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1. SCOPE

The scope of this Supplier Quality Manual is to inform the requirements that Tajo Group will request during the launch and the serial life, in order to be known before the acceptance of a new product.

2. CONDUCTE CODE BETWEEN SUPPLIER AND TAJO GROUP, AND SUSTAINABILITY REQUIREMENTS**a. SCOPE**

The purpose of this Conduct Code is to develop and maintain an acceptance standard of conduct for Tajo Group and its stakeholders, including:

- Behavior patterns consistent with company policies that reflect the way in which Tajo Group perceive its image.
- The commitment of Tajo Group to comply the legislation and regulations in force in the countries where it operates.
- It serves to remind all suppliers which we expect of them and how their actions, conducts and behaviors affect the whole supply chain.

b. APPLICATION AREAS

This Conduct Code will be applicable in all organizational areas and affects all suppliers, as new as existents. Also, it will be tried that the Suppliers that collaborate with Tajo Group assume as their own the principles and contents of the Code.

c. ETHICAL PRINCIPLES**1. Behavior within the legal and regulatory framework**

All Suppliers of Tajo Group must be up to date and comply with the legislation in force of the place where they live and where they carry out their professional activity.

The code application in no case it will be able to suppose a non-compliance of the legal provisions in force in the countries where it operates.

The commitment to comply with laws, regulations and standards is the ethical behavior basis expected of all suppliers with whom Tajo Group works.

Suppliers should lead their companies being consistent with fair competition and in accordance with the applicable antitrust law.

2. Financial Transactions

All financial transactions carried out in the Tajo Group interest must have record at the accounting level. Accounting records must show the nature of all transaction's right way and non-deceptive. Supplier operates in compliance with export control and economic sanctions respect to guarantee the security of trade.

3. Interest Conflict

The staff of Tajo Group should avoid situations that may suppose to a conflict between their personal interests and those of the company, abstain from representing the company or influence the decision making in which, directly or indirectly, they or third parties associated with them, have a personal interest. Some potential conflict situations that must be communicated to hierarchical superior who is the responsible to manage, are:

- No person of Tajo Group may receive undue personal benefits from third party derived from his position
- In the case of a close relationship with a supplier, customer, etc. and this could influence when we are making decisions, the hierarchical superior will be informed who will estimate the timely action.

4. Responsibility with Image and Corporate Reputation

Tajo Group considers that one of the basic elements of its image and reputation are the relations with the society and the relations between the organization's workers.

Tajo Group employees should make every effort to preserve the image and reputation of the organization in all professional activities, but also to monitor the respect and appropriate image use and reputation of the company by suppliers, subcontracted companies, and customers.

5. Measures against Bribery, Extortion and Corruption

Suppliers may not receive, offer, or deliver directly or indirectly any payment in cash, in kind or any other benefit to any employee of Tajo Group, person who works for a public or private entity with the intention to obtain or retain any business type, favor or interest.

Employees may not resort or tolerate bribes from third parties to the company and vice versa and shall act in accordance with the laws that apply to them.

Incurred expenses on behalf of and to account of Tajo Group must be documented by receipts or payment invoices and have to be approved and reviewed by the hierarchical superior, then will be notified to the financial department for review in accordance with the expenditure policy.

All kinds of invitations to customers, suppliers, audits and other third parties must guarantee their transparency.

The organization must show zero tolerance for acts of corruption, extortion, and embezzlement in the company.

6. Privacy and data protection.

Precautions will be established to protect the privacy of customers, business partners and employees, as well as for the data and intellectual property protection. Supplier shall operate on the basis of export control and economic sanctions respect to guarantee the security of trade.

d. HUMAN RIGHTS AND LABOUR RELATIONS

Suppliers ensure compliance with local, national and international legislation, including the Universal Declaration of Human Rights.

1. Safety and Health

Suppliers must ensure that the development of their activities do not cause risks to the health and safety at work of the organization's employees. As well as employees must know and comply the standards, procedures, and instructions on the protection of health and safety at work and ensure the own safety, other employees, suppliers, customers and other people who may be affected by the development of its activities.

Suppliers are expected to demonstrate a clear compromise with the health and safety and to keep their policies and procedures active.

2. Employees

Suppliers must not accept any type of discrimination in the professional area due to age, race, color, sex, employment or corporate relation, religion, political opinion, social origin, disability, or any other reason and through their action policies to ensure the equal opportunities for all and the protection against any kind of harassment or bullying.

Tajo Group and their suppliers will not hire under legal age children and if the presence of any minor of legal age is detected, the responsible person will be informed to take the appropriate measures in this regard. Nor will participate in or support the use of forced labor. The working hours and wages or benefits should be in accordance with law regulation.

Suppliers as well as Tajo Group respect the rights of freedom of association and collective bargaining in the work environment. The irregularities impeachment reported by workers should be protected against potential retaliation.

During the selection phase and under equal conditions, the Supplier certified in ISO45001 will prevail, and in the absence of certificated Suppliers, the Safety and Prevention at work will be assessed in terms of the inclusion of occupational safety aspect commitment within the Company's policy.

e. ENVIRONMENTAL PRINCIPLES AND SUSTAINABILITY

Tajo Group expects its Suppliers to act in accordance with the principle of prevention, taking initiatives to promote responsibility for the environment, prioritizing the non-generation of waste, reuse, recycling and treatment of waste, chemical substances, materials and wastewater; improving the environmental performance of the products and services they offer.

Suppliers shall comply with the organization's policy, standards, requirements, instructions, and procedures on the environmental and strive to minimize the environmental impact derived from their products or services during the product's life cycle, working on aspects that could include but not limited to the following ones: rights to lands, forests, water and forced eviction; use of private and public security forces; animal welfare, biodiversity, land use and deforestation, soil quality; and acoustic emissions.

Suppliers should have a vision of sustainability including aspects as:

- energy consumption, renewable energy, quality of air and greenhouse gas emissions,
- sustainable resources management, quality of water and reduction of consumption
- responsible management of chemicals,
- promotion of the circular economy,
- evaluation of potential emergencies and preparation of contingency plans to minimize business interruptions.

During the selection phase and under equal conditions, the Supplier certified in ISO14001 will prevail, and in the absence of certificated Suppliers, the environmental impact will be assessed in terms of waste reduction by packaging, reduction of transported distances and the inclusion of an environmental commitment within the Company's policy.

Tajo Group could conduct audits or use self-assessment questionnaires to ensure their Suppliers are effectively implementing sustainability requirements.

f. PURCHASES RESPONSIBLES. CONFLICT MINERALS.

Tajo has enabled a confidential communication channel for the collection of inappropriate behaviors of the Code of Conduct through the email address codigoconducta@tajo.coop. Our Suppliers may use this channel to report any inappropriate conduct of workers of Tajo Group.

CONFLICT MINERALS.

The extraction of Conflict Minerals: tantalum, tin, tungsten and gold (3TG) is closely linked to the financing of armed groups involved in actions of extreme violence and atrocities against human rights. This list of minerals is not exclusive, including in recent times statements related to other minerals such as Cobalt or Mica.

We expect our Suppliers to source conflict minerals only from smelters that comply with the responsible mineral assurance process. Tajo Group will ask those Suppliers who supply us materials with possible mineral composition to send us their declaration of Conflict Minerals CMRT on an annual basis in order to ensure that the materials we buy are imported only from responsible and conflict-free sources, and thus ensure that:

- Comply with international standards of responsible sourcing established by the OECD,
- Ensure responsible sourcing,

- Help break the link between conflict and mineral exploitation,
- Help end local farming.

Tajo Group will take Due Diligence actions when a risk of obtaining minerals from a conflict-affected area is identified.

3. GENERAL REQUIREMENTS

The Supplier and its Sub-suppliers shall not make any unauthorized change in the Product (Material, tool, dimensions...) or in the Process (Process parameters, machine, location...) without informing Tajo 6 months before the proposed change.

Tajo is obliged to deliver replacement parts to its Customers for a period of 15 years after the end of the serial production. Supplier according to the contractual agreements must ensure the supply of parts. In case of unavoidable discontinuation, the Supplier shall send a written notification to Tajo minimum 24 months prior to such planned discontinuation.

In case of Customer requirement, Supplier should complete the Feasibility analysis ~~D-105 Feasibility~~.

The Supplier shall comply the applicable legislation of its country, delivery country and destination country. The Supplier shall spread applicable requirements throughout its supply chain.

All correspondences must be in English language except if the only recipient is Tajo Oiartzun.

Measurement and control registers should be archived during the product's serial life and for at least ,1 year after the end of series, unless a longer period is required. Any file related to regulatory, or security characteristic should be archived for 15 years.

4. CONFIDENTIALITY AGREEMENTS / NDA

All information used during development or serial life between Supplier and Tajo must be confidential, ergo the Supplier cannot be assigned, displayed, or transmitted to third parties, unless written approval from Tajo. In the same way, measures must be applied to prevent unauthorized access to this information.

Tajo Group shall sign a Confidentiality Agreement / NDA in case of:

- Customer requests Confidentiality requirement,
- During the design or conceptual phase,
- In case of Supplier has physical access to the areas where confidential information is managed,
- When relevant information of the company is shared (audits, consultancy...).

5. PPAP REQUIREMENTS FOR FIRST SAMPLES.

The rest of required documents and reports submitted for the release of a product are different depending on the type of product. Suppliers are required to send for example bellow documents to Tajo:

a. Raw material, masterbatches, paints, inks

- PSW Part Submission Warrant level 1, in case of Bulk materials
- Safety Data Sheet in the language of destination country
- Material Data Sheet and Tolerances for production parameters, if applicable

- Certificate of compliance with Material Norms and/or flammability characteristic (TL1010, FMVSS302, ISO 3795, Renault D451333...) or FCD food contact compliance or REACH, depending on final customer
- Certificate of compliance with Conflict Minerals, and others documents to evidence the conformity with legal requirements.
- Identification according to characteristic R or S depending on customer classification, at every delivery unit, if applicable
- If necessary, IMDS register must be sent to 21310 Tajo, 44414 Treboplast, or 147792 Tabiplast.

b. Components and subcontracted parts

For initial release of a component or sub-contracted part, Suppliers are required to send bellow reports to Tajo based on the AIAG Production Part Approval Process (PPAP) level 3, unless otherwise specified, they have to submit, for example;

- PSW Part Submission Warrant
- Drawing, if required
- Samples to release from every cavity/print,
- Complete dimensional report per cavities/print, quantity to be defined with customer
- CPKs if required, of significant dimensions of drawing of 30 parts, with a capacity >1,66, unless customer requires otherwise.
- Tests, trials, treatments tests required according Cdc or drawings.
- Flow Diagram, FMEA, and Control plan,
- Identification according to R or S, at every delivery unit, if required.
- If necessary, IMDS register sent to 21310 Tajo, 44414 Treboplast, or 147792 Tabiplast.
- A Process Audit should be performed before SOP to project release.
- Signed Supplier agreement D-087.
- Packaging proposal

c. External services such calibration, material or product tests and other external services.

Once this type of suppliers is in our Suppliers Panel, it is possible to request the service, without any specific submission. Please note, if supplier has not ISO/IETC 17025 it is mandatory a derogation from customer accepting lack of certification for sub-contracted test.

6. PERIODICAL REQUALIFICATION.

Supplier must update PPAP periodically and upon request by Tajo. This frequency will be agreed in the start up of Project with Customer and case by case depending on Customer requirements.

7. SUPPLIERS' NON-CONFORMITIES : QUALITY-LOGISTICS.

The annual Objective for the number of Suppliers' Non-conformities is 1 NC/year, caused by Quality or Delivery defect. In case of intensive Suppliers, the target is 2 NNCC/year, considering an intensive Supplier as one that delivers more than 1 million units/year in case of Components and more than a weekly delivery in case of Raw material Suppliers. The responsible for reporting this Objective to the Top Management is the SQA. This objective is one input in the yearly performance evaluation of Suppliers D-042.

The annual Service Rate Objective is 100% compliance, calculating the number of correct deliveries/total deliveries. An order is considered successful delivered if:

- arrives on time, considering the respect to the requested delivery date \pm 2 working days,
- in quantity, considering the respect to the requested quantity \pm 10%,
- delivery free of damages or incidents related to the documentation or difficulties to manage the order with Supplier.

This objective is one input in the yearly performance evaluation of Suppliers D-042.

On a monthly basis, Logistics and Quality will analyze the deviation from the Service Rate under a risk analysis approach and they will determine if an alert or a claim are open to share the communication to Supplier. Anyway, it will be necessary to open a claim if the problem has an impact on Customer or generates internal costs. The escalation process and reaction rules are described in the next point.

In case of not compliance of product, material or component Tajo will open a Non-conformity in 8D format. Tajo measures the supplier's Quality Non-Conformities answers, in deadlines and content terms. This value is an input in Supplier monthly performance. General required deadlines are detailed bellow, shorter deadlines could be required in case of gravity of problem, or to follow Customer requirements. Supplier should follow G8D (Global 8 Disciplines).

Until D3, a 24h term is required,

D1 – Team. Definition of team. Team leader defined.

D2 – Problem description. Everyone must understand what the problem is.

There should be picture of OK part and picture of NOK part for better understanding.

For problem description basic is to use 7W (5W and 2H)

D3 – Containment action, including:

- To block and sort supplier's stock, to inform how many ok/ nok parts.
- To sort the stock of Tajo Group Plant
- First analysis of problem, and return of product in transit
- Contention measures for new production, if necessary
- To inform Tajo about identification of checked parts and checking method, and first ok delivery
- Red alert. Re-training.

Until D5 general required term is 14 days (Sika 10 days):

D4 – Root cause. Analysis and definition of root causes. Preferable with a 5Whys analysis.

- Analysis of root cause of Occurrence factors
- Analysis of root cause of Non-Detection factors

D5 – Planned corrective action. Identification of corrective measures or actions. What, how and when.

Until D8 required term is 60 days, this term depends on the nature of corrective actions:

D6 – Verification of corrective action. To close actions, verify corrective actions, and check effectiveness. Verification can be a picture, updated document...

D7 – Prevention . To extrapolate and/or transversalize these actions: to apply corrective action to similar product or process

To update Control Plan, update FMEA

D8 - Closure

Tajo Group will charge to Supplier all costs caused by the non-Conformity opened to Supplier, according to the principle causer responsible: costs of selections, stops of machines, urgent transports, charges of final customer...

An administrative cost will be included in every charge back according to the detection place as described in bellow paragraph.

The cost of open Nonconformities or charge back is different depending on where the defect is detected:

- 100€ if problem is detected during incoming inspection control
- 150€ if problem is detected during production and/or involving costs
- 200€ if Customer is who open the nonconformity (Customer of Tajo or Final Customer)

8. ESCALATION PROCESS.

An escalation is expected in case of negative performance of Supplier and/or in case of delay or missing answer, supplier out of target or claims with impact in Customer. In these cases, Purchasing department, in a first step the SQA and in second step, Purchasing Manager, can act against these situations and monitor their resolution.

In the case where the Supplier does not meet defined quality/delivery condition causing a critical situation at Tajo Group Plant or at our Customers, Tajo Group Plant will apply an Escalation Control. Based on the severity of the supplier caused situation, we define 3 escalated levels:

1. Level 1. Monitoring level.

CSL 1: 100% control in Supplier by internal people.

Supplier should delegate appropriate resources to ensure communication, actions definition and follow-up

- Entry criteria: 2 recurrences during 12 month (so 3 same defect claims)
- Time: 3 months
- Exit criteria: without defective in Supplier and in Tajo Group Plant or Customer

2. Level 2. Alarm level

CSL 2: 100% control in Supplier Plant by external company paid by supplier.

Product Improvement Program.

- Entry criteria: Another recurrence after application escalation Level 1
- Time: 3 months
- Exit criteria: without defective in Supplier and in Tajo Group Plant or Customer

3. Level 3. NBH. New Business Hold.

CSL 3: 100% control in Supplier Plant plus 100% control in incoming in Tajo Group Plant paid by supplier.

NBH. New Business on Hold.

Supplier Improvement Program

- Entry criteria: Again recurrence after application escalation Level 2
- Time: 3 months
- Exit criteria: without defective in Supplier and in Tajo Group Plant or Customer

CSL's targets, time and exit criteria will be defined by Quality of Tajo Group plant where supplier is delivering. The D-116 Escalation plan for critical suppliers document may be used to communicate the criticality of the situation to Suppliers.

9. SUPPLIERS' PERFORMANCE EVALUATION.

The performance of the quality of the product delivered or the Service provided, will be monthly monitored by the SQA. In the event of detecting a negative trend or a risk, reinforced measures will be taken, like 100% sorting, control audit... In such case Supplier will be promptly informed.

Every Supplier will be assessed twice per year and all measures taken result of the assessment must be registered.

This evaluation will be communicated to Supplier yearly, except in the case of a negative evaluation resulting of the performance of the first semester of the year. In such case, Supplier will be also informed in the middle of the year.

According to the NICP-02 the areas to be evaluated and weight of each area for material and components Suppliers are Quality 40%, Purchase 25% and Logistic 35%.

Engineering Suppliers will be evaluated according to the norm NII-01 and Service Suppliers according to the NICP-03.

An evaluation of each point will be assigned according to this satisfaction level, and in a percentage basis:

- Agree 4 points
- Satisfactory 3 points
- Partially agree 2 points
- Does not comply 0 points

In case of one question doesn't apply, the result must be divided between 100 minus the total of not applied point.

Possible not applicable points:

- Supplier audit: if Supplier was not audited (5%) the evaluation must be divided between 95 (100-5).
- IATF 16949: if IATF:16949 certification is out of the scope of Supplier: Traders case.

In the case where the same supplier obtains different scores at two different plants, the lowest score will prevail.

QUALITY	TARGET	RESULT	SCORE
Number of complaints: 4 points < 1NC/year or per 1 million of delivered parts for intensive suppliers 3 points =1NC/year or per 1 million of delivered parts 2 points NC number out of target 0 points high number of NNCC (In case of alerts, the nb of complaints rate will be reduced in 1%, so rate will be 9%)	10%	10,00%	4
PPM rating/ Rejections in case of Bulk Material: 4 points PPMs better than target / No rejection if BM 3 points PPMs aligned to target / Small quantity affected by rejection if BM 2 points PPMs out of target/ Entire batch rejected if BM 0 points High deviation of PPMs/Several rejected batches if BM	10%	10,00%	4
Corrective actions fully established and effective: No Recurrent problems (1 year)	5%	5,00%	4
Answer to 8D reports	5%	5,00%	4
IATF certification (In case of Customer requirement, a degradation rule applies from A to B)	5%	5,00%	4
Result of last process audit	5%	5,00%	4
	40%	40,00%	24
PURCHASING			
Supplier offers competitive price	5%	5,00%	4
There is a good communication between Supplier and Tajo: Supplier answers quickly and timely to our demands	10%	10,00%	4
Charge Backs: producing internal or external costs	10%	10,00%	4
	25%	25,00%	12
LOGISTICS			
Without disagreement in quantity, date or damaged delivery	15%	15,00%	4
Flexibility: Supplier offers alternative solutions in case of concerns	10%	10,00%	4
Without Urgent transports needed	10%	10,00%	4
	35%	35,00%	12
	100%	100,00%	48

According to this evaluation, the classification that may be obtained by suppliers will be as follows:

A	≥ 90 to 100%	Supplier capable: fully complies with our requirements
B	≥ 80 to 89%	Supplier capable but requirements not totally met
C	< 80%	Supplier does not comply requirements.

Purchasing department together with supplier's responsables of Plants will be established the actions to take with suppliers whose score has not been satisfactory.

The evolution of B Suppliers will be yearly monitored, and from this analysis could be derived corrective actions or continuous improvement activities.

Supplier must take and submit to us special actions in case of total classification C; these actions must be monitoring by Plant and Purchasing department. According to the assessment, if the conclusion is that they do not attain the quality and service levels required, the following decisions may be taken:

- To put Supplier for new business on hold
- Supplier's approval will be withdrawn, and it will be removed from the Approved Supplier Register (as long as there is an alternative supplier and this has no impact on our customers).
- A period of time may be given to Supplier to put right deviations, with the final decision being postponed

10. SUPPLIER CONTROL AUDITS.

Based on Supplier's Performance, Supplied Product's Criticist Matrix, and Quality certified System, Tajo Group will schedule yearly planning of Supplier Audits, a Supplier audit may be carried in following cases:

- In case of poor classification of Supplier, level C,
- In case of negative trend or risk detected, which could affect to quality, supplies or fulfillment of customer's regulation or safety requirements. In case of safety product or supplied process, should be verified the compliance with Safety procedure.
- To make Product and/or Process audits in Supplier location to verify corrective or preventive measures, Product validation in SOP, or to increase the control to Supplier.
- If Supplier loses ISO 9001 or IATF certification,
- In case of Supplier has not any quality certification from a third body, a yearly audit will be planned, in any case Customer approval should be requested
- If it is necessary to develop an Improvement Plant focused on Supplier's Quality System Management development.

Different formats for Audit will be followed: f.ex. Product Audit, Process Audit D-041, VDA 6.3, except if final customer requires a different model, like Formel Q, VDA6.3... An action plan will be requested to solve detected deviations.

A Self VDA 6.3 audit may be requested to Supplier in a yearly basis following Customer's requirement, but also in case of negative trend, in order to identify and limit potential risks generated by Supplier.

A yearly Product audit should be included into Supplier Control Plan and should be available upon request.

THROUGH THE COMMUNICATION OF THIS SUPPLIER QUALITY MANUAL, THE SUPPLIER IS INFORMED ABOUT TAJO GROUP INTERNAL REQUIREMENTS, AS WELL AS COMMON REQUIREMENTS OF OUR CUSTOMERS.

ANNEX TO SQM.

(The update of this page is out of documentary control)

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