upon request.

Article (12): Non-Compliance and Sanctions

Failure to comply with this Manual may result in one or more of the following actions:

12.1 Written Warning

12.2 Suspension of Purchase Orders

12.3 Rejection of Goods or Services

12.4 Removal from the Approved Supplier List

12.5 Contract Termination

12.6 Recovery of Damages and Financial Losses

12.7 Legal action before the competent authorities

Article (13): General Provisions

13.1 This Manual shall be governed by and construed in accordance with the laws and regulations of the Kingdom of Saudi Arabia.

13.2 The Supplier shall comply with applicable international conventions and treaties to which the Kingdom of Saudi Arabia is a party, where relevant to the Supplier's activities.

13.3 Where applicable, the Supplier shall observe internationally recognized standards and best practices, including ISO Standards, International Labour Organization (ILO) principles, United Nations Global Compact principles, and recognized Health, Safety and Environment (HSE) standards.

13.4 In the event of any conflict between this Manual and the applicable laws of the Kingdom of Saudi Arabia, the applicable Saudi laws shall prevail.

13.5 Any dispute arising out of or relating to this Manual shall be subject to the exclusive jurisdiction of the competent courts of the Kingdom of Saudi Arabia unless otherwise agreed in writing.

13.6 This Manual forms an integral part of all purchase orders, contracts, and commercial agreements entered into between the Company and the Supplier.

Article (14): Acknowledgment and Acceptance

I hereby acknowledge that I have read, understood, and accepted all provisions of this Supplier Code of Conduct & Compliance Manual.

I agree to comply fully with all requirements contained herein and understand that any violation may result in contractual remedies, suspension, termination, legal action, or other applicable measures.

Supplier Information

Company Name: _____

Commercial Registration No.: _____

Authorized Representative: _____

Position: _____

Signature: _____

Official Company Stamp: _____

Date: ____ / ____ / ____

Approval Page

This Supplier Code of Conduct & Compliance Manual is hereby approved and shall become effective on the date of approval. It shall be binding upon all suppliers, contractors, subcontractors, consultants, and other business partners of CAT INTERNATIONAL CO.

Approved by

Chief Executive Officer (CEO)

Name: _____

Signature: _____

Official Company Stamp: _____

Date: ____ / ____ / ____