



Iber-Oleff

Purchase Terms and Conditions

Version: 6

Date: 03rd February 2023

Index

1. Agreement.....	5
1.1.General Terms and Conditions	5
1.2. Project specific requirements	5
1.3. Price and Conditions	5
1.4. Scope and Term of the Contract	6
1.5. General Terms and Conditions Acceptance	6
2. Delivery Conditions	7
2.1 Approval of Supply Process	7
2.2. Product Composition	8
2.3. Transportation and handling of Hazardous and Dangerous Materials	8
2.4. Packaging and transportation	9
2.5. Volume Forecasts	9
2.6. Guarantee of Supply	9
2.7.Material shortage.....	9
2.8. Material overflow	10
2.9 Expiry Date	10
2.10 Quality certification	10
3. Payment Conditions	10
4. Quality	11
4.1 Purpose	11
4.2 Supplier Management System	11
4.3 Environment	11
4.4 Loss of certification.....	12
4.5 Engineering Changes.....	12
4.6 Traceability	12
5. Sub-supplier management system.....	13
5.1 Approval	13
5.2 Capacity.....	13
5.3 Right to Audit.....	13
5.4 Control and responsibility	13
5.5 Changes	14
5.6 Engineering changes records.....	14
6. Non-conform material.....	14
6.1 Complaints.....	14
6.2 Inspections	15
6.3 Rejected material	15

7. Right to Audit and Inspection	15
7.1 Problems with supplies.....	15
8. Iber-Oleff Equipment	16
8.1 Right to Audit.....	16
8.2 Control.....	16
8.3 Maintenance and identification.....	16
8.4 Guarantee of property	16
9. Replacement and Service Parts.....	17
10. Warranty.....	17
10.1 Warranty period.....	18
10.2 Costs and damage	18
11. Confidentiality	18
11.1 No Disclosure Agreement	18
11.2 Confidential information.....	19
11.3 Disclosure of information.....	19
11.4 Use of information	19
11.5 Archive and identification	20
11.6 Intellectual Property Rights	20
11.7 Industrial Property Rights, Trademarks, and Patents	20
11.8 Publicity	20
12. Corporate Responsibility	21
12.1 Health and Safety at Work	21
12.2 Environment	22
12.3 Production	22
12.4 Forced labor	22
12.5 Corruption.....	22
13. Liability.....	23
13.1 Compliance with legislation	23
13.2 Warranty	23
13.3 Equipment	23
14. Transfer of Control	24
14.1 Rights concession	24
14.2 Sale	24
14.3 Property guarantee.....	24
15. Insolvency.....	24
15.1 Termination of contract.....	24
15.2 Costs	25
15.3 Insolvency Officer	25
16. Force Majeure	25
16.1 Equipment and Material Supply	25
16.2 Termination.....	26



17. Applicable Law and Jurisdiction	26
18. Translations	26
19. Editions	27

1. Agreement

1.1. General Terms and Conditions

Supplier acknowledges and confirms having read and understood these “Iber-Oleff General Purchase Terms and Conditions”, which apply to each purchase order, purchase agreement and supply of goods or services related to all phases of the project: development, samples, prototypes, pre-series, series production, service and replacement parts (Service Parts).

This contract, together with the NDA – No Disclosure Agreement, project specific requirements, quality and logistics agreements, or other terms specifically referred in this contract, shall constitute the entire agreement between Iber-Oleff and Supplier for all points of this contract and supersedes all previous written or verbal agreements.

The term “Goods” used in these General Terms and Conditions, refers to all commodities, parts or other items or services supplied by “Supplier” to Iber-Oleff, as stated on the purchase order or other documents included in this Contract.

Copies of the lasted version of the “*Quality Agreement*” (ed. 3) and the “*Logistic Agreement*” (ed.2) are available on the Iber-Oleff website at www.Iber-Oleff.pt.

1.2. Project specific requirements

Supplier hereby acknowledges and confirms Supplier’s responsibility to ensure the fulfillment of Iber-Oleff project specific agreements, namely the “Quality Agreement” and “Logistics Agreement” or others for each individual project and separately defined which, together with the General Purchase Terms and Conditions, Purchase Order and NDA-No Disclosure Agreement, constitute the “Contract”.

1.3. Price and Conditions

Price, payment and delivery conditions are indicated in the Purchase Order – PO. Prices and other trade conditions shall remain valid until further release, which will take place when agreed by both parties.

1.4. Scope and Term of the Contract

This contract is applicable to the entire project, for the period from development phase until the warranty and Service Parts, including samples, prototypes, pre-series, series, replacement parts (Service Parts) and warranty period after end of production and for the time determined by applicable Original Equipment Manufacturer (OEM), including possible model refreshes or program extensions.

1.5. General Terms and Conditions Acceptance

Supplier shall be deemed to have accepted these Terms and Conditions upon the earliest of:

- (a) Written acknowledgement of the Terms and Conditions;
- (b) Confirmation of any purchase order;
- (c) Sending quotations or starting any work or service related to the execution of this project or
- (d) Engagement in any other conduct that implies the acceptance of these Terms and Conditions.

These Terms and Conditions are the only applicable to the supply of goods and services to Iber-Oleff, regardless of the existence of any other conditions, changes, modifications or revisions proposed by Supplier, whether in a quotation, purchase order confirmation, invoice or any other document.

Any other conditions are not applicable to this agreement and are expressly rejected by Buyer, unless agreed to in writing by an Iber-Oleff representative.

A copy of the latest version of these Iber-Oleff General Terms and Conditions of Purchase is available on Iber-Oleff website, www.iber-oleff.pt.

2. Delivery Conditions

2.1. Approval of Supply Process

Supplier's series delivery may only be started once Iber-Oleff has approved the process and product and the order has been submitted. Supply approval process is divided in four phases:

- a) Confirmation of Supplier's Quality Guarantee (certification validity) – Responsible: Iber-Oleff.
- b) Acceptance of NDA - No Disclosure Agreement, General Terms and Conditions and Project Specific Agreements – Responsible: Supplier.
- c) Approval of PPAP requirements, including all technical documentation required: manuals, drawings, certificates – Responsible: Iber-Oleff.
- d) Purchase Order confirmation – Responsible: Supplier.

Prior to, and together with, the shipment of the Goods, Supplier will furnish to Iber-Oleff the materials technical and safety data sheet. If the technical or safety data sheets have suffered any modification during supplies, Iber-Oleff shall receive the latest versions.

The Goods in the Request, Purchase Order or Delivery Plan shall be delivered dully identified with reference to its description, product code, quantity, composition and size, and the Shipping Notice or equivalent document must come attached, according to current legislation.

All Goods in the Request, Purchase Order, or Delivery Plan must be in conformity with specifications, drawings, samples or other descriptions provided or adopted by Iber-Oleff.

The first three deliveries of new material must be identified in order to alert Iber-Oleff Technical Reception to that situation.

2.2. Product Composition

Before begin of supplies, Supplier shall ensure the product registration in IMDS – International Material Data Systems and disclose all necessary documentation about the product and its composition, including the following:

- (a) Product technical data sheet,
- (b) Product safety data sheet,
- (c) Documentation in accordance with REACH regulation (Registration, Evaluation, Authorization and restriction of Chemicals),
- (d) The supplier knows Iber-Oleff's requirements, namely, the obligation to report the existence of chemical substances that appear in the “*list of substances subject to authorization*” or in the “*list of substances subject to restrictions*”, or even if they have a classification and harmonized labeling.

- (e) Documentation in accordance with CONFLICT MINERALS regulations. Supplier clearly demonstrate understanding of the requirements for reporting conflict mineral content to Iber-Oleff. Supplier should be 100 percent certain that do not have any 3TG (tin, tantalum, tungsten and gold) in its supply chain products.

- (f) Any other material specific documentation required by clients, including information related to any changes of the ingredients and material origins.

2.3 Transportation and handling of Hazardous and Dangerous Materials

Before the goods delivery, Supplier shall give sufficient written warning and notice to Iber-Oleff and the carrier in written (including appropriate labels on the Goods, containers and packing) on any dangerous material, as well as all instructions on handling, safety and environmental measures and precautions that may be necessary for the safe transportation and handling, in accordance with national legislation and European regulation.

2.4. Packaging and transportation

Packaging and transportation costs will only be accepted when previously authorized in the Purchase Order.

Supplier shall be held responsible for any damage on the delivered material due to inadequate or deficient packaging.

Supplier is obliged to use the normal agreed means of transport. In case of a need for urgent transportation, if it is of Supplier's responsibility, Iber-Oleff must be previously notified, if it is of Iber-Oleff responsibility, Supplier must obtain previous approval from Iber-Oleff.

2.5. Volume Forecasts

Based on end customer's information, Iber-Oleff must provide Supplier with planning, forecasts or projections of future requirements for volume or material needs.

Supplier acknowledges that the forecasts provided by Iber-Oleff are solely for informational purposes, because they are determined by customer's needs and, as such, subject to periodic modification.

2.6. Guarantee of Supply

Supplier must ensure delivery of material in accordance to the project negotiated capability and provide for an adequate flexibility rate, allowing the management of some variations along the project.

Supplier is responsible to guarantee the supply of the agreed quantities by its sub-suppliers. The quantities to be ordered shall be designated by Logistics department, in accordance with the delivery plan defined by the customer.

2.7. Material shortage

In the event of a delivery rupture due to the responsibility of the Supplier, that causes production stoppage at Iber-Oleff or its client, Supplier is responsible for the related costs.

2.8. Material overflow

Costs associated with anticipated or excessive deliveries in relation to the quantities ordered will not be borne by Iber-Oleff. Iber-Oleff is entitled to reject or return to Supplier the excessive quantities at Supplier's risk and expenses.

2.9 Expiry Date

Supplier is responsible to define the expiry date of perishable materials, including painting material, paint, solvents, hardeners and adhesive products.

All material that may deteriorate over time must show evidence of the Manufacturing Date and Expiry Date in the packaging.

When entering Iber-Oleff facilities, material must not have attained more than 1/3 of their lifetime. On the event of an overdue expiry date, the goods may be returned to Supplier, partly or entirely.

2.10 Quality certification

Concerning raw-materials, painting materials, foils or other materials on which a qualitative inspection by Iber-Oleff Technical Reception is not feasible, it is important that Supplier provides a Quality certification for each delivery.

As an alternative, Supplier may previously send the Quality certification by email or fax, or indicate their availability, for example on the company's website or supplier portal.

3. Payment Conditions

Iber-Oleff standard payment conditions are 60 days, counting from the invoice date, unless otherwise agreed in written.

Payment will be made by cheque or bank transfer.

Supplier shall accept payments based on the invoice.

4. Quality

Supplier shall be available to participate in Quality continuous improvement programs or workshops and comply with specified quality procedures and requirements, including the new products process approval (PPAP).

4.1 Purpose

Iber-Oleff Quality Management System is based on a zero-defect strategy over supplied material and gives preference to Suppliers who maintain business relationships based on quality assurance.

This philosophy appeals to a direct supply to Iber-Oleff production lines, therefore avoiding the use of inspection or other kind of preliminary control.

4.2 Supplier Management System

Supplier hereby undertakes to apply a certified quality management system, at least in compliance with ISO 9001 standards but preferably in compliance with IATF 16949 automotive standards.

4.3 Environment

Iber-Oleff encourages all its suppliers and sub-suppliers to be certified in compliance with ISO 14001 standard, as well as other international standards (ethics, security of information, human rights, working conditions, health and safety, etc.), aiming to a continuous improvement of the company's processes.

In this scope, Supplier shall ensure the fulfillment of national legislation and European regulation.

4.4 Loss of certification

In the event that Supplier's Quality Certification is withdrawn, this situation must be solved within one year maximum; otherwise Supplier will be excluded from Iber-Oleff Qualified Suppliers Panel and will only be able to supply current projects, but prevented from receiving quotation requests for new business.

In terms of Environmental Certification, if the certification is withdrawn, the situation should be solved within one year maximum; non-observance of this will lead to a downgrading of the supplier's evaluation.

4.5 Engineering Changes

Each and every modification in documentation, drawings, raw-materials, specifications, tools, equipment, manufacturing process, final product, production site, and packaging are considered as Engineering Changes.

In case of product or process modification, Supplier shall submit to Iber-Oleff a new process approval, including samples validation and approval.

Before start of production of material with Engineering Changes, these must be previously validated by Iber-Oleff.

4.6 Traceability

Supplier's traceability process must allow in every item/component the identification of: manufacturing date, raw-material respective batch, design status, sub-supplier, shift, operator and equipment involved in the manufacturing process.

In the event of the existence of critical production processes with sub-suppliers, it is Supplier's responsibility to ensure the traceability of the product manufactured by sub-supplier.

The first three deliveries of new materials and materials with Engineering Changes must be specifically identified in the shipping documents (with label in accordance with Quality Requirements Manual), in order to alert the Incoming area of this situation.

Safety product. Supplier shall designate a Safety Product Officer and inform Iber-Oleff of the contact person.

5. Sub-supplier management system

5.1 Approval

Sub-suppliers must be previously approved by Iber-Oleff prior to the program award. Supplier is responsible for the product supply and for the process approval, control and monitoring of its sub-supplier, and also for the submission of the required related documentation.

Sub-supplier's quality system and manufacturing process must be verified and approved by Supplier and/or Iber-Oleff in terms of feasibility, capacity and quality, prior to sub-supplier's first samples delivery and PPAP.

5.2 Capacity

Iber-Oleff must be informed of the capacity in terms of equipment and people allocated specifically to the project, as well as production process and concept, quality and logistics agreed between supplier and its sub-supplier.

5.3 Right to Audit

Iber-Oleff reserves the right to inspect and/or audit sub-suppliers at any time during the process. Timings shall be agreed together with supplier and audits shall take place at strategic points of the project. Sub-suppliers must allow access to all areas related to the project production.

Whenever needed, Iber-Oleff might require a supplier self-assessment and the results obtained for further analysis.

5.4 Control and responsibility

Supplier must maintain an evaluation system of the effectiveness of the management system of its sub-suppliers. Supplier shall be deemed responsible for problems originated from its sub-suppliers as if they were their own.

5.5 Changes

Supplier shall not decide to change or use new sub-suppliers for the manufacture of the whole or part of the product by a third entity, without previous written approval by Iber-Oleff. Any changes of the sub-supplier to the product, packaging, production methods, equipment, processes and materials, testing equipment, production sites, must be previously approved by supplier and Iber-Oleff, under the submission of agreed quality documentation.

Non-compliance of this obligation constitutes the right for Iber-Oleff to terminate the contract and claim for compensation.

5.6 Engineering changes records

Supplier shall document and make available when required, all records of changes to the product and process, not only by its internal production but also by its sub-suppliers. The terms for archive of documentation must comply with current legislation, Community Directive on Civil Liability 85/374/CEE Supplier internal requirements and client demands.

6. Non-conform material

Iber-Oleff is entitled to claim for compensation for any material defective on appearance, dimension or functionality, which does not comply with the agreed specifications.

Non-conform product detected by Iber-Oleff or end customer shall be immediately reported to supplier and replaced the soonest possible at supplier's expenses.

6.1 Complaints

In case of complaints related to the quality of supplied material, supplier shall be available when required to immediately send qualified staff to Iber-Oleff or client's facilities in order to analyze the problem and suggest adequate containment measures and problem resolution. Supplier undertakes to respond appropriately and in time to all complaints.

When specifically required by Iber-Oleff, complaints should be processed in accordance with 8D method for failures detected during reception of the product, on the production lines or at the end customer.

Corrective actions defined by supplier must be solid and ensure that the problem will not be repeated.

Iber-Oleff might, whenever suitable, require evidences of implementation of these actions. In case of serious failure, and after implementation of all corrective actions to solve the problem without positive results, project relocation should be considered, without any compensation for loss of profits.

6.2 Inspections

In case that Iber-Oleff or its customer has to proceed to an inspection of the whole product or part of it, due to supplier problems, all administrative costs and other costs arising out from trials, tests, laboratories, transportation, staff, inspection and/ or repair will be charged to supplier.

6.3 Rejected material

Supplier shall decide and inform Iber-Oleff about the destination of the non-conform material (return or scrap). If a decision is not transmitted to Iber-Oleff in five working days, Iber-Oleff shall decide what to do with the materials and charge Supplier with all costs related. Supplier is also responsible for the costs related to production stoppages or disruption at Iber-Oleff or and/or its client, due to the delivery of non-conform material.

7. Right to Audit and Inspection

7.1 Problems with supplies

Supplier agrees that, if supplier or its sub-suppliers are facing any operational, quality or delivery problem, including late or non-conform deliveries, supplier shall allow on its facilities

or on its sub-supplier's, the presence of a representative from Iber-Oleff to assist the operations and validate corrective actions plan.

8. Iber-Oleff Equipment

8.1 Right to Audit

Iber-Oleff is entitled to enter supplier's or sub-supplier's premises in order to inspect the equipment which is Iber-Oleff property and all related supplier's records.

As long as Iber-Oleff equipment is under custody or control of supplier or any sub-supplier, subcontractor or supplier's agent, supplier remains the sole responsible for the above-mentioned property of Iber-Oleff, and will ensure that the referred sub-supplier, subcontractor or agent will comply with the terms of this section.

8.2 Control

Production equipment cannot be destroyed without prior written approval from Iber-Oleff.

Supplier must provide, upon request, a written inventory or other accounting system of all the equipment in property of Iber-Oleff.

Supplier shall not move equipment from the agreed production site without prior written approval from Iber-Oleff and shall use the equipment according to Iber-Oleff instructions.

8.3 Maintenance and identification

Supplier has the obligation to inspect and maintain the equipment in good conditions and such equipment shall be used only for the purpose of this contract. The equipment must be legibly marked as Iber-Oleff and/or client property with labels and inventory numbers and supplier shall provide evidence of the above-mentioned labeling upon request.

8.4 Guarantee of property

Supplier shall not sell, rent or transfer the equipment property of Iber-Oleff. Furthermore, supplier shall not authorize any claims of property or pledge over the equipment in property

of Iber-Oleff. Supplier takes all responsibility upon loss, theft or damage on production equipment in property of Iber-Oleff.

9. Replacement and Service Parts

Supplier undertakes to ensure that the goods can be supplied after completion of series production, during the period of time agreed with the customer and in accordance with the agreed conditions.

During the duration of this contract, Supplier shall sell to Iber-Oleff all required material, under pre-series price and conditions, in order to fulfill Iber-Oleff and its client's requirements for service and replacement parts, for each specific project, during the period of 15 years after the end of vehicle production program (post-production time), unless project specific requirements agreed by Iber-Oleff and its customer state otherwise.

In the event of a merger or acquisition of the Supplier by other company, the new entity shall maintain the obligations referred in this contract.

10. Warranty

Supplier ensures that all materials included in this contract:

- a) Will be in accordance with the actual status of approval/revision of specification and applicable drawings,
- b) Will comply with all samples, descriptions, performance requirements and other documents provided to supplier,
- c) Will be tradable,
- d) Will be in good material and manufacturing conditions,
- e) Will be free of defects,
- f) Will be fit and sufficient for the purpose intended by Iber-Oleff or any of its clients and
- g) Will meet all guidelines, patterns and agreements to the extent of this contract.

10.1 Warranty period

Warranty period will be defined for each project and in accordance with the final customer.

10.2 Costs and damage

In the event of determination that the material is not in compliance with the requirements set in this contract, supplier shall indemnify Iber-Oleff for all the losses, costs and damages arising out of non-conform material.

The above-mentioned costs and damages may include costs, expenses, and losses from Iber-Oleff and/or its clients, arising from:

- a) Administrative costs for complaint management,
- b) Inspection, repair or replacement of any non-conform material or any system or component embodied in the referred non-conform material,
- c) Production stoppage,
- d) Removal of vehicles or components systems from the manufacturing or assembly process,
- e) Technical campaigns
- f) Market recall and other corrective actions, including amounts paid to distributors and
- g) Payments made to Iber-Oleff clients, under any applicable program or warranty policy.

11. Confidentiality

11.1 No Disclosure Agreement

Prior to the disclosure of Iber-Oleff specifications, drawings, samples or other information necessary to provide quotations related to new projects, it is mandatory that supplier previously submits Iber-Oleff NDA-No Disclosure Agreement, dully signed.

11.2 Confidential information

Confidential information means in particular: all information disclosed to Supplier by Iber-Oleff, its clients or business representatives, related to the programs or materials included in this contract, including but not limited to, methods and processes, specifications, technical data, prices, volumes, formulas, compositions, 2D and 3D drawings, drafts, photos, samples, prototypes, computer software, including project codes and passwords, tools, dies, concept and manufacturing processes and other information that may have been disclosed in written, verbally or in some other way related to the establishment, operation or maintenance of intellectual property from Iber-Oleff or its client.

11.3 Disclosure of information

Supplier acknowledges the responsibility to maintain and ensure confidentiality of all information exchanged with Iber-Oleff against third parties, namely from staff, suppliers, sub-suppliers, group companies, subsidiaries, affiliated or associated companies, agents and other entities.

11.4 Use of information

Supplier shall:

- (a) Hold such information as confidential and disclose it only to supplier and sub-supplier employees who in fact need to know the above-mentioned information in order to supply materials to Iber-Oleff under this contract,
- (b) Use information from Iber-Oleff with any purpose other than performing the material supply to Iber-Oleff,
- (c) Physically return all information, prototypes or other material upon Iber-Oleff request, termination or expiry of this contract or, according to Iber-Oleff decision, destroy all information and provide a written declaration of such disposal.

Materials that are manufactured based on Iber-Oleff information shall not be used for supplier own use or sold to third parties without prior written approval from an authorized representative from Iber-Oleff.

11.5 Archive and identification

Any data /material provided or manufactured under Iber-Oleff responsibility, such as drawings, CAD/CAM data, specifications, copies, molds, tools, equipment or others, shall remain Iber-Oleff property and therefore must be kept in good condition.

All above-mentioned material should contain Iber-Oleff identification and/or others defined accordingly to each project. All technical material shall be returned to Iber-Oleff in good conditions at any time upon request.

11.6 Intellectual Property Rights

Development, Engineering and Consulting services. Any idea, concept, discovery, patent, copyright, trade mark, trade secret, know-how or any other intellectual property right (Development Services) which arise out of engineering, consulting or development services financed under this contract shall remain exclusive property of Iber-Oleff.

11.7 Industrial Property Rights, Trademarks, and Patents

Supplier must ensure that there are no rights or patents over the materials supplied to Iber-Oleff. Supplier shall indemnify Iber-Oleff and its clients in case of third party's complaints based on national or international industrial property rights resulting from the manufacturing or delivery of materials to Iber-Oleff. All legal disputes that may occur related to such third party's rights will be assumed by supplier.

11.8 Publicity

Supplier shall not advertise or publish to any third party in any matter the fact that Supplier has contracted a business partnership with Iber-Oleff or use any trademarks or trade names of Iber-Oleff on any Supplier's material, press release or advertising, without first obtaining Iber-Oleff written consent.

12. Corporate Responsibility

It is crucially important to Iber-Oleff that all business activities take account of the company's social responsibility towards its own employees and society.

This applies both to Iber-Oleff itself and its suppliers. Iber-Oleff expects all suppliers to observe the principles and rights set forth in the guidelines of the UN Initiative Global Compact (Davos, 01/99) and the "Declaration on fundamental principles and right at work" (Geneva, 06/98) adopted by the International Labor Organization (ILO).

Iber-Oleff endeavor to achieve excellence, innovation and performance in a sustainable manner. People and the environment are the automotive industry's most important resources. For this reason, we've developed a sustainable Procurement Policy and are working together with our suppliers to attain the highest standard in business integrity and in the social and environmental performance of our supply chain.

The automotive industry supply chain is highly complex, so we believe in the benefits of a common message and approach across the entire supply chain.

The code of conduct aims to guarantee good practices of professional and relational conduct reinforcing the confidence of all those who have a relationship with Iber-Oleff in its principles and way of acting.

The "Guiding Principles for Sustainability Procurement" developed by European Automotive Working Group on Supply Chain Sustainability, "Iber-Oleff Procurement Policy" and Code of Conduct are available on Iber-Oleff website, www.iber-oleff.pt.

12.1 Health and Safety at Work

Supplier will implement and maintain a system or policy designed to ensure good conditions of Health and Safety at Work and a compensation of the employees in accordance with national legislation and European Regulation, in a sustainable way.

12.2 Environment

Iber-Oleff encourages all suppliers and sub-suppliers to become certified in compliance with ISO 14001 standard, as well as other certifications important for environment protection.

12.3 Production

Supplier and sub-suppliers shall comply with all applicable laws and provisions from country of origin and destination related to production, identification, transport, imports, exports, licenses, material's approval, execution and/or certification, including those related to environmental issues, remuneration, contracting hours and conditions, sub-suppliers selection, discrimination, health and safety at work.

12.4 Forced labor

Supplier or any of its sub-suppliers or sub-contractors shall not:

Use children (in accordance to the prohibition included in conventions nr 138 and 182 of ILO-International Labor Organization), slaves, prisoners or any other form of forced or involuntary labor, neither shall be involved in abusive hiring and be involved in corrupt business practices for the purposes of this contract.

12.5 Corruption

Supplier agrees to ensure that its suppliers, sub-suppliers, employees and agents fully comply with all applicable anti-bribery laws, and shall not offer direct or indirectly any item of value or other benefit to any employee of Iber-Oleff in order to obtain or maintain any contract or business opportunity, or any other benefit.

13. Liability

13.1 Compliance with legislation

Supplier must be insured in order to grant the fulfillment of its obligations and responsibilities, in accordance with national legislation and European Regulation.

According to Community Directive 85/374/CEE, all manufacturers of goods and services are liable for the repair of damages caused by defective products.

Supplier is therefore responsible to maintain the required insurance policies, namely a civil liability insurance policy, in order to cover possible personal casualties and damages caused by defective products.

13.2 Warranty

Supplier is responsible to maintain a policy insurance that covers all possible costs and damages described in paragraph 10 of these Terms and Conditions. Supplier undertakes to guarantee by its suppliers and sub-suppliers the existence of these required insurance policies.

13.3 Equipment

Supplier hereby undertakes to insure Iber-Oleff or its client's equipment located at Supplier's premises or at its sub-suppliers' with full fire and extended coverage insurance, including theft, flooding or other natural causes, for its replacement total value.

Iber-Oleff is entitled at any time to require evidence of this insurance policy.

14. Transfer of Control

14.1 Rights concession

Supplier shall not concede, delegate or subcontract any of its rights or obligations under this contract without a previous written approval from an authorized Iber-Oleff representative.

14.2 Sale

Iber-Oleff is entitled to terminate this contract without any obligation towards supplier of purchasing raw-materials, work in progress or finished materials, whenever Supplier:

- (a) Sells a significant amount of its assets,
- (b) Sells a significant amount of its shares or other equity interests that cause a change of control of supplier or
- (c) Enters an agreement that causes a change of control of supplier.

Sale of specific and non-specific equipment necessary to the contracted production must be made preferably to Iber-Oleff, upon a previously agreed reasonable price.

14.3 Property guarantee

The new entity shall not sell, rent or transfer equipment that is property of Iber-Oleff, even if located at its premises, without previous approval from Iber-Oleff.

15. Insolvency

15.1 Termination of contract

In case of insolvency from supplier or its sub-suppliers, Iber-Oleff is entitled to terminate this contract effectively without any obligation towards supplier to purchase raw-materials, work in progress or finished materials. Furthermore, supplier shall not allow any property or pledge claims over equipment that is property of Iber-Oleff.

Supplier assumes all risks related to loss, theft or damages of the production equipment Iber-Oleff property.

15.2 Costs

Supplier shall refund Iber-Oleff of all costs incurred due to the event of insolvency, regardless of termination of this contract, including all legal fees or other professional remunerations.

15.3 Insolvency Officer

In the event of insolvency, supplier shall inform responsible entities, including the insolvency officer, of the situation related to Iber-Oleff equipment property and the agreed condition of preference over the sale of specific and non-specific equipment to Iber-Oleff.

16. Force Majeure

If, due to forces beyond its control, Supplier is unable to produce, sell or deliver the materials included in this contract, Supplier shall be released for a temporary period of the obligations of this contract, provided that there is no fault or negligence and prompt written notice of such delay is given including a description of the cause of the event or circumstance, estimated duration of the delay, and a plan to minimize the impact on Iber-Oleff.

During such period, Supplier shall provide Iber-Oleff with detailed information on the evolution of the situation, steps being undertaken to minimize the situation and an estimated date for the restart of normal supplies.

16.1 Equipment and Material Supply

As a result from supplier's execution failure due to force majeure, Iber-Oleff is entitled to demand the delivery of tools or other equipment, unfinished materials and/or raw materials required to manufacture the final products, be free from the contractual obligations of this contract and to take all necessary actions to guarantee the production, namely the purchasing of material from another sources.

16.2 Termination

In case Supplier fails to provide adequate evidence of a significant recovery of the delay, Iber-Oleff may immediately cancel this contract without liability or any obligation towards Supplier to purchase raw-materials, work in progress or finished materials. In case of contract termination, Iber-Oleff has preference rights over the sale of tools and specific and non-specific equipment, upon a previously agreed reasonable price.

17. Applicable Law and Jurisdiction

In case of dispute, and prior to recourse of court, the parties shall try to come to an agreement, namely by arbitration of an external entity recognized for that purpose and previously agreed by both parties.

The present contract is governed by Portuguese law. Competent court shall be one located at the state or country shown in Iber-Oleff address on the Order. Iber-Oleff is entitled to approach other courts with competence in the field concerned.

18. Translations

Iber-Oleff might provide several translated versions of the Portuguese original version “Termos e Condições Gerais de Compra” but solely for informational purposes. In the event of disagreements over the meaning or interpretation of any disposition of this contract the original Portuguese version shall prevail.

19. Editions

Edition	Date	Comments
1.0	06-03-2012	Preparation of the document " <i>General Purchase Terms and Conditions</i> "
2.0	16-05-2014	Restructuring of the document in order to include all the information that the Supplier must take into account as a supplier of Iber-Oleff.
3.0	04-12-2015	Reference to conflict materials in point 2.2 (Product Composition) and reference to the Sustainable Purchasing Policy in point 12 (Social Responsibility).
4.0	08-06-2018	Document update considering the update to IATF 16949:2016 standard.
5.0	19-03-2021	In point 1.2 "Specific requirements by project", the observation that the "Quality Agreements" and the "Logistic Agreement" are available on the Iber-Oleff website. In point 2.2 "Composition of the product", point d) was added. Added the point "19. Editions" Replacement of the term "Aftermarket" by "Service Part"
6.0	03-02-2023	Document update in point 4.3 "Environment" and point 12 "Corporate Responsibility"



Componentes Técnicos em Plástico S.A.
Parque Industrial Manuel da Mota
Lotes 10/18
3100-354 Pombal - Portugal
Tel.: +351 236 209 150