

In accordance with the **Sustainability Global Policy (Health & Safety, Environment & Quality)** and the **Security & information security Global Policy** of companies belonging to a group which parent company is MAXAMCORP HOLDING SL (hereinafter, the “**MAXAM Group**”), including MAXAMCORP INTERNATIONAL S.L. and its affiliates, any company belonging to MAXAM Group (hereinafter the “**Company**”) undertakes to comply with the applicable legislation regarding health & safety, environment, quality and security (hereinafter “**HSEQS**”), including such undertaking activities with significant impact (actual or potential) arising from the activities of any of its suppliers, contractors and subcontractors (hereinafter, the “**Provider**”). With this aim, the Company hereby establishes the following **HSEQS & Sustainability requirements**:

1. Every **Provider**, who supplies products, provide services and/or carries out an activity in any Workplace or site managed by the Company (hereinafter, the “**Workplace**”), is required to comply with these general requirements. The commitment by the **Provider** to ensure compliance with these requirements is an essential condition for its business with the Company. The **Provider** will designate a representative for each contract with the Company who will contact with the Company’s Workplace Occupational health & safety (OHS), environment, quality and security Representative(s) (hereinafter, the “**HSEQS Representative**”).
2. Every **Provider** agrees to develop the contracted tasks viewing to minimize all the appearance of OHS hazards and risks, injuries and professional illnesses, and the occurrence of OHS incidents, as well as complying with the standards notified by the Company to the Provider.
3. The **Provider**, in accordance with the corresponding contract scope, and conditions, must prevent pollution, promote the protection of natural resources, and adopt the necessary measures to ensure the strict compliance with the safety and environment applicable legislation, product quality requirements and other additional instructions which Company could define.
4. The **Provider** shall adopt the preventive measures and management practices related to safety, environment, energy efficiency, quality and security requirements. Fires, wastewater discharge, uncontrolled dumping, and solid waste disposal are strictly forbidden. Access to the facilities and equipment manipulation were applicable must be duly authorized by the Company.
5. Without prejudice to strict compliance with other applicable requirements, especially those expressly included in the Purchase Order, Agreement, or Contract, the **Provider** is committed to comply with the following:

5.1. Supplied goods and use of products.

- Comply with the written technical specifications provided by the Company, applying adequate quality control plans, in accordance with the specified quality requirements provided by the Company or quality agreements entered into with the Company where applicable.
- Provide to the Company with the written technical specifications of supplied or used goods, equipment or facilities, including user manuals and documented information for its safe and proper use.
- Comply with current applicable legislation affecting substances, mixtures, goods or equipment.
- Communicate prior to purchase of intended use of chemical products, substances or mixtures.

- Provide to the Company with updated safety data sheets (hereinafter, the “**SDS**”) of chemicals, substances, mixtures or any other product to acquire, or those substances which the **Provider** intends to use for the service provision, especially those classified as dangerous.
- Recycled materials or recyclable products, packing or packaging will be preferably selected.
- The Products shall be packed, classified and labelled in accordance with applicable laws including the legal requirements in connection with hazardous substances and products, the internationally acceptable industry practice and Specifications or, if none are stated, in such a manner as may be required to withstand transportation, storage and treatment in safe conditions. All packages shall include a clearly visible indication of the cargo content and associated safety rules related to transportation, storage and treatment thereof. The packaging material shall be easily recyclable. No costs for packaging, classification or labelling shall be charged to Company and Company shall have no obligation to return or dispose such packaging materials.
- The **Provider** shall depict any marking requested by the Company on the packaging of any Product and the delivery documents to be delivered therewith. If no explicit instructions are stated by the Company, the packaging and delivery documents shall make provide, at least, for the following details: a Purchase Order number, a delivery place, supplier’s name and manufacturing site, an item code and description, quantity, weight and, if applicable, a lot number, manufacturing date and shelf-life.
- If the Products are capable of causing damage to health or environment, including the Products with hazardous substances in accordance with applicable law, the **Provider** shall communicate the relevant information in writing to Company, indicating the risks associated with the use and application of the Products and the measures to be taken to mitigate such risks and eliminate and control any negative effect.
- The Products shall be accompanied by all related technical documentation and, if necessary, by a full set on delivery documents to clear the Products at the customs in the country of final destination. The technical documentation shall include, at least, the followings: a certificate of conformity with Specifications and safety data sheets, as wells as operating/training and maintenance manuals and technical/material when applicable.

5.2. Energy efficiency and Sustainability

The **Provider** will be partly evaluated on the basis of its energy performance and carbon emissions, thus improvements on energy use and efficiency, minimizing emissions of greenhouse gases, shall be taken into consideration.

- Electrical appliance, lighting, HVAC (heating, ventilating and air conditioning), office equipment and in general any other electrical equipment supplied or used by the Provider shall be labelled with energy efficiency rating according to EU Energy Labeling or equivalent.
- Motors and drives supplied or used by the Provider should have an energy efficiency level “IE2” or above (according to European regulation).
- Electricity supply coming from renewable sources will be preferably selected. Equally fuel or gas supplies with higher heat of combustion and yields will be preferably selected.
- Carbon emission rate for product or service, and carbon emission reduction targets shall be taken into account.

5.2. Quality test & inspections

- In order to meet the specifications, the **Provider** shall monitor the quality of goods or products. The **Provider** shall use a quality assurance system corresponding with or equivalent to ISO 9001 and the **Provider** should allow the Company to make an audit in relation thereto where required.
- The **Provider** shall, at its own account and expense, perform all pre-delivery tests, inspection, examination or validation of the goods or products required in accordance with administrative rules or standards usually applied in the good professional industry practice in order to verify compliance of the goods or products with all agreed specifications. The **Provider** shall provide Company reasonable advance notice of readiness for such testing, inspection, examination or validation and shall permit Company's representatives to be present at and witness such testing, inspection, examination or validation, if so requested by Company.
- The **Provider** shall provide Company with access to its premises and records relating to the manufacture, processing, construction, preparation, completion and delivery of the goods or products at reasonable times upon Company's reasonable advance notice, for the purpose of inspection, examination or validation of such premises and records, as well as all materials and manufacturing processes used in or relating to the goods or products.
- The goods or products shall not be deemed accepted until Company has had reasonable time to inspect and/or test such goods or products following delivery at the final destination. The making or failure to make an inspection, examination or test of, or payment for, or acceptance of, the goods or products shall in no way relieve the **Provider** from its obligation to conform to all requirements of the Agreement and shall in no way impair Company's right to reject or revoke acceptance of the non-conforming good or product, or to avail Company of any other remedies to which Company may be entitled, notwithstanding its knowledge of the non-conformity, its substantiality or the ease of its discovery.
- Company may reject or revoke acceptance of the goods or products for defects or non-conformance revealed by inspection or test or, if such defect or non-conformance is latent and may not be detected upon reasonable inspection, then upon use or further inspection after delivery even though such goods or products may have previously been inspected and accepted.

5.3. Storage and handling of hazardous substances

- Hazardous materials (e.g., flammable or combustible such as fuel, oil, or solvents), used by the **Provider** in its activity and that can produce spills into the Company Workplaces must be stored by the Provider in tanks complying with the regulations in force in each case. These tanks shall be installed in the place indicated by the **HSEQS Representative**, including appropriate devices to prevent accidental leakages.
- If the activity carried out by a **Provider** produces any kind of leak or spill of any liquid or solid hazardous substance, it must be collected by them with the suitable absorbent means. The waste will be properly stored and managed by the **Provider** according to the regulation.
- The gas pressure bottles used by the Provider must be handled with care. They must be set properly in an upright position with a fixed support. Gas bottles will be identified with the type of contained gas according to the current legal regulations.
- If any kind of leak or spillage of liquid, gas or solid hazardous substances occurs the **Provider** will immediately communicate to **HSEQS Representative**, in order to coordinate if necessary, appropriate containment measures and communication plan. When handling, technical instructions contained in the SDS will be followed. Any necessary corrective or restorative action will be solely the **Provider** responsibility.

5.4. Waste management

- The management of waste must be carried out according to applicable legal requirements and with conditions established by the Company Workplaces procedures. Those regarding the waste sorting and proper final disposal need particular consideration. Therefore, the **Provider** which generates hazardous waste must be authorized as a hazardous waste accredited company.
- The **Provider** is responsible for obtaining information about how and where to temporarily store the authorized waste containers, and shall obtain from the Company Workplaces the information on the way and location of the authorized tanks to store temporarily the waste.
- The **Provider** is responsible for informing its employees on the proper handling, storage and management of waste generated in operations in Company Workplaces. Order and tidiness are basic aspects at any work and must be adequately maintained at all times at acceptable levels, including marking and signposting of areas and waste with risk of safety or environmental impact.
- The **Provider** must procure their employees with appropriate containers so that activities are carried out correctly, ensuring proper collection of waste, scrap, rubble and other debris.
- The **Provider** is responsible for ensuring that all generated waste in its activity (rubble, packaging, waste, scrap, and other generated waste in the working area), particularly those classified as hazardous by regulatory provisions, are properly packaged, identified, labeled and stored, complying with applicable legal requirements. Waste resulting from vehicles and machinery maintenance and breakdowns is also included, whenever these operations are carried out at any Company Workplaces.
- Any waste classified as hazardous by the legislation in force, must be managed by an authorized disposal or treatment procedure. The Company is responsible for overseeing that the Provider carries out these tasks properly.
- The Provider is responsible for management of its waste according to legal prescriptions, reporting the procedure to the Company. The Provider must inform and properly document through control, acceptance and/or follow-up documents the final disposal and destination of hazardous waste to the **HSEQS Representative**.

5.5. Wastewater and soil contamination prevention

- Discharge of any wastewater is strictly forbidden, especially for those substances classified as dangerous or harmful for the environment.
- The Provider is responsible for minimizing and control wastewater generation. Wastewater discharge into Company water treatment network can only be fully permitted by written authorization of the **HSEQS Representative**.
- Disposal of any kind of solid material and/or liquid, especially those classified as flammable, toxic and/or dangerous, in sumps, pipes or drains is strictly forbidden. It is also forbidden to accumulate any type of material in the surroundings of places where there is risk of spillage.
- The maintenance of vehicles and/or machinery used by the **Provider** shall be carried out only in the facilities designed and equipped for that purpose. In case of necessity waste must be properly managed.
- In case of soil contamination by the **Provider** activities, it will be responsible for the removal, cleaning, and remediation of the affected area.

5.6. Air emissions and noise prevention

- The **Provider** has to comply with air emissions and noise regulations, as well as to prevent, as much as possible, dust or other substances emissions at any areas managed by the Company (e.g., transport of materials, traffic on temporary roads, construction or earthworks).
- The **Provider** will take special care when the generated dust may contain substances that entail an environmental or safety risk (e.g., asbestos containing materials), taking appropriate measures according to the legislation in force (e.g., wet methods, aspiration nozzles in demolition and drilling).
- The **Provider** must respect the authorized maximum speed of vehicles at the Company Workplaces, and carry out a proper maintenance of thermal engines or mobile equipment. In this regard, the motor vehicles that the **Provider** use in works and services, must comply with current regulation on both combustion gas emission and noise.

5.7. Health & Safety Preventive Measures

The **Provider** guarantees to:

- identify hazards and risk related to the activity or conditions involving the service to be provided, adopting collective protection measures necessary to minimize the risks to which workers are exposed;
- Share with, and/or demand, any relevant information, regarding hazards and risks related with the activity or conditions to the **HSEQS Representative**.

and understands that:

- no task can be done unless all required safety measures have been taken;
- it is solely responsible for assuring that all its employees working in Company Workplaces have adequate skills to carry out their tasks, and, guarantees that this training is provided, whenever necessary.

5.8. Security Measures

The **Provider** guarantees to:

- Suppliers of Security services (e.g., security guards, security systems maintenance) must comply with the specific Company Procedures established for such type of services.
- None of the contractor or subcontractor employees visiting any Company factories, depots or magazines can have criminal records.
- Suppliers accessing to any Company facility with its own car or vehicle must come strictly under the controls and guidelines of the access control Security Guards, both at the entrance and when exiting.
- Suppliers accessing to any security restricted zone must obtain previously the approval of the security responsible of the site.

Providers who are going to provide their services in foreign countries must have their own insurances adequate to the activities under the contract, including medical insurance, with an extensive coverage. Besides, these suppliers shall follow all the security measures and guidelines given by the **MAXAM Security Management** when travelling to certain countries or regions.

5.9. Information Security & cybersecurity measures

The **Provider** guarantees the confidentiality, integrity and availability of the information received from the Company, to protect the design, development, implementation, manufacturing and production processes, products, equipment, and facilities.

External personnel must comply with the established in the contract for the provision of services in matters related to confidentiality, security regulations and controls, complying also with and the responsibilities derived from the **Security & information security Policy**.

5.10. Incidents and emergencies

- In case of any incident, accident or emergency with HSEQS hazards & risks or repercussions, the **Provider** shall immediately communicate it to the **HSEQS Representative**. The **Provider** undertakes to comply with the instructions received from Company. Subsequently, the Company may obtain a written report concerning the fact and its causes, which may entail the consequential penalties to the **Provider**, in the event of breach or negligence.

- In case of HSEQS incident or accident occurs, the **Provider** must immediately notify the **HSEQS Representative** as soon as possible, giving a detailed description of the incident.

- In case the Provider is responsible for any HSEQS incident or accident, the Company reserves the right to demand responsibility on any matter including damage restoration.

6. In the case of work carried out in the Company Workplace, the **Provider** shall designate a representative responsible for monitoring the compliance with the applicable procedures, and all the applicable legal requirements. The Provider representative may be required at any time by the Company management to give information, or to carry out appropriate instructions.

7. Company could request from the **Provider**, evidence of its staff training regarding any aspect which could affect the proper performance of the contracted work or service. Furthermore, if necessary, specific coordination meetings will be held with the Provider's staff to clarify rules and precautions to follow. The time spent on these meetings will be assumed by the Provider.

8. As result of breach of any HSEQS applicable requirements the contract, may temporarily or definitively be suspended, and the **Provider** will cover the costs or caused losses.

9. In case of non-compliance by the **Provider** of any of the established requirements, the **Provider** could be obliged to compensate the Company economically, in accordance with the corresponding contract where applicable, or specific penalties, or considering the effects of the non-compliance or the nonconformity detected.

These general requirements, are part of the MAXAM "General Purchase Terms & Conditions", and are provided by Company to the Supplier through <http://www.maxamcorp.com/en/providers>.

The **Provider** are committed to comply with these general requirements, the **Code of Ethics**, the company's relevant **Sustainability Policy** (health & safety, environment & quality) and **Security & information security Policy**; standards; procedures; voluntary agreements, including the United Nations Global Compact and Responsible Care principles; any legal applicable compliance obligation, and special requirement included in the Agreement, Contract or Purchase Order.