

**Ingeniería Magnética Aplicada, S.L.U**, as a manufacturer of magnetic products, applications and systems related to the world of magnetism aimed at all industrial sectors, has implemented an **Integrated Management System (IMS)** that guarantees that all its processes comply with the standards defined in the latest version of the international standards: **IATF 16.949, EN 9.100, ISO 9.001 and ISO 14.001**. That is why; in order to maintain a commercial relationship, the Supplier/Subcontractor is required to reach the following minimum agreements:

### 1. QUALITY MANAGEMENT SYSTEM CERTIFICATIONS (QMS):

The Supplier / Subcontractor Quality Management System must be certified by a Third Part according to **ISO 9001**.

Likewise, if necessary, IMA S.L.U will carry out audits on the Supplier/Subcontractor to determine the level of compliance with the standards applicable to the ISO 9001, IATF 16949 or EN9100 quality management systems applicable to the product supplied.

If the Supplier/Subcontractor additionally has a current certificate in any of the **IATF 16.949** or **EN 9.100** standards, they must send a copy of the certificate to IMA.

The supplier/subcontractor must in turn require its suppliers/subcontractors to apply the necessary controls to ensure that the requirements are met.

The supplier/subcontractor (for example of special processes) agrees to use suppliers/subcontractors approved or designated by IMA or end customer.

Prevent the use of counterfeit parts/products (non-compliant or questionable).

Display requirements applicable to third-party suppliers, including customer requirements.

Ensure that supplier/subcontractor employees are aware of:

- Your contribution to the conformity of the product or service.
- Your contribution to product safety.
- The importance of ethical behavior.

### 2. EMS CERTIFICATIONS:

In addition, the Supplier / Subcontractor declares compliance with the Environmental Management System according to the requirements of the **ISO 14001** Environmental Management and/or EMAS Regulation (EC Regulation No. 1221/2009 of the European Parliament and of the Council) **and all applicable legal and regulatory requirements**.

If the Supplier/Subcontractor additionally has a current ISO 14.001 or EMAS certificate, it must send a copy of the certificate to IMA.

### 3. OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT SYSTEM CERTIFICATION (OHSMS)

Additionally, the Supplier/Subcontractor declares that its Management System complies with the requirements included in the latest version of the international standard for Occupational Health and Safety Management **ISO 45.001**, **it must send a copy of the certificate to IMA**.

### 4. LEGAL REQUIREMENTS AND OTHER REQUIREMENTS

The supplier is committed to the compliance of the legal requirements that are extracted from the legislation issued by the different levels of the Administration, being applicable to:

- Legal requirements of the product/service applicable to the country of origin
- Legal requirements of the product/services applicable to the country of destination, **when they are known**.
- Manufacturing processes and control
- Environmental Legislation
- Occupational Health and Safety Legislation

On the other hand, the Supplier/Subcontractor undertakes to comply with all specific requirements requested by the Customers, also of (IMA S.L.U.), as well as to disseminate compliance with legal requirements throughout the supply chain.

### 5. CHANGES IN PROCESS:

The supplier commits itself to duly inform IMA 's authorized representative about any change in production **process that may affect the product, including subcontracting** before its implementation.

Suppliers/Subcontractors must obtain IMA S.L.U.'s prior written approval for the implementation of any requested changes or for the shipment of any product that in any way does not conform to IMA S.L.U.'s specifications.

Suppliers/Subcontractors shall be responsible for the costs of any testing required by IMA S.L.U. or IMA S.L.U.'s end customer to validate that the change/deviation requested by the supplier does not negatively impact the performance of IMA S.L.U.'s product or IMA S.L.U.'s end customer.

Suppliers/Subcontractors are liable for any damages or costs incurred by IMA S.L.U. and/or IMA S.L.U.'s end customers due to the supplier's inability to fully comply with IMA S.L.U.'s change management requirements.

### 6. RECORD PRESERVATION

Supplier's/Subcontractors Management System information should be preserved depending on the type of register.

Legal registrations – 15 years

Financial registrations – 4 years

Management's registrations -10 years

The preservation of records means, access, legibility and integrity.

### 7. SECOND PARTY AUDITS

The Supplier / Subcontractor accepts undertaking Second Part Audits, by the auditors of IMA S.L.U and by the Client of IMA S.L.U, prior information by IMA S.L.U to the supplier.

The Supplier / Subcontractor shall provide the data and information necessary during the Second Part Audits, with the exception of confidential data and information that involve the projects of other clients, or the company's strategy.

The time from the completion of the Second Party Audit (last day of the audit) to the effective closure of the non-conformity shall not exceed 90 days at the most.

Compliance with these requirements will be verified during the audits carried out at the Supplier/Subcontractor's premises.

### 8. CLAIMS PROCEDURE.

In the event of a claim (rejection of defective material), the Supplier / Subcontractor organization will use the Non-Compliance Report format (IMA SLU or similar form of AIAG-CQI20 / 21) to inform the supplier of all information related to rejection. The response time by the provider will be 48 hours maximum.

### 9. LANGUAGE COMMUNICATION

The language communication will be in English or Spanish.

### 10. MONITORING THE PERFORMANCE OF THE SUPPLIER.

At least once a year, the Supplier's / Subcontractor's performance level will be evaluated in terms of:

- a) Supplier/Subcontractor selection risk assessment in terms of product conformity and an uninterrupted supply of IMA S.L.U.'s product to its customers.
- b) Quality and delivery compliance level
- c) Evaluation of the supplier's quality management system.
- d) Special transports
- e) Customer interruptions

For this purpose, the supplier undertakes to provide annually the necessary documentation to evidence its financial stability, i.e:

- Certificates of being up to date with the Tax Agency (AEAT) and Social Security.
- Financial statements of the company for the last closed fiscal year: for audited companies this corresponds to the Audit Report with the Annual Accounts and Management Report and for non-audited companies, to the Corporate Tax, deposited in the Mercantile Registry.

### 11. IMPROVEMENT ACTIONS

If the Supplier/Subcontractor's performance worsens, IMA S.L.U. may require the implementation of immediate improvement actions, such as internal system, process and product audits, and follow-up and closure of the implemented actions.

### 12. REWORKS AND REPAIRED PARTS

The Supplier/Subcontractor undertakes to immediately inform the [process of Engineering](#) of IMA S.L.U. of any possible deviations in the quality of the product or [subcontracting](#). Thus, the supplier/subcontractor undertakes not to carry out any rework operation on non-conforming material without the approval and authorization of IMA S.L.U.

Rejected parts which are sent to the Supplier/Subcontractor, may be repaired, subject to the prior agreement and approval of IMA S.L.U. of these operations.

### 13. WARRANTIES.

In the event of warranty issues arising from defective product on the market due to the process/product supplied by the Supplier/Subcontractor, the costs will be assumed by the Supplier/Subcontractor.



# GENERAL PURCHASING TERMS & CONDITIONS

## Contractual Agreement between IMA S.L.U and Suppliers/Subcontractors

In the event of a dispute with the Supplier/Subcontractor regarding non-compliant requirements of the product placed on the market, resulting in costs of tests/assays in accredited laboratories, they shall also be charged to the Supplier/Subcontractor.

The Supplier/Subcontractor shall have a product damage liability Civil Liability insurance policy for damages by product, with adequate financial coverage to cover this incident should it occur.

The supplier must guarantee the right of access to the organization, its clients, and regulatory authorities, to the applicable areas of the facilities and to the applicable documented information, at any level of the supply chain.

### 14. PERFORMANCE GOALS

IMA S.L.U. expects from its Supplier/Subcontractor a Zero-Defect approach which is reflected in several indicators, as well as a 100% on-time delivery service level. In addition, systematic price reduction will be taken into account in order to achieve the satisfaction of IMA S.L.U. and its customers. This should take place through the implementation of continuous improvement methodologies.

### 15. CONTRACT TERMINATION

The Purchasing Department of IMA S.L.U. may terminate a Purchase Order, in whole or in part, by written Notice to the Supplier in the event that the Supplier/Subcontractor:

- (a) Becomes insolvent
- (b) Files a voluntary petition in bankruptcy
- (c) Has an involuntary petition in bankruptcy filed against it
- (d) Has a receiver, receiver manager, custodian or trustee appointed over the Supplier/Subcontractor or its assets
- (e) Executes an assignment for the benefit of its creditors.

In each case, the Supplier/Subcontractor shall be liable for all actual costs incurred by the Purchasing Department of IMA S.L.U., including the costs of lawyers, experts, consultants and other professionals. The Supplier/Subcontractor shall inform the Purchasing Department of IMA S.L.U. as soon as possible of these events so that it can assess the risks and liabilities.

### 16. JUDICIAL AGENCIES

Failure to comply with the clauses set forth in this agreement may result in a decision to consider a supplier as type "C" (to be replaced) and thus terminate the business activity between the two. Depending on the breach and the repercussions of Civil or Criminal Liability, it could lead to settle the responsibilities in the judicial agencies.

### 17. COMPROMISE AGREEMENT

The Supplier/Subcontractor shall undertake to comply with the clauses of this contractual agreement. Otherwise, IMA S.L.U. will initiate the process of replacing the current Supplier/Subcontractor with a new one that guarantees compliance with this contractual agreement.

The associated termination costs (stock of finished goods and raw materials, tooling, drawings, etc.) must be agreed one by one between both parties in terms of this contractual agreement.

This is a legal tender requirement between the IMA S.L.U. organization and the Supplier/Subcontractor organization.

### 18. CONFIDENTIALITY AND DATA PROTECTION

The Supplier/Subcontractor declares that it has implemented appropriate technical and organizational actions to ensure the integrity, availability and confidentiality of the data, as required by the General Data Protection Regulation (EU) 2016/679 (GDPR).

In the event that the contractual relationship would require the communication of personal data, both parties shall sign the mandatory service provision contract of art. 28.3 RGPD.

Similarly, in this case, the subcontracting of services must be communicated in advance and must be authorized, as required by art. 28.2 RGPD.

The Supplier/Subcontractor undertakes to maintain business secrecy with respect to technical data, drawings or any know-how, customer or supplier information communicated or accessed.

**Supplier´s representative:**

**IMA, SLU Representative:**

**Name and surname and Position:**

**Name and surname and Position:**

**Date and signature:**

**Date and signature:**