# SUPPLIER MANAGEMENT MANUAL

#### **OBJECT**

The objective of this management manual is to provide our suppliers with a document that includes the characteristics of the supplies and the necessary requirements to be able to be a supplier for **Thyssenkrupp Plastic Ibérica, SLU.** 

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## 1. COMMITMENT TO EXCELLENCE

The management of thyssenkrupp Plastic Ibérica (hereinafter "tkpi") establishes as a company policy its commitment as a company to the quality of the services provided to its Clients, as well as its commitment to the quality in Energy and Environmental Management in the development of its activity and the commitment to the quality with its Workers, thus guaranteeing their Safety and Health.

In this line, thyssenkrupp Plastic Ibérica expects that:

- The philosophy of all our suppliers is one of absolute commitment to quality, including concrete action plans
- Our suppliers meet our expectations and requirements, maintaining supplies without incidents and responding appropriately to any incident or claim that may occur.

For this reason, and to make our suppliers reach our requirements in relation to their supplies, we inform you of the following document.

JUAN ANTONIO SOLER MORENO CEO General Manager



## 2. GENERAL PURCHASE CONDITIONS OF tkpi.

- The material served will be accompanied by:
  - Delivery note indicating order number by tkpi.
  - Quality certificate corresponding to the batch of material served, in the event that the supplier has been obliged to do so or is expressly required by our company.
- Make deliveries of materials, within the usual reception hours of tkpi: 7am to 2pm.
- Include the number of our order on the invoices.
- Whenever possible, the packaging will be the original and sealed by the manufacturer. In any case, the correct packaging of the supplied material is the responsibility of the supplier.
- The packages must contain an identifying label with the reference and the batch or the date of manufacture of the material served.
- The responsibility for the damages that may occur in the transport to tkpi, is the responsibility of the supplier (depending on the incoterm).
- Do not serve any expired raw materials.

## 3. SUPPLIER QUALITY MANAGEMENT SYSTEM

One of the main objectives of the procurement process is to obtain supplies in accordance with the defined specifications. For this reason, tkpi has a Supplier Management System, detailed in this manual.

Each company is responsible for defining the requirements that its suppliers and their supplies must meet in order for them to be accepted.

### 3.1- Supply requirements.

Depending on the nature of each product, tkpi defines the specifications that it must meet and/or tests, inspections and/or verifications that must be submitted for acceptance prior to the start of supply.

In this section we can include documentation of acceptance of initial samples, control plans, technical documentation (technical sheet and/or safety sheets, if applicable) or evidence of the verification of the production process (analysis bulletins, etc ...).

It is the supplier's responsibility to communicate any change in any of its processes (production, design, packaging, component suppliers, etc...) that may influence the quality of the product or service supplied to tkpi.

### 3.2.- Visits and Audits.

Additionally, all suppliers must allow and facilitate the performance of audits by tkpi, when necessary...

#### 3.3- Supplier classification and approval.

One of the main objectives of thyssenkrupp Plastic Iberica is continuous improvement in order to offer our customers the best products and service together with the best customer service, therefore we follow the guidelines of ISO 9001: 2015.

The commitment and collaboration of all the parties involved and the support and participation of

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our suppliers is essential to achieve this objective.

For this reason and in compliance with current regulation, our Company will evaluate and select the suppliers based on their ability to comply with the commercial commitments established with thyssenkrupp Plastic Iberica, based on the following criteria.

Our suppliers will be classified based on:

- Billing
- Number of claims

The <u>Approval</u> of each supplier will be carried out individually, being assessed by an interdisciplinary team from Thyssenkrupp, not only responding to a numerical data or score.

Professionals from different areas of the Company will carry out an annual Approval control to assess whether our suppliers continue to comply with the minimum conditions established by thyssenkrupp Plastic Ibérica, with the aim of guaranteeing the quality of service, without losing sight of the needs and expectations of our customers.

If after the approval evaluation, is considered that the supplier is not satisfactory, the company may dispense with their services.

The evaluation process begins with some initial criteria (Approval) and will be reviewed through an annual evaluation (re-approval), based on a classification according to the type of supplier.

### 1- Criteria Initial purchases

### Criteria for creditors (services)

- They become "ELIGIBLE" as long as an agreement had been reached to start the relationship (invoice signed)
- FM01-PR06 Supplier Registration Form (MANDATORY)
- Code of conduct/ethics (OPTIONAL)

#### Criteria for raw material/material suppliers:

- Technical data sheet (MANDATORY, al long as the supplier of material and equipment is related to the production process)
- FM01-PR06 Supplier Registration Form (MANDATORY)
- Sample (OPTIONAL)
- ISO 9001 Certificate (OPTIONAL)
- Code of Conduct/Ethics (OPTIONAL, except for suppliers outside the European Union and those above the criticality risk threshold in the risk map, for whom it will be MANDATORY)
- FSC/PEFC Certificate (Mandatory only FSC/PEFC suppliers)
- Annex V Supplier Management Manual (MANDATORY only PEFC suppliers)
- Economic negotiations

If the requirement defined as "Mandatory" is not met, the evaluation does not proceed and the supplier is rated as "Not Eligible"

For suppliers accepted as "Eligible", a continuous evaluation will be carried out by the purchasing department (CM) and the Supplier Responsible Manager (DCO) based on the following concepts:

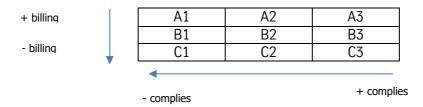


### 2- Annual Re-Homologation (periodically).

<u>Classification</u>: The supplier classification (creditors are not classified by letter) is carried out taking into account the following tables:

### Classification criteria (letter):

TYPES	ANNUAL BILLING €	
A	> € 500,000	
В	<500,000	
	> 100,000	
C	<100,000	



### Classification criteria (number):

NUMBER OF CLAIMS A	В	C
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Numerical Conv	ersions/	
Number of claims (per year)	0-5 = 1	6-12 = 2 > 12 = 3

As a reference, the following criteria will be considered for classify suppliers:

All (A, B, C) will be classified from the beginning in band 2. They will become:

- 3: when the score of the homologation criterion is higher than 2,
- 1: when the score of the homologation criterion is equal or lower than 2

**<u>Homologation</u>**: Once the billing and number of claims is defined and therefore having been classified the following are homologated:

- a) As Elegible those who are in groups 1 and 2, that is, they have had 12 or less than 12 claims per year.
- b) As "Not Elegible" those who are in group 3, that is, they have had more than 12 claims per year.

The decision of <u>homologate</u> or not, it will not depend only on a numerical data, but on a study of each supplier carried out by:

- a) For those classified as B and C: by the purchasing department (CM),
- b) For those classified as A: by the consensus between Purchasing (CM), Supplier Responsible Director (DCO / CEO)

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### **Exceptional cases:**

- **CEO Approved Strategic Supplier**: If the CEO considers it appropriate for strategic, cost, logistics or other reasons for a supplier to belong to the list of suppliers without complying with any of the previous sections, it will be classified as a Eliqible supplier.
- **FSC-PEFC** supplier: For each and every FSC-PEFC supplier an annual periodic re-assessment shall be carried out in order to verify that the suppliers continue to be certified against the latest version of the Chain of Custody standards implemented in the organization. For some cases in PEFC, it will be necessary on an extraordinary basis to re-run the certification questionnaire in cases, for example, where the type of product supplied by the supplier or the information previously provided by the supplier is changed.

<u>Information</u>: All suppliers will be informed of the company's annual homologation and rehomologation system, through a supplier information document, as well as the **result** of their **evaluation** to those:

- 1- NOT ELIGIBLE
- 2- Classified in level 3

Those of level 3 must present an action plan to improve the deficiencies detected and be able to be classified as a supplier "1" or "2".

**<u>Decision</u>**: Providers rated "3" are candidates for removal from the Eligible Provider List. The purchasing department (CM) together with the Management Systems Department (DSG) and the Supplier Responsible Director (DCO / CEO) may take the following actions:

- Remove the provider from the Eligible list.
- Start search for an alternative provider.
- Ask the supplier to present an action plan with a short-term commitment to improvement.
- Carrying out audits.

#### 3.4.- Corrective actions

All suppliers must have a corrective action procedure that responds to any claim submitted by **tkpi**.

Failure to correct claims or lack of response may cause the supplier to no longer qualify as Eligible.

### 3.5.- Packaging and labeling instructions

The packaging system used by the supplier must ensure the integrity of the material during transport and its subsequent storage and distribution to the point of use. The design of the packaging system and the quality of the delivered material are the responsibility of the supplier.

Each container, coil, pallet, box or package of material delivered must be identified by a barcode label and/or batch or date of manufacture, and It must be accompanied by a delivery note indicating the reference, quantity, order number and batch number or date of manufacture.

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### 4. ADDITIONAL INFORMATION

## 4.1 OUR UNDERSTANDING OF SUSTAINABILITY IN SUPPLIER MANAGEMENT

## Code of conduct for thyssenkrupp Suppliers 4.1 («SCoC»)

thyssenkrupp is an international corporate group that encompasses a diversified range of industrial and technology businesses. Under the thyssenkrupp umbrella brand, the group creates long-term value with innovative products, technologies and services and contributes to a better life for future generations. Sustainability is an integral part of our corporate strategy.

In order to manufacture and provide our products and service solutions, we source raw materials, goods and services globally and expect our suppliers to meet the highest standards of sustainability, both at their own companies and within their local and global supply chains. In this context, we place a special focus on continuously improving working conditions, protecting human rights and the environment, as well as fair conduct and sustainable business practices within the supply chain. Another focus of our sustainability activities is reducing carbon emissions along the entire product life cycle, from development and production to recycling. We have laid down the standards we demand of ourselves in terms of fairness, integrity and sustainability in the thyssenkrupp Code of Conduct.

We have tightly integrated responsible business practices into our procurement processes. Contract award decisions are made not only in accordance with legal, financial, technical, and procedural criteria, but also on the basis of social, environmental and ethical criteria. That is why sustainability plays an important role at thyssenkrupp in our collaboration with suppliers. The thyssenkrupp Supplier Code of Conduct (SCoC) addresses our expectations of suppliers and their subcontractors on the basis of legal requirements, comparable regulations in other countries, international agreements and principles and our own sustainability standards. The SCoC will be refined and updated by thyssenkrupp as soon as any new material sustainability requirements make this necessary.

thyssenkrupp expects its suppliers and their subcontractors to implement appropriate measures to ensure compliance with the following principles and requirements (hereinafter referred to as "expectations") in all of their business activities and supply chains

### General Expectation: Compliance with Applicable Laws and International Regulations

- Compliance with all applicable laws, regulations, and standards in the countries in which suppliers operate or are located;
- Compliance with the principles of the United Nations Global Compact; the United Nations International Bill of Human Rights; the International Covenants on Civil and Political Rights and on Economic, Social and Cultural Rights; and the core labor standards promulgated by the International Labor Organization (ILO);
- Compliance with the Paris Climate Accords, the Stockholm Convention on Persistent Organic Pollutants, the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal and the Minamata Convention on Mercury;
- Compliance with United Nations (UN) and Organisation for Economic Co-operation and Development (OECD) anti-corruption conventions and relevant anti-bribery laws, including those dealing with bribery abroad.

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### **Human Rights-Related Expectations Including Employee Rights:**

- Child labor: Compliance with the prohibition and refraining from the use of any kind of child labor in accordance with the ILO core labor standards;
- **Discrimination:** Creation of a working environment that is free of any and all forms of discrimination. No employee may be disadvantaged, favored, or harassed on the basis of characteristics such as gender, skin color, religion, nationality, political or other convictions, ethnic origin, disability, age, sexual orientation and identity, or other characteristics;
- **Forced labor:** Rejection of any form of forced or compulsory labor, slavery, or human trafficking. Employees must be free to part from their employer in compliance with any statutory notice periods;
- **Right to organize:** Respect for the rights of employees to form employee representation bodies and to strike and bargain collectively;
- Compensation and working hours: Compliance with the respective applicable national laws on working hours, compensation, minimum wages, and social benefits. If there is no national legal regulation governing working hours, the international standards of the ILO apply;
- External personnel: Suppliers using external personnel, e.g., security personnel, adhere to the applicable national laws governing contractual and labor relations, irrespective of the type of contract (e.g. contract for work and labor or temporary employment). External personnel must be appropriately informed and monitored, particularly with regard to human rights risks such as occupational health and safety, inhumane treatment, and potential loss of life, bodily harm and injury or illness;
- Occupational health and safety: Establishment and application of appropriate occupational health
  and safety management (e.g., in accordance with ISO 45001) to best prevent accidents and workrelated illnesses. This includes identifying, assessing, and reducing actual and potential accident
  and health risks, documenting and investigating incidents, training and briefing employees in a
  form they can understand, providing appropriate work tools and protective equipment and taking
  appropriate emergency preparedness and response measures;
- Expression of opinion, personal rights, and privacy: Protection of the right to freedom of expression, personal rights, and employee privacy;
- Conflict minerals and high-risk raw materials: Perform due diligence to promote responsible raw material supply chains to protect human rights in conflict regions. Suppliers must only source conflict-free minerals, particularly tin, tantalum, tungsten, gold, their ores and metals alloyed with conflict raw materials. In the event that a product contains one or more of these conflict minerals or high-risk raw materials, such as cobalt, the supplier must be able to ensure transparency on request about the origin of the material in the supply chain up to the smelting works. Smelting works without an adequate and audited due diligence process should be disqualified;
- Not causing harmful soil contamination, water pollution, air pollution, harmful noise emissions, or excessive water consumption, that is capable of (i) substantially degrading the natural basis for the preservation and production of food, (ii) depriving an individual of access to safe water, (iii) impeding or destroying an individual's access to sanitary facilities, or (iv) harming an individual's health;
- No unlawful appropriation of land, forests, and waters, the use of which sustains an individual's livelihood



### **Environmental Expectations Including Climate Change Mitigation:**

- Establishment and application of an appropriate environmental and energy management system;
- Efficient and responsible use of resources such as energy, water and raw materials to protect biodiversity;
- Use of technologies to prevent and reduce waste, greenhouse gas emissions, wastewater pollution and pollutant emissions;
- Promotion of the reuse of raw materials;
- No violation of environmental obligations due to (i) the use of mercury and mercury compounds in products/manufacturing processes and through the treatment of mercury waste, (ii) the use and disposal of persistent organic pollutants and the collection, storage, and disposal of resulting wastes, or (iii) the transboundary shipment of hazardous wastes and their disposal:
- Transparency with regard to greenhouse gas emissions in the company's own and upstream activities;
- Effective action in line with the Paris Climate Accords to reduce direct and indirect carbon emissions, including working on continuous improvements, increasing the use of renewable energy and alternative energy sources and setting a science based emissions reduction target.

### **Expectations of Integrity in the Business Environment:**

• **Prohibition of corruption:** Rejection of any form of corruption, theft, embezzlement, fraud, or extortion. Zero tolerance for illegal payments or the granting of other benefits to an individual, company, or public official for the purpose of influencing decision-making processes;

**Prohibition of bribery:** Rejection of any form of bribery. No granting or acceptance of bribes, kickbacks, or other illegal payments, incentives, favors, or other benefits or gifts of value for the purpose of exploiting business opportunities, accelerating or facilitating an official act (bribes or acceleration payments), or in any connection with the business activities of thyssenkrupp companies:

**Invitations and gifts:** No attempts to influence business contacts, customers, or public officials through invitations or gifts. No demanding inappropriate benefits from thyssenkrupp employees. Invitations and gifts to thyssenkrupp employees or related individuals are only permissible if the occasion and extent are appropriate, i.e., they are of low value and can be regarded as an expression of generally accepted local business practice;

**Conflicts of interest:** Decisions related to business activities with thyssenkrupp are made exclusively based on objective criteria. Conflicts of interest with private interests or other business or other activities, including those of relatives or otherwise associated individuals or organizations, must be avoided from the outset;

- Antitrust and competition law: Fair conduct in competition, no involvement in agreements in violation of antitrust law, no abuse of a dominant market position, and no involvement in other anticompetitive business practices;
- Data protection/privacy and information security: Compliance with all applicable privacy/data protection laws; comprehensive protection of personal data, and no processing of personal data without legal authorization; appropriate management of the supplier's information systems containing thyssenkrupp's confidential information or data and their adequate technical protection against unauthorized access;
- Money laundering and terrorist financing: Compliance with applicable legal requirements to

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prevent money laundering and terrorist financing, neither direct nor indirect involvement in corresponding activities;

• Foreign trade law: Compliance with the respective applicable international and national regulations of foreign trade law, in particular export control and embargo regulations, and no engaging in legally inadmissible business activities with sanctioned individuals, companies, or organizations

## **Verifying the Fulfillment of the Aforementioned Expectations**

As part of our risk management activities, we regularly audit our suppliers to determine whether and what potential sustainability risks they may pose, particularly with regard to human rights and environmental protection, and base the risk rating assigned to our suppliers and the resulting measures to mitigate and eliminate any risks identified on the results of this audit ("thyssenkrupp due diligence process"). To ensure that the aforementioned expectations of our suppliers and their supply chains under the terms of the current thyssenkrupp Supplier Code of Conduct are consistently met, we expect our suppliers to establish appropriate management systems and business processes and to cooperate in minimizing or ending any violations of our expectations. For this reason, thyssenkrupp emphasizes the use of suitable effective measures such as audits and self-assessment questionnaires to verify compliance with our expectations.

In the event that there is any suspicion of noncompliance with our expectations (e.g., due to negative media reports or other indications), we want our supplier to inform us immediately of its findings and to provide information in response to our inquiries. We also want our supplier to identify the underlying causes of any failure to meet our expectations and to take prompt corrective action.

If the supplier demonstrably fails to meet the expectations laid down in this Supplier Code of Conduct, or fails to strive for and implement improvement measures, or fails to take corrective action within a reasonable period specified by thyssenkrupp, thyssenkrupp reserves the right to terminate individual or all contractual relationships

#### Reporting of potential misconduct

**THYSSENKRUPP PLASTIC IBÉRICA SLU** makes available to interested parties, in compliance and under the protection of Law 2/2023, a **communication channel** for receiving information related to:

- actions or omissions that may constitute a serious or very serious criminal or administrative offense.
- actions or omissions that may constitute infringements of European Union Law, according to the provisions of art. 2.1.a).
- violations of labor law regarding occupational health and safety.

Also enabled is the **communication channel** to receive information that involves a breach of current legal regulations, as well as to receive any questions, complaints, or suggestions regarding Compliance.

The communications made will be received and processed by the Responsible Body of the Channel (Compliance Body and Equality Commission - Compliance Officer Role) and by the Governing Body (Sole Administrator) of **THYSSENKRUPP PLASTIC IBÉRICA SLU** 

If you consider that any of the persons who will receive your complaint (Responsible Body of the Channel or Governing Body) is a participant or is involved in the events reported, you may block communication to said body, leaving it out of the processing and research.

**THYSSENKRUPP PLASTIC IBÉRICA SLU** expressly prohibits acts constituting retaliation, including threats of retaliation and attempted retaliation against persons who submit a communication in accordance with the provisions of the Law.



Maximum confidentiality<sup>(\*)</sup> and anonymity are guaranteed in the investigation processes of the information received and its treatment with objectivity, impartiality and transparency, subjecting itself to the regulations on the protection of personal data and complying with Law 2/2023, of February 20, regulating the protection of people who report regulatory infractions and the fight against corruption and Directive (EU) 2019/1937 of the European Parliament and of the Council of October 23, 2019 on the protection of persons reporting infringements of Union law.

The identity of the informant will in all cases be reserved, it will not be communicated to the people to whom the reported events refer or to unauthorized third parties.

When filling out the forms you must consider the following rules:

- The information provided must be true.
- Communications must be made in good faith.
- Do not share personal data of third parties unrelated to the reported events.
- Do not share personal data included within the special categories of data (health, ideology, union membership, religion, sexual orientation, racial or ethnic beliefs or origin, etc., art. 9 LOPDGDD).

The reporting person who, in bad faith, presents a manifestly unfounded or malicious communication with the intention of causing unjustified harm, may be subject to the adoption of appropriate measures or, where appropriate, communication to the competent authorities for the initiation of those procedures that may have an object.

For more information about the general principles of the information management procedure and the use of the channel, you can access the documents available on our website

Communications can also be made externally through external information channels to the competent authorities and, where appropriate, to the institutions, bodies, or agencies of the European Union.

These channels can be:

- Independent Whistleblower Protection Authority (AAI).
- Before the corresponding authorities or autonomous bodies.
- Fiscal Ministery.
- European Public Prosecutor's Office in case the events affect the financial interests of the European Union.
- State Security Forces and Corps (FFCCSE).
- Competent Anti-Fraud Agency.
- Other competent bodies.

To **make** a complaint or communication and/or to know the status of it: <a href="https://www.bkms-system.net/thyssenkrupp-es">https://www.bkms-system.net/thyssenkrupp-es</a>

(\*) All information received will be treated with absolute confidentiality by a Compliance Officer of thyssenkrupp AG Where required by law, thyssenkrupp expects its suppliers to set up an appropriate whistleblowing system themselves

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## 4.2 PROHIBITED OR RESTRICTED SUBSTANCES. ROHS / REACH

In order to guarantee compliance with European regulations:

- DIRECTIVE 2011/65 / EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of June 8, 2011, on restrictions on the use of certain dangerous substances in electrical and electronic equipment (ROHS).
- REGULATION (CE) no 1907/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of December 18, 2006, relative to the registration, evaluation, authorization and restriction of chemical substances and preparations (REACH).

SCIP is the information database on Substances of interest in articles as such or in complex objects (Products) established under the Waste Framework Directive (WFD).

Companies supplying articles containing Substances of Very High Concern (SEP), included in the Candidate List under the REACH regulation, in a concentration greater than 0.1% weight by weight on the EU market must submit information on these articles to ECHA as of January 5, 2021.

The SCIP database ensures that information on articles containing substances from the Candidate List is available throughout the life cycle of products and materials, including at the waste stage. The information in the database is available to waste operators and consumers.

#### It also:

- aims to reduce hazardous substances in waste
- encourages the substitution of such substances by safer alternatives
- contributes to establishing a better circular economy

The information in the SCIP database helps waste managers to improve waste management practices and encourages the use of waste as resources.

tkpi, complying with the requirement of monitoring its supply chain, requests the supplier's commitment to comply with both regulations.

Therefore, we ask you for information on whether any of the products we purchase contains any SVHC substance of extreme concern according to REACH regulations, in a concentration greater than 0.1%, and if so, please inform us if as a manufacturer you are going to inform the base directly SCIP data from ECHA.

For suppliers outside the European Union, we also request information on whether any of the products we purchase contains any of the substances on the SVCH list according to the REACH regulation, in a concentration greater than 0.1% to treat the information with ECHA, through our group as an importer and distributor within the EU.

For this reason, in order to homologate your material and consume it on a regular basis, it is essential that you send us the DECLARATION OF COMPLIANCE WITH THE ROHS and REACH REGULATIONS contained in the annexes 3 and 4 of this manual, duly signed by the General Director or higher, Responsible of environmental issues or the Responsible of Quality of the company.

Please send your response to maite.latorre@thyssenkrupp-materials.com and daniel.gonzalezivanez@thyssenkrupp-materials.com

You can find more information about REACH in the following link: <a href="http://echa.europa.eu/web/guest/candidate-list-table">http://echa.europa.eu/web/guest/candidate-list-table</a>



## 4.3 CHEMICAL PRODUCTS

The substances and preparations must be packaged, properly labeled and must contain their Technical Sheet and Safety Data Sheet (SDS).

Suppliers of chemical products must inform thyssenkrupp if they make modifications or updates to the components of the products that they commercialize with thyssenkrupp or if they receive this information from their own suppliers, they will make it available to thyssenkrupp without being prompted.

## 4.4 ADDITIONAL AGREEMENTS

thyssenkrupp Plastic Ibérica, SLU reserves the right to request additional agreements from its suppliers such as:

- Specific agreed quality agreements.
- Specific confidentiality agreements.

In this case, thyssenkrupp Plastic Ibérica, SLU will specifically communicate these needs.



# **ANNEXES**



## ANNEX 1 - COMPLIANCE WITH THE SUPPLIER MANAGEMENT MANUAL

SUPPLIER:
Declaration of Compliance:
Through this document, we declare that we have received the Supplier Management Manual from thyssenkrupp Plastic Ibérica, SLU.
In the same way, we declare that we are informed of the requirements of thyssenkrupp Plastic Ibérica, SLU and we state our agreement and commitment.
Name and title (person who signs):
Date and signature:



(page 1-Appendix 2)

## APPENDIX 2 - Thyssenkrupp Supplier Code of Conduct - Agreement with Suppliers (S 2A)

### **Supplier Confirmation**

The SUPPLIER has received and acknowledged the thyssenkrupp Supplier Code of Conduct 4.1 (SCoC). It has understood what thyssenkrupp expects of it, as outlined in said document.

### Supplier's Undertaking

The SUPPLIER hereby undertakes to comply with the expectations of thyssenkrupp, as outlined in the thyssenkrupp Supplier Code of Conduct, and to address these expectations appropriately throughout its supply chain.

## Obligation of the Supplier to Cooperate

- 1. The SUPPLIER undertakes to attend any necessary trainings and professional development programs and when necessary to ensure the attendance of those involved in its supply chain in order to enforce its assurance of compliance with the human rights and environmental expectations stated in the SCoC.
- 2. The SUPPLIER undertakes, at its own expense, to permanently set up appropriate control mechanisms at its company for the purpose of monitoring compliance with the human-rights-related and environmental expectations of thyssenkrupp stated in the SCoC and to disclose such mechanisms to the CUSTOMER on request. The SUPPLIER'S control mechanisms shall also enable inspections of its own subcontractors. Where the CUSTOMER has legitimate doubts about the suitability of the control mechanisms set up by the SUPPLIER, the SUPPLIER agrees to take the measures recommended by the CUSTOMER in order to ensure compliance with the human-rights-related and environmental expectations (improvement measures). The CUSTOMER is entitled to carry out on-site inspections and sustainability audits at the SUPPLIER's premises in order to assess, where necessary, the compliance of the SUPPLIER and its subcontractors with the human-rights related and environmental expectations of thyssenkrupp.
- 3. If a breach of the human-rights-related or environmental expectations of thyssenkrupp is imminent, the SUPPLIER will take appropriate measures to prevent the breach. The SUPPLIER will inform the CUSTOMER of the preventive measures taken and where necessary extend them to incorporate any recommendations of the CUSTOMER.
- 4. The SUPPLIER must immediately end, or at least minimize, any breach of a human-rights-related or environmental expectation that has already occurred; if the breach has occurred within its supply chain, the SUPPLIER will immediately require the RESPONSIBLE PARTY to end the breach or, at the least, significantly minimize the effects of it. The SUPPLIER will inform the CUSTOMER of the taken measures.
- 5. If the SUPPLIER is unable to end the breach in the foreseeable future, the SUPPLIER is obligated to draw up a plan for ending or minimizing the breach including a specific schedule for doing so, to agree upon this plan with the CUSTOMER, and to implement the plan accordingly. The SUPPLIER undertakes to meet the deadlines in the agreed-upon schedule and to provide the CUSTOMER with corresponding proof of implementation. The CUSTOMER is entitled to demand an extension to the plan by the SUPPLIER to include any further measures that are necessary in the opinion of the CUSTOMER; the SUPPLIER is obligated to incorporate these supplementary measures into its plan, insofar as they are appropriate, and to implement them accordingly.

#### **Duty of Care of the SUPPLIER in Respect of Conflict Minerals**

The SUPPLIER must notify the CUSTOMER as soon as it receives information or documentation (e.g., the CMRT or a smelter list) pertaining to conflict minerals from its suppliers and must make this information available without request



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Telephone number +34 674 270 341

(page 2-Appendix 2)

Supplier Details:					
Supplier company name: Address/ email address: Production countries: Name (in block letters):	Country: Place, date:				
Signature:					
Supplier Contcat Person for sustainability Matters:					
Full name:	Function:				
Email address:	Telephone no:				
ame of the thyssenkrupp company and point of contact there (individual responsible for issuing the greement)*					
Name of the thyssenkrupp company: thyssenkrupp Plastic Iberica, S.L.	J				
Address: Frente estación s/n (P.I. L'Estacio)	Country: España				
Lugar, Fecha: Massaflfassar-Valencia Full name of contact person: María Caballero	Function: Soporte Sistemas Gestión				

Email address: maria.caballero@thyssenkrupp-materials.com

<sup>\*</sup> This statement must be handwritten and signed by the duly authorized representatives of both the SUPPLIER and the PRINCIPAL in a number entitled to represent. Also, print the names in block letters

<sup>\*\*</sup> In exceptional cases, an equivalent Code of Conduct of the Supplier can be recognized, after an assessment by thyssenkrupp, who will furnish the supplier with a corresponding confirmation





# **ANNEX 3 - STATEMENT OF COMPLIANCE - REACH** SUPPLIER: \_\_\_\_\_ **Compliance Statement:** This document certifies that all the materials that we supply to thyssenkrupp Plastic Ibérica, SLU comply with: REGULATION (CE) nº 1907/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of December 18, 2006, relative to the registration, evaluation, authorization and restriction of chemical substances and preparations (REACH). Our organization is informed about this regulation and its implications and is evidently committed to legal compliance with the obligations that derive from it. For this reason, all suppliers had been contacted for monitoring and comply with this directive. In this way we will ensure a continuous supply without problems, within the current framework, and maximum cooperation. Monitoring and control are carried out periodically, requesting our suppliers to update the information by consulting the list of SVHC candidate substances in the corresponding Web link. In addition, we also take into account and control the possible presence of substances with restrictions of use, according to the Annex of the REACH Regulation and its modifications. To avoid continuous consultations between suppliers regarding new publications of the SVHC list, we commit to inform of any changes that affect the products supplied to the customers. We certify that none of the articles provided to our customers contains, in more than 0.1% of the weight, substances contained in the List of Candidate Substances of Extreme Concern. We certify that some of the articles provided to our customers contain a concentration greater than 0.1%, and therefore we report directly to the ECHA SCIP database.

Name and title (Name and title (person who signs):\_\_\_\_\_\_

Date and signature:





ANNEX 4 - STATEMENT OF COMPLIANCE - ROHS	
	SUPPLIER:
	Compliance Statement:
	This document certifies that all the materials that we supply to thyssenkrupp Plastic Ibérica, SLU comply with:
	• DIRECTIVE 2011/65 / EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of June 8 2011, on restrictions on the use of certain dangerous substances in electrical and electronic equipment.
	Name and title (person who signs):
	Date and signature:





SUPPLIER:	
	the products you will supply to us will be PEFC certified.
Supplied products (Please indic current PEFC Category Group A	cate the trade name and its associated product group according to the
current Li o category droup A	ppenalxy
FOR PEFC CERTIFIED PRODUCT	S:
List of tree species	
Place of origin	
% Product certification	
Type of material	
Attach a copy of the valid PEFC Any changes regarding the cert	certificate. ification status shall be communicated as soon as possible.

ANNEX 5 - FSC-PEFC SUPPLIER APPROVAL QUESTIONNAIRE.



Signature:

# Please fill in this table if the products you will supply to us will be **FSC** certified.

Products supplied (Indicate the trade name and its associated product group according to the FSC Product Classification document FSC-STD-40-004a V2-1 EN)	
Troduct classification accument received 40 conditions and 40 conditions and 40 conditions are selected as a condition accument received accument received as a condition accument received as a condition accument received a	
FOR FSC CERTIFIED PRODUCTS:	
List of tree species (if known)	
Place of origin (if known)	
TYPE OF DECLARATION (FSC MIX %, FSC MIX CREDIT, FSC 100%)	
Type of material	
Attach a copy of the valid FSC c Any changes regarding the certi	ertificate. fication status shall be communicated as soon as possible.
Name and title (person who signs):	
Date:	