

**RAYCHEM-RPG PRIVATE LIMITED****Competitive Practices Policy****POLICY OUTLINING SUPPORT TOWARDS COMPETITIVE PRACTICES**

RRPL\_CPP\_Competitive Trade Practices Policy

**Effective Date: April 1, 2024**

**Applicability**

This policy outlining support towards competitive practices (“**Policy**”) is applicable to all individuals associated with Raychem-RPG Private Limited (the “**Company**”), including employees, officers, directors, consultants and agents engaged in the Company’s business activities. Additionally, it extends to the Company’s customers, suppliers, competitors, and industry associations involved or potentially engaging in business relationships with the Company.

**Purpose:**

This Policy outlines the Company’s unwavering commitment to fair competition and compliance with all applicable competition laws.

**Definitions:**

The following terms are defined for ease of understanding of this Policy:

1. “**Dominant Position**” means a position of strength, enjoyed by an enterprise, in the relevant market, which enables it to—
  - a. operate independently of competitive forces prevailing in the relevant market; or
  - b. affect its competitors or consumers or the relevant market in its favour.
2. “**Exclusive Supply**” contract includes any agreement restricting in any manner the purchaser in the course of his trade from acquiring or otherwise dealing in any goods other than those of the seller or any other person.
3. “**Exclusive Distribution**” contract includes any agreement to limit, restrict or withhold the output or supply of any goods or allocate any area or market for the disposal or sale of the goods.
4. “**Predatory Pricing**” means the sale of goods or provision of services, at a price which is below the cost, as may be determined by regulations, of production of the goods or provision of services, with a view to reduce competition or eliminate the competitors.
5. “**Refusal To Deal**” includes any agreement which restricts, or is likely to restrict, by any method the persons or classes of persons to whom goods are sold or from whom goods are bought.
6. “**Resale Price Maintenance**” includes any agreement to sell goods on condition that the prices to be charged on the resale by the purchaser shall be the prices stipulated by the seller unless it is clearly stated that prices lower than those prices may be charged.
7. “**Tie-In Arrangement**” includes any agreement requiring a purchaser of goods, as a condition of such purchase, to purchase some other goods.

**RAYCHEM-RPG PRIVATE LIMITED****Competitive Practices Policy****Prohibited Anti-Competitive Practices**

In both procurement and delivery processes, our Company does not encourage or endorse, either directly or indirectly, engaging in any business transaction or agreement related to the production, supply, or delivery of goods or services that may lead to significant harm to fair competition practices.

Our Company truly believes that no enterprise or group should misuse its Dominant Position in the market. This misuse includes imposing unfair conditions or discriminatory prices in buying or selling goods or services, limiting production or market access, engaging in practices that harm consumers, imposing unrelated obligations in contracts, or using dominance in one market to impact another.

Our Company thus firmly stands against any engagement in illegal, unethical, or unfair business activities. This firm opposition extends to any transactions that manipulate prices, hinder production, monopolize markets, allocate territories, or involve collusive bidding, which are all deemed harmful to fair competition. Specifically, contracts that promote Tie-In Arrangements, Exclusive Supply or Distribution, Predatory Pricing, Refusal to Deal, and Resale Price Maintenance, can be considered as violating the law if they significantly harm competition. Our Company expressly prohibits entertaining or entering into such contracts that harm competition. Employees should not engage in deceptive or unfair trade practices that may mislead consumers or restrict competition unfairly. Any agreement, whether direct or indirect, that ropes our Company into such anti-competitive arrangements, will be considered null and void.

**Compliance**

All individuals and entities associated with the Company must acquaint themselves with this Policy and strictly abide by its principles. It is essential that each individual or associate comprehends the laws against unfair competition and the misuse of market dominance. Compliance with both the law and this Policy is mandatory for all individuals or entities working for or with the Company, whether directly or indirectly, failing which the Company reserves the right to terminate the relationship with such individual or entity immediately without prejudice to its rights or remedies otherwise reserved in law.

**Our Promise**

Our Company is committed to treating all its suppliers and customers fairly and equally, without engaging in preferential treatment or discriminatory practices that could hinder competition. Our Company promotes regular training programs to educate its employees and officers on the importance of fair competition.

**Reporting**

Our Company fully extends its support to transparent and fearless reporting. Any instance of breach of this Policy, whether reported anonymously or otherwise, must be directed to the Compliance Officer/Chief Compliance Officer or an assigned officer responsible for overseeing Compliance and Ethics within the Company at [legal\\_compliance@raychemrpg.com](mailto:legal_compliance@raychemrpg.com). The Chief Compliance Officer is authorized to initiate inquiries, investigations, and determine disciplinary measures or commence legal actions. Decisions made by the Company through its Compliance Officer will be conclusive.

**Publication History:**

**RAYCHEM-RPG PRIVATE LIMITED****Competitive Practices Policy****Original Issue Date: April 1, 2024**

<b>Prepared By</b>	<b>Approved by</b>	<b>Approval Date</b>	<b>Issuance Date</b>
Suchi Agarwal	Compliance Committee of Partners (Members: Rajat Bhargava, Pramod Menon, Henno Groell, Viswanath S)	March 28, 2024	April 1, 2024

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