

CHEMIE TRADE CORPORATION

CODE OF ETHICS



FOREWORD

Chemie Trade Corporation (hereinafter "CTC" or the "Company") is a dynamic and rapidly evolving organisation operating in the chemical and pharmaceutical industry that has, as its primary objective, the distribution of active ingredients and excipients for the pharmaceutical industry.

Like any human community, CTC is able to develop its business harmoniously and effectively only in compliance with a set of rules based on ethical principles and conduct criteria that must guide the behavior of all recipients of this Code of Ethics, in line with the Company's mission and values.

This Code of Ethics therefore responds to this need: recalling the general requirements that are imposed on CTC wherever it operates, both vis-a-vis customers as well as its employees and suppliers, indicating the rules to be abided by.

In the certainty that we can count on each of them to respect these rules in our daily activities to the benefit of all.

1. GENERAL PRINCIPLES

CTC intends to consolidate its development on a set of common values:

- Solidarity;
- Simplicity;
- Performance;
- Responsibility;
- Sustainability;
- Legality;
- Equality and impartiality;
- Transparency, integrity, reliability and confidentiality;
- Professionalism.

In exercising its day to day responsibilities, CTC intends to:

- Contribute to an effective use of the products it offers;
- Set an example in terms of timely delivery and any sort of corruption protection.
- Base its action on a context of sustainable and long lasting business relation.

In general, CTC respects the treaties, conventions, laws and regulations in force in the countries and territories in which it conducts its business, confirming its adhesion:

- to the principles of any Universal Declaration fundamental Conventions of international labor organization.
- to the fully compliance of domestic laws e.g CRPC (Criminal Code of Procedure in Bangladesh along with company & business law)

In particular, CTC:

- complies with the rules concerning free competition;
- rejects corruption in all its forms.



Towards Customers

CTC provides its customers with products and services at most competitive price. It always pays attention to the needs of its customers; with a view to continuous progress and controls. evaluates and constantly improves products, services, technologies and procedures in order to develop quality, safety, efficiency and innovation in every stage of the conception and distribution processes. Moreover, with a view to full satisfaction of customer expectations and the continuous consolidation of existing commercial relationships, it offers high quality and efficient products/services which respond to the needs expressed by customers themselves. To achieve these objectives, the Company undertakes to provide always feedback to suggestions and complaints received in order to put in place corrective and improvement actions, using suitable and timely communication systems.

Towards to Employees

CTC trusts in the loyalty, motivation, skills and sense of responsibility of its employees, recognising the centrality of human resources which constitute the key to the success of any company.

In this context, the Company undertakes to foster a work environment and conduct based on:

- Respect for the dignity and personality of the individual. In this regard, no form of illegal labour or of discrimination based on age, sex, personal and social conditions, race, language, nationality, political opinions and religious beliefs will be tolerated;
- Selection of its personnel exclusively according to Company needs and the qualities of each candidate, contrasting any form of recommendation:
- Prevention of discrimination and abuse in order to guarantee everyone the same opportunities, ensuring equitable remuneration based on merit:
- Definition of roles, responsibilities and availability of appropriate information to ensure that all employees can take the decisions under their responsibility in the interests of the Company:
- Professional development of human resources through training, delivered at certain times during the professional career of the individual

Towards Suppliers

The relation of CTC to its suppliers and service providers is based, in general, on the following principles:

- selection of a supplier must be made, based on company procedures, by at least two employees and must be based on the quest for satisfaction of a need, on quality, performance, duration and lowest cost, based therefore on the requirements of appropriateness, affordability, and efficiency. CTC aims to source products, equipment and services of adequate quality at the most advantageous conditions in terms of quality, service and price. To this end, the Company will apply the principle of periodic supplier assessment in order to rationalize, albeit with the aim of creating stable relationships, and achieve the objectives of economy and efficiency;
- relations with a supplier must be based on trust and proceed with clarity and compliance with the contractual terms;



- for all supplies, including works and consultancy contracts, assessment of the grounds for the choice and the price applied must be reasonably and adequately formalised and documented, according to company practice and/or as required by company procedures, if any. Contracts with suppliers must be drafted in the form prescribed by corporate procedures and in any case in writing, as well as contain explicit reference to the obligation to abide by the principles of the Code of Ethics and to the fact that any violations of said principles may constitute grounds for termination of the contract pursuant to Bangladesh Civil Code.

Towards Health - Safety – Environment

CTC carries out administration and business support activities, taking into account the need for environmental protection and sustainable use of natural resources, as well as the need to provide and maintain a safe and healthy workplace, in accordance with the legal framework relating to safety and the environment.

All employees are responsible for ensuring that CTC activities, which depend on them, are exercised in accordance with the rules in force in the Company concerning health, safety and environmental protection.

Towards of information technology and communications resources

The dissemination of new information technologies exposes the Company to continuous risks of involvement both with regard to assets, as well as in terms of civil and/or criminal liability, in addition to image and security issues. Therefore, the use of company IT and telecommunications resources must always be based on the principles of diligence and integrity, being the same intended exclusively for professional use. Any use for private purposes is not acceptable.

Towards Relation Between Employees

All employees must demonstrate loyalty, undertake to having a supportive conduct and pay attention to the quality of their relations with their colleagues. They must refrain from any discrimination and favor teamwork.

Towards Relations With Suppliers and Customers

All employees must entertain loyal, honest and polite relations with customers and suppliers, in strict compliance with the contracts signed and with current laws and regulations. Invitations and gifts offered and received must remain within acceptable limits, in compliance with both customs as well as anti-corruption regulations. If in doubt, contact your direct superior. Under no circumstances must a gift or invitation be solicited.

Towards Confidentiality and Intellectual and Industrial Property

All employees have, in general, the obligation not to disclose orally, in writing or electronically any professional information of a confidential nature, without the necessary powers or express authorization from their direct superiors. They must also comply with the rules concerning intellectual and industrial property and take the necessary measures to protect the confidentiality of information at their disposal by virtue of their professional activity and of which they are merely custodians. These obligations remain in force even after termination of employment with the Company.



Towards Conflicts of Interest

Any employee may be faced with situations in which their personal interest - or that of the natural or legal persons to whom they are tied or who are close to them - may be in conflict with the interests of the Company.

By conflict of interest is meant the case in which employees pursue an interest different from the Company's mission or engage in activities that may, nevertheless, interfere with their ability to take decisions in the exclusive interest of the Company, or take personal advantage of the business opportunities of the Company.

It is their responsibility, in such cases, to apply self-restraint in accordance with their conscience, in compliance with the duty of loyalty that they owe to the Company and, in case of doubt, to consult the competent corporate body.

In any case, to avoid situations of conflict of interest with the Company, all employees must refrain: from any personal interest in a competitor, supplier or customer;

- from putting in place any transactions in listed securities of supplier or customer companies, should they have had access to inside information concerning them;
- from any professional activity in the same sector outside the Company, without prior written authorization from their direct superior for employees who have a full-time employment contract.

Towards Money Laundering

All employees must refrain from laundering money from illicit or criminal activities.

Before establishing relations or entering into contracts with suppliers and other partners in business relationships, all employees, as indeed the Company itself, must ensure the moral integrity, reputation and good standing of the counterparty.



General Sale Terms and Conditions

1. General Terms

1.1 Unless otherwise agreed upon by us in writing, the following terms and conditions shall apply to all present and future business contracts in between principal, Agent & her Buyers.

1.2 Even if our principal has knowledge of differing, contrary, or supplementary general terms and conditions of the Buyer, these shall not receive contractual validity, unless the validity is consented upon in writing.

1.3 These terms and conditions shall only apply to natural persons or legal entities or incorporated private companies, which are acting in execution of commercial or independent business activity (merchants), as well as legal entities under public law.

2. Offer, Code of Contract

2.1 Unless otherwise agreed by us explicitly, all offers made by our principal CTC without any fixed validity period are subject to alteration in all parts without notice and are without obligation. Without prejudice to our quotation, the Buyer is called upon to make his own counter-proposition aimed at the conclusion of a contract with us.

2.2 A contract shall be valid upon our formal acknowledgment of the order in writing or via means of telecommunication or upon execution of the order.

2.3 Any verbal or telephonic agreement, except where it has been approved by officers authorized to act and sign on behalf of the firm, shall be binding upon us only insofar as the said agreement is subsequently confirmed by us in writing. Authority given to staff members is restrained insofar.

3. Prices and Shipment

3.1 If not otherwise agreed upon, all prices stated by our principal means delivery ex works, including packaging, within the wire house of our principal. The actual weight at delivery shall be the basis of price calculation.

3.2 If so wished by the Buyer, our supplier ship the product to destinations as requested by the Buyer. The Buyer carries the burden of shipment costs.

3.3 If, after conclusion of the contract, the prices for raw materials or shipment increase or decrease, our supplier reserve the right to adjust prices in relation that those increases or decreases stand to the complete price. Should this be the case, the Buyer will be informed immediately, at the latest 14 days before shipment. We will show proof of increased costs upon the Buyer's request.

3.4 The Buyer has the right to withdraw from the contract within 7 days of notice of the price increase, if the prices have increased by 5% or more compared to the prices at conclusion of the contract.

3.5 Shipment in proceed of packaging according to trade custom at our discretion. Transport packaging and all other packaging as specified in the ordinance concerning packing will not be taken back; excluded are pallets. The Buyer assumes responsibility for the disposal of the packaging and for all costs caused thereby. Standard sized pallets remain our property and shall be returned concurrently; otherwise, the cost for the pallets shall be debited to the Buyer's account.

4. Time of Delivery, Extent of Delivery

4.1 Unless an ex works delivery date has been explicitly agreed by us as binding, any date or time stated by us for delivery is an estimate only. Fixed delivery dates are binding only upon their written confirmation by us.

4.2 We are at all times entitled to delivery and fulfillment in part.

5. Force Majeure

5.1 Force majeure circumstances, particularly strikes, lockouts, war, shortage of raw material, failure of public utilities, Acts of God, or other unpredictable occurrences whatsoever beyond our control and affecting the normal operation of plant and machinery and normal functioning of transport, as well as interference by means of jurisdictional sovereign acts, shall cause to void the contract being affected, and both parties shall be excused from performing their part of the agreement in such an event for the period of the interruption and to the extent of the consequences thereof including the conditions that render the execution of the affected contract uneconomical for a limited time thereafter. This course of action shall also be applicable when under any of the aforesaid circumstances our suppliers are unable to meet their supply commitments and we, on the other hand, do not have any alternative source of procurement or if the conditions of procurement from such alternative source be unacceptable.

5.2 Should the delay in delivery in consequence of any of the aforesaid occurrences exceed 6 weeks, both parties to a contract are assigned the right to withdraw from the affected part of the contract.

5.3 We shall not be liable to the Buyer for any consequential or indirect damage whatsoever arising out of force majeure circumstances.

6. Quality Statement

6.1 All statements of contents or composition of our goods, whether set forth in our quotations or elsewhere, are estimates only and do not form part of the contract. Any sample of goods submitted by us, except for officially compendial materials, shall be regarded as an approximate specimen only and are subject to certain deviations although we use our best endeavours throughout the manufacture and testing of the materials.

6.2 Any advisory suggestion or help given by us about the use of our goods is given according to best knowledge based on the state of our experience and knowledge. We shall assume no responsibility whatsoever with respect thereto; verification of all information and data by means of appropriate tests and trials shall be the sole responsibility of the Buyer.

6.3 Observance of statutory and administrative regulations with regard to the storage, further transport and the use of our goods shall be the sole responsibility of the Buyer.

7. Assessing Risk

7.1 If the Buyer requests that the object of purchase be sent from the place of performance of our principal to another place, then, unless the parties agree otherwise, the risk in the goods passes to the Buyer at the time that the object of purchase is handed over to the shipping agent, carrier or other persons or establishments appointed to the execution of shipment.

7.2 The Buyer shall immediately - at the latest within the special time limits set out for this case -

notify the carrier of complaints arising out of damage from transportation and demand written confirmation thereof.

8. Transport insurance may be arranged by us at Buyer's special request and on Buyer's account. The weight or pieces of goods handed over to the carrier shall be conclusive for the premium payable.

9. Warranty

9.1 The Buyer is called upon to examine the goods supplied by us immediately after receipt of the same, and if considered reasonable also by way of appropriate trial, in respect of any manufacturing defects and erroneous or short supply.

9.2 Any detectable fault must be communicated by the Buyer in writing in line with the ITC rule, but at the latest within 10 days of receipt of the goods; claims for concealed defects discovered later must be communicated in writing within 7 days of discovery of the defect.

9.3 Our warranty is limited to a period of 12 months from delivery.

9.4 In the event of a Buyer's claim for any defective performance being justifiable we shall, at our option, make good the shortage or replace or repair the defect. Should the repair or replacement be not feasible or be unreasonably delayed or be definitively abortive, the Buyer is entitled to demand a rebate. If a mutual consent to the terms of rebate does not come off, the Buyer is assigned right to demand cancellation of the contract.

10. Liability

10.1 We shall be liable for any gross negligence or intent of ours to the extent of the law.

10.2 Any liability for indemnification attributed to gross negligence of our vicarious agents shall be limited to the typically foreseeable loss or damage caused by the negligence.

10.3 In the case of slight negligence, we shall only be liable for violations of the essential contractual obligations, as well as for injuries to life, body and health.

10.4 Liability according to the law concerning product liability shall not be affected. We shall not be held liable in any other case.

11. Terms of Payment

11.1 Unless otherwise agreed by us in writing, all payments shall be for the full amount of each invoice without deduction or set-off and each invoice shall be payable immediately upon receipt.

11.2 If any cash discount has been approved by us, the Buyer is entitled to that benefit on express condition that all older outstanding accounts have been settled in full by the Buyer.

11.3 If the Buyer is in default, interest on arrears will be charged in the amount of 8% above the current principal country debit interest rate. The assertion of further or higher damages shall not be impaired.

11.4 The Buyer may exercise any right on balancing accounts or of retention of money only insofar as his counterclaims are conferred upon as legal or deemed undisputed.

12. Proprietary Rights

12.1 Goods supplied by our principal/supplier remain the property until payment in respect of all debts owing has been made in full.

The Buyer is given authority to dispose of goods, that remain our property by reason of clause

12.2 in the normal course of business only as long as he punctually discharges his debts arising out of the business relationship with us.

12.3 The Buyer is required to inform us immediately of seizures by third parties of products delivered under proprietary rights, and to give us all relevant information, and hand over all relevant documents for assertion of our claims.

12.4 Already at the time of concluding the contract with us, and until payment in respect of all owed debts has been made, will the Buyer - for security reasons - transfer all claims that he has or will have against his buyers as a result from the sale or processing of our products, or other legal claims, which result in the loss of our proprietary rights to the extent of our part of the property of the sold or processed goods, including ancillary rights, to us. In this case, the Buyer receives the price of purchase only as a fiduciary for us, and is obliged to transfer the price of purchase to us and until then to keep it separated from his property as a fiduciary for us. The same applies to claims resulting from insurance contracts. The Buyer is obliged to report to us immediately any seizures by third parties of those rights that the Buyer has transferred to us.

12.5 The Buyer is entitled to demand release of securities provided that the realisable value thereof exceeds the claims to be safeguarded by 20%. The Buyer is given authority to collect the sums due out of our claims as long as he correctly discharges his obligations arising from the business relationship with Magnesia GmbH. The Buyer shall be under obligation to furnish us on demand with a list of names and addresses of his Buyers along with the respective outstanding debts and copies of invoices in evidence thereof.

12.6 If payment by the Buyer is no longer carried out in accordance with the contract, we can withdraw from the contract, and demand our product be returned, without our other rights being affected.

12.7 The Buyer affirms that he has not otherwise disposed of the above-mentioned rights, which were transferred to us.

13. Court of Jurisdiction, Applicable Law

13.1 For all legal disputes arising out of any contract with supplier, the place where supplier registration court is located, shall be the court of jurisdiction, if the Buyer is a merchant, a legal entity or an incorporated society, or a legal entity under public law or a special asset of public law. Apart from this, the courts of jurisdiction of the principal/supplier location are applicable.

13.2. The laws of the supplier location shall be binding. The rules governing the international trade of goods as outlined in the agreement with the United Nations (Vienna, 11.04.1980), shall however not be applicable.

Chemie Trade Corporation

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