

**CORPORATE**  
**ENQ-COR-SC-STD-00003**

**THIS DOCUMENT IS CLASSIFIED AS NON-CRITICAL**

**Supplier Information Kit**



**APPLICABILITY:**

EnQuest All



<b>Document Owner</b>	Jerome Padero				
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**Supplier Information Kit**

**Revision History**

Rev	Reason for Issue	Created By	Job Title	DD	MM	YYYY
C1	First Issue on BMS	C. Taylor	Supply Chain Analyst	20	02	2018
C2	Incorporated UCC Requirements and updated AP Section (EQ Supplier Invoicing Guidelines)	J. Padero	Accounts Payable and Information Management Manager	20	09	2019

**Signatories:**

Rev	Print Name	Job Title	Date	Signature
C2	<b>Checked By</b> Jerome Padero	Accounts Payable and Information Management Manager	23/09/2019	
C2	<b>Approved By</b> Ali Talpur	Global Business Services	23/09/2019	

**Revision Change Notices**

Rev	Location of Changes	Brief Description of Changes
C1	Whole Document	First Issue for Use
C2	Coversheet UCC Requirements EQ Supplier Invoicing Guidelines	Updated using the latest BMS template Incorporated the new UCC requirements Introduced the new AP One Pager

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<b>Electronic Distribution:</b>		
<b>SNO</b>	<b>Contact / Name</b>	<b>Email Address</b>
1		EnQuest_Aberdeen
2		EnQuest_Dubai
3		EnQuest_London
4		SullomVoe_Users_All
5		EnQuest_Offshore
6		
7		
8		

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## 1.0 Procurement Process

### 1.1 Purchase Order Processing

A purchase order (PO) is transmitted to Suppliers in the form of e-mail, including an Adobe Acrobat PDF format PO as attachment.

All Suppliers of products and services to EnQuest must comply with the following instructions, as applicable. This will enable efficient delivery of goods and services, and ensure smooth and timely invoice payment.

Each PO is assigned a unique number (format: NPR-Pxxxxxx-OP or NPR-Pxxxxxx-WO) and linked to a contract number if applicable. A PO may include several lines, each for a specific item or part and the quantity required. PO will contain pricing as per quotation, quantity, delivery date requirements, and shipping location. An exception to the rule, PO issue for repairs are issued with a PO value of £0 that enables the vendor to assess and advise the cost of repair.

The final destination of the goods is indicated on the Purchase Order within the line item details. **If goods/services are to be delivered/carried out offshore where we operate (outside the UK12 mile territorial limit), VAT should not be charged.** See interactive map (<http://www.enquest.co.uk/our-business/location-map-and-where-we-operate.aspx> ).

### 1.2 Acknowledgement of Purchase Order

When EnQuest dispatches a PO to the Supplier's email address, the Supplier is accountable for checking the PO received, and reverting back to the Buyer if the following elements are inaccurate:

Vendor contact details (legal name);  
Pricing as per quotation;  
Currency;  
Quantity;  
Shipping and delivery dates;  
Missing transportation charges or fees.

The Supplier has **3 working days** from the date of reception of the email to accept or reject the PO. **The Supplier must confirm his acknowledgement by email to the Buyer.**

By accepting an EnQuest PO, the Supplier acknowledges his ability to meet EnQuest PO requirements. Providing goods or services without acknowledgement shall be avoided as this will increase chances of payment delays due to the invoice discrepancies.

By accepting an EnQuest PO, the Supplier acknowledges acceptance of EnQuest Terms & Conditions for Purchase Orders which are transmitted with each individual PO. However, if a contract is signed between Supplier and EnQuest, then the terms and conditions incorporated in that agreement supersede the aforementioned Terms & Conditions for Purchase Orders, unless there is an exception made by the EnQuest legal department in writing.

Rejection of the PO will result in an automatic cancellation of the PO in our system.

### 1.3 Revision of Purchase Order

A PO Revision is issued to reflect any change in the original Purchase Order. These changes can be in terms of quantity, specification or any other thing.

Supplier must ensure it receives a PO revision in case of any changes to the original Purchase Order.

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In case of actual work exceeding the original PO, supplier must contact either the Buyer or the Requestor (End User) and request for PO Revision. **Supplier must not issue any invoice without receiving PO Revision where required.**

**Invoices not matching the PO amount will be rejected and sent back to the supplier.**

Once the PO has been accepted, no deviations from the invoice will be accepted in terms of quantity, unit price, currency, item description, and billing entity. Any variation will lead to a rejection of the invoice, i.e. the Supplier will be required to re-submit invoice.

## 1.4 Purchase Order Sample

**PURCHASE ORDER NPR-P124958-OP**

CONTRACT Non-Contract  
 ORDER DATE Sep 13, 2015  
 APPROVER GREIG.RITCHIE  
 VENDOR REFERENCE  
 INCO TERMS  
 INCO TERMS DETAILS

Enquest Britain Ltd.  
 Annan House  
 Palmerston Road, Aberdeen  
 AB11 5QP, UK  
 Tel: 01224 975000  
 Fax: 01224 975001  
 VAT No: 498 4580 84  
 End Use Reg No: EU/0909/320/16

**Vendor**  
 Company name xxx  
 Address 1 xxx  
 Address 2 xxx  
 Address 3 xxx

**Ship To**  
 ASCO UK Ltd.  
 South Base, Shed 3,  
 Peterhead Offshore Supply Base  
 Peterhead  
 AB42 2PF

**Bill To**  
 Annan House  
 Palmerston Road  
 Aberdeen  
 AB11 5QP

**Purchase Order Description**  
 NP - CASTROL - REQ - Lube Oils (Jeff Maddison)  
 QUOTE REF - JE/0915/655

Invoices that do not comply with the EnQuest Invoice Submission Standard will be rejected for re-submission. Any mismatch between the Purchase Order and the Invoice may delay payments or result in the invoice being rejected. Please contact your EnQuest buyer at sachli.zare@enquest.com for any questions or a copy of the standard.

**Buyer Details**  
 Name: Sachli Zare  
 Email: sachli.zare@enquest.com  
 Phone No.:

LINE	DESCRIPTION	DELIVERY DATE	WORK ORDER	CERTIFICATE	QTY	UOM	UNIT PRICE	LINE TOTAL
1	Type: ITEM 11023730 - OIL: CASTROL AIRCOL SR 46 1000L Accounting Details: VNPCP-NP2015-702500100 Final Destination NPR-OP-OFF Required Date - 18 Sep 2015	Sep 17, 2015			1		XXX	XXX
2	Type: ITEM 11023704 - OIL: CASTROL MHP153 1000L Accounting Details: VNPCP-NP2015-702500100 Final Destination NPR-OP-OFF Required Date - 18 Sep 2015	Sep 17, 2015			1		XXX	XXX

GBP 7327.26

Terms and Conditions as per contract. Together with any additional terms specified in this document.

DELIVERY - Purchase Order number and Work Order number to be quoted on all delivery paperwork and packaging

HMRC - Supplier to clearly identify whether goods are FCG or SEU on delivery documentation

INVOICING - Purchase Order Number, and Contract Number (where applicable) must be quoted on all invoices. Invoices are to be submitted in a PDF format to accounts-invoices@enquest.com (one complete invoice per PDF).

Invoices submitted without a Purchase Order number will be returned unpaid. Invoices submitted by post, hand carry and/or fax will be returned unpaid

IMPORTS - If goods are being exported from an EC member country for shipment to the UK specifically to fulfil this order, supplier must state the following information on the invoice.

Tariff Commodity Code/Net Mass (Kgs)/Transport Type/Country of Origin

If goods originate out with the EC, Supplier must notify EnQuest to this effect prior to supply

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## 2.0 GRN Information Requirements

### 2.1 Physical Delivery of Goods

For the delivery of goods, the Supplier's Delivery Note must exactly match the Enquest PO with respect to the following:

Full Enquest PO Number  
 Enquest PO Line Number  
 Item (Inventory Number)  
 Description

## 2.2 Invoice Back-up Documentation

Whether goods were delivered to ASCO, direct to an offshore location, a 3<sup>rd</sup> Party Vendor, or an EnQuest office or held in storage at the Supplier's premises, on submission to Enquest Accounts Payable, a proof of delivery to the consignee **MUST** be attached to the invoice.

## 3.0 UCC Requirements

### 3.1 Background

On 1<sup>st</sup> May 2016 HMRC's Union Custom Code (UCC) came into effect with a phased implementation for majority of operators (some of whom have already implemented the new way of working)

Previous legislation (community customs code) meant companies were allowed to move/export? Goods to UK Continental shelf via a simplified process using ships manifest only.

On go live date all goods moving to and from the UK Continental Shelf will be considered Imports and Exports and as a result will require a customs import and export declaration submitted electronically to HMRC via HMRC system

In order to comply with applicable laws and regulations governing the movement of products, EnQuest is required to define the following customs data in our systems.

<b><u>MUST HAVE:</u></b>		
1.	HTS_____	X
2.	Country of Origin_____	X
3.	Value_____	X
4.	Export Classification Number__	X
5.	<b>Weight (net and gross)</b> _____	X

#### Expectations

- Data Request to supplier for customs data relating to each item we purchase
- If supplier confirms they do not manufacture the parts and so do not have the information, request for them to contact the manufacturer for the required information. EnQuest will rely on supplier with whom PO is placed with to obtain this
- If supplier is still unsure refer to the definitions provided in this document it should be clear this information is necessary to export products offshore. *Delivery should be avoided if this information is missing.*

EnQuest as the exporter of record for movements to the UK Continental Shelf, is responsible for the accuracy of all information declared on our shipping documents (manifest), including information for 3<sup>rd</sup> party purchased items. In order to ensure the accuracy of the customs data, this handout outlines the definitions of each element of trade data required and how to seek further information.

**IMPORTANT NOTE: If any of these 5 x data elements are missing from the booking form it can result in a delays in shipping offshore and additional costs as well potential actions (including fines and penalties) from customs authorities.**

### 3.2 Harmonized Tariff System (HTS/ HS/ Tariff/ HTC/ CN/ Combined Nomenclature)

“Harmonized System” relates to the coding system developed by the World Customs Organization and used by more than 190 countries to define what duty a product is liable for as well as government

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statistics, to determine if product is admissible into the country or if a product qualifies for a free trade agreement. There are 21 sections across 99 chapters and hundreds of thousands of potential HTS codes available.

The first 6 x digits should be universal in every country and the last 4 x digits specifically defined per country. Structure and example shown below:

Chapter    Heading    Sub-heading    Statistical classification  
Part of Valve {84} {81} . {90}. {0090}

**\*\*\*EnQuest will require a full 10 x digit HTS from suppliers\*\*\***

All imports or exports must be declared to customs (HMRC) using an HTS

To classify a product with a HTS You must be able to answer the following -

- What is it?
- How is it used?
- What is it made of?
- Will it be further machined?
- Does it have moving parts?
- If it is a “part of” another product provide detailed description of the item is it a part of?
- Reference to the technical info/spec/brochure/ drawing may also be required.

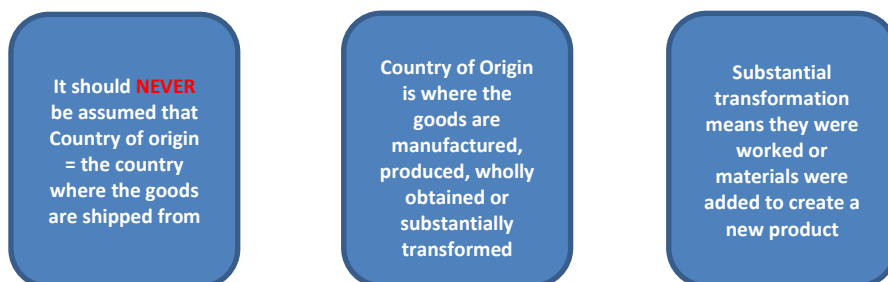
The general rules of interpretation can also be followed. There are 6 General Rules, which must be applied in consecutive order:

1. GRI 1 prescribes how to classify products at the 4-digit Heading level, based on the wording of the headings and the relative HS Section and Chapter Notes.
2. GRI 2 prescribes how to classify both incomplete and unassembled goods, and mixtures and combinations of goods.
3. GRI 3 prescribes how to classify products that are, prima facie, and classifiable under two different HS headings.
4. GRI 4 prescribes how to classify products that cannot be classified according to GRI's 1, 2, and 3.
5. GRI 5 prescribes how to classify packaging.
6. GRI 6 prescribes how to classify products at the 6-digit subheading level, based on the wording of the subheadings and the relative HS Section and Chapter Notes

Further information relating to finding commodity codes in the UK can be found on the following links:  
<https://www.gov.uk/guidance/finding-commodity-codes-for-imports-or-exports>

[Online UK Trade Tariff tool.](#)

### 3.3 Country of Origin (COO)



The country of origin information is a mandatory data element to be included on the customs



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declaration and it must be clearly shown against each line item on the booking form accompanying the goods.

Furthermore the origin shown on the booking form must match what is marked/ etched/ labelled on the physical product (*if applicable*)

In today's global market, it is very common for goods to be processed in multiple countries using materials from both domestic and foreign sources. To determine a single country from which goods originate, you should review the Rules of Origin. For more information on this please refer to the following link:

<https://www.gov.uk/guidance/rules-of-origin>

### 3.4 Value of Goods (For Customs Purposes)

Imported goods must be properly valued, and such value must be declared to customs authorities. The value of goods is important primarily because it is associated with customs duty.

Most commonly the value declared upon importation is the price paid (or payable), essentially the amount paid as per the purchase order. However, we understand that items may be shipped offshore that are not subject to sale and as such there is no 'price paid'. Examples are free issued equipment needed for a 3<sup>rd</sup> party service EnQuest are paying for, loan equipment and rentals. In these instances, a "**fair market value**" should be used instead.

Customs authorities have mutually agreed methodologies to ascertain the value to be used where there is no sale. HMRC provides further advice on the 6 x valuation methods available as follows:

	Calculate on the basis of...	Try the next method if...
Method 1	the transaction value - the price payable to the seller	there has been no sale of goods
Method 2	the customs value of identical goods, produced in the same country as your imports	there are no identical goods
Method 3	the customs value of similar goods, which must be: produced in the same country, able to carry out the same tasks and commercially interchangeable	there are no similar goods
Method 4	the selling price of the goods (or identical or similar goods) in the EU	there are no EU sales of the goods
Method 5	the production cost of the goods, including the cost of any materials, manufacturing and any other processing used in production	this production cost information is unavailable
Method 6	reasonably adapting one of the previous methods to fit unusual circumstances	N/A

<https://www.gov.uk/guidance/how-to-value-your-imports-for-customs-duty-and-trade-statistics#declaring-an-import-value>

**IMPORTANT NOTE: YOU SHOULD NEVER USE A VALUE OF ZERO OR NOMINAL ARBITRARY (e.g. 0.01) VALUES**

### 3.5 Export Classification Number (ECN/ ECCN/ Export Control Number/ Strategic Control Item)

EnQuest (if acting as exporter for shipping offshore to UKCS<sup>\*\*\*</sup>) is obliged to know the ECN of the product they are exporting. An ECN indicates whether or not a product will fall under certain export control requirements.

The export classification number (ECN) is required to determine the license requirements on dual use exports of hardware, software and technology. The ECN is typically an alpha-numeric code that describes a particular item. Dual use refers to items with commercial applications that could also be used for military purposes.

▪ **Civilian Use Items “Only”**

- Goods which are not controlled
- Classified EAR99 / NOCLASS / NLR and no license required for export



▪ **Dual Use items**

- May be used for civilian or military use
- encryption in software or hardware



▪ **Military Goods**

- Always requires extensive licensing



Example of an ECN for controlled valve as follows:

All concerned items are identified and assigned an alphanumeric code, the ECCN (Export Control Code Number).

**2B350**

Category	Group	Regime Origin	Entry Code
0 to 9	Letter	0 to 4	Numeric

**Commerce Control List (CCL) Categories**

- 0 = Nuclear materials, facilities and equipment (and miscellaneous items)
- 1 = Materials, Chemicals, Microorganisms and Toxins
- 2 = Materials Processing
- 3 = Electronics
- 4 = Computers
- 5 = Telecommunications and Information Security
- 6 = Sensors and Lasers
- 7 = Navigation and Avionics
- 8 = Marine
- 9 = Propulsion Systems, Space Vehicles, and Related Equipment

**Five Product Groups**

- A. Systems, Equipment and Components
- B. Test, Inspection and Production Equipment
- C. Material
- D. Software
- E. Technology

**Regime Origin**

- 0 – Wassenaar Arrangement
- 1 – Missile Technology Control Regime
- 2 – Nuclear Suppliers Group
- 3 – Australia Group
- 4 – Chemical Weapons Convention & Individual entry code

Export controls are not unique to the UK. All countries should have some form of an export control policy. The UK has a control system based on EU and national legislation. There are three key EU/UK export control lists and these cover Goods, Software and Technology

- EU Dual-Use List (Annexes I & IV to the EU Regulation 428/2009)
- The UK Dual-Use List (Schedule 3 to UK Export Control Order 2008)
- UK Military List (Schedule 2 to UK Export Control Order 2008)

**Why export controls?**

The export of strategic goods and technology is the specific remit of the Export Control Joint Unit (ECJU). Exports are controlled for various reasons, including:

- concerns about internal repression, regional instability or other human rights violations
- concerns about the development of weapons of mass destruction

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- foreign policy and international treaty commitments including as a result of the imposition of EU or United Nations trade sanctions or arms embargoes
- national and collective security of the UK and its allies

The following checklist outlines the broad categories of goods which are likely to be controlled:

- most items that have been specially designed or modified for military use and their components
- dual-use items - those that can be used for civil or military purposes - which meet certain specified technical standards and some of their components
- associated technology and software
- goods that might be used for torture
- radioactive sources

If supplier provides a code or term other than an ECN, for example, ITAR or NRC, customs contact should immediately be informed as this would indicate parts that are defence-related or radioactive materials that fall under specific directives.

For further advice:

- You can contact the Helpline on 020 7215 4594 or by email on [eco.help@trade.gov.uk](mailto:eco.help@trade.gov.uk)
- [https://www.ecochecker.trade.gov.uk/spirefox5live/fox/spire/OGEL\\_GOODS\\_CHECKER\\_LANDING\\_PAGE/newRe](https://www.ecochecker.trade.gov.uk/spirefox5live/fox/spire/OGEL_GOODS_CHECKER_LANDING_PAGE/newRe)
- [UK Strategic Export Control Lists](#)

**\*\*\*As a reminder EnQuest will not act as exporter of record for items we do not own ie rentals. In the event of dual use rentals the service company should be responsible for export license.**

## 4.0 Accounts Payable

### 4.1 EQ Supplier Invoicing Guidelines

<p><b>Invoice Submission</b></p> <ul style="list-style-type: none"> <li>• Only raise and submit your invoice once you have successfully delivered the good/service (unless partial/milestone invoices have been agreed)</li> <li>• Failure to follow EQ’s invoicing guidelines will result in delays in invoice processing and payment. The responsibility falls on you as a Supplier to comply with our requirements.</li> <li>• Invoices and credit notes should be sent via email:             <ul style="list-style-type: none"> <li>✓ For material and service invoices – <a href="mailto:accounts-invoices@enquest.com">accounts-invoices@enquest.com</a></li> <li>✓ For HR-related invoices – <a href="mailto:accounts-hr@enquest.com">accounts-hr@enquest.com</a></li> </ul> </li> <li>• Invoices sent by post (Royal Mail) or via an EnQuest employee will NOT be processed.</li> <li>• Invoices and relevant supporting documents such as proof of delivery, any third party invoices related to expenses and milestone certificates are required to be emailed as a single file in PDF format with a maximum size of 10 MB. (ZIP files <b>NOT</b> accepted)</li> <li>• All documents should be clear and readable</li> <li>• We require one invoice per email with the invoice number in the subject line.</li> </ul>	<p><b>Credit Notes</b></p> <ul style="list-style-type: none"> <li>• Related invoice/purchase order should be quoted on credit note.</li> <li>• Do not issue partial credit notes against rejected invoices.</li> </ul>
<p><b>A valid invoice must include the following details:</b></p> <ul style="list-style-type: none"> <li>• Bill To: EnQuest Heather Limited</li> <li>• Supplier Name, Supplier VAT Registration No. Supplier Address and Contact Details, Bank Details (Swift and IBAN in case of foreign payments), remit-to address</li> <li>• Unique invoice number and invoice date</li> <li>• Enquest Purchase Order number (with sufficient funds), line item number and line item description</li> <li>• A description and price amount (excluding tax) for each individual charge</li> <li>• The invoice currency must match the currency on the Purchase Order</li> <li>• Unit of measure (in the same UOM as the PO) and unit price (in the same currency as the PO)</li> <li>• Price amounts that match the line item amounts listed in the Purchase Order</li> <li>• Invoice subtotal amount (pre-tax)</li> <li>• Total invoice amount (subtotal amount + tax amount)</li> <li>• Tax conversion if the currency is <b>NOT</b> GBP</li> <li>• EQ Business Contact name</li> </ul>	<p><b>Purchase Order</b></p> <ul style="list-style-type: none"> <li>• If you don’t have a valid PO number (PXXXXXX) or your PO does not have enough funds to cover the amount of your invoice, please contact your EnQuest Buyer/Contact prior to submitting your invoice to avoid delays in processing.</li> <li>• Commence work or deliver the goods only after receiving a valid PO</li> <li>• Please ensure ALL changes to the PO (e.g. price, quantity) are agreed with your EnQuest Buyer/Contact prior to invoice submission.</li> </ul>
<p><b>Rejected Invoices</b></p> <ul style="list-style-type: none"> <li>• If due to Insufficient PO and Price Mismatch, always contact the Buyer to request for PO uplift or amendment. Invoice should only be resubmitted once revised or when new PO is received.</li> <li>• If due to any other reasons, always refer to the rejection email for instructions.</li> </ul> <p>Note: Payment terms begin upon receipt of resubmitted invoice.</p>	<p><b>Payment Terms</b></p> <ul style="list-style-type: none"> <li>• Our method of payment is electronic (BACS and CHAPS)</li> <li>• Standard payment terms are 30 days from receipt of a valid invoice and all required documentation unless otherwise specified in the contract.</li> <li>• Funds will be transferred to your account within 3 working days after the date of remittance advice.</li> </ul>
<p><b>Contact Information</b></p> <p>Send an email to <a href="mailto:accounts-queries@enquest.com">accounts-queries@enquest.com</a></p> <ul style="list-style-type: none"> <li>• For payment status and issues/ statements of account</li> <li>• For changes to a vendor account, including company address, remittance email address and banking information</li> </ul>	

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**4.2 Sample of a Perfect Invoice**

Company name xxx

Address 1 xxx  
Address 2 xxx  
Address 3 xxx

Phone number xxx

**INVOICE**

**DATE:** 23/06/15  
**INVOICE #** 1007  
**VAT #** GB XXX XXXX XX  
**ASSOCIATION #** XXXXXXXX

**Bill To:** EnQuest Britain Limited  
Level 5, Consort House  
Stell Road  
Aberdeen  
AB11 5QR

**Ship To:** ASCO UK Ltd.  
South Base, Shed 3  
Peterhead Offshore Supply Base  
Peterhead  
AB42 2PF

**Comments or Special Instructions:**

SALESPERSON	PO NUMBER	QUOTE NUMBER	SHIP DATE	F.O.B. POINT	TERMS
	P125486		June 21, 2015		30 days

PO LINE	QUANTITY	DESCRIPTION	UOM	UNIT PRICE	AMOUNT
1	14	Sledgehammer	Each	£ xxx	£ xxx
2	10	Foam Bricks	Box	£ xxx	£ xxx
6	7	Retractable tape measure	Each	£ xxx	£ xxx
10	1	Carriage	Lumpsum	£ xxx	£ xxx

**Bank Details:**

Bank name xxx  
Bank address xxx  
Account number xxx  
Sort code xxx  
IBAN xxx  
Swift code xxx

SUBTOTAL	£ 1,453.00
SHIPPING & HANDLING	
VAT	20.00%
SALES TAX	290.60
<b>TOTAL GBP</b>	<b>£ 1,743.60</b>

If you have any questions concerning this invoice, contact xxx

**THANK YOU FOR YOUR BUSINESS!**

## 5.0 Business Ethics

EnQuest requires that all suppliers act in a diligent and proper manner to ensure that EnQuest's interests are never conflicted with any action made by a supplier.

Suppliers must make all efforts to ensure that this includes, but is not limited to, a series of measures which are in place to ensure that their personnel do not give or receive payments, gifts, loans or any other types of inducements for any purpose, from any other company, firm, corporation or other body in connection with the supplier's performance of the work for EnQuest.

Supplier must ensure that

- 1.) they comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010
- 2.) they do not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK
- 3.) they comply with the EnQuest code of conduct, attached hereto and ensure that this compliance extends to all personnel
- 4.) policies and procedures that are including, but not limited to, compliant with the Bribery Act 2010

## 6.0 EnQuest Code of Conduct

At EnQuest, we are committed to operate in full compliance with all applicable laws and regulations and uphold the highest professional and ethical standards in every aspect of our business.

Our Code of Conduct outlines ethical behavior standards for employees and partners in our business activities. Employees, contractors and suppliers are expected to follow this Code and promptly report any actual or suspected violations to the legal department or General Counsel.

If you are doing or seeking to do business with us, please refer to EnQuest Code of Conduct published on our website (<https://www.enquest.com/corporate-responsibility/business-conduct>) for further guidance.