



TRIANGLE'S



# PURCHASING POLICY

TRIANGLE'S COMPLIANCE 2024

## **OBJECT**

This Policy provides for the rules and procedures to be applied in commercial dealings with different partners and/or suppliers regarding the acquisition of material, products or services and complements the rules established in the Suppliers Code of Conduct, in force since March 1st, 2024.

## **SCOPE**

The provisions of this Policy apply to all agents, consultants and representatives, any business partners and any persons who represent and/or act in the name and on behalf of Triangle's or with whom Triangle's relates.

For the purposes of applying this Policy, Employees are members of the management and supervisory bodies, directors, employees or any person that, regardless of the relationship, exercise their functions at Triangle's.

Employees and commercial partners/Suppliers of Triangle's must fully respect the rules and principles set out in this Policy, regardless of the territory in which they are located or where they operate.

## **GENERAL RULE**

All employees must comply, in the exercise of their functions, with the legal and regulatory standards, national and international, applicable in matters of combating corruption and related crimes.

All suppliers of goods or services must comply, in the exercise of their functions, with the legal and regulatory norms, national and international, applicable in terms of social responsibility and human rights, as defined by the United Nations.

The application of this Policy does not prevent or exempt the application of any applicable rules of legal origin or of any nature.



Triangle's reserves the right to verify compliance with the supply rules set out in this document and may resort to audits carried out by external partners.

All suppliers identified as at risk are required to complete an annual questionnaire, and Triangle's may verify in-situ the veracity of the responses obtained.

## **SCOPE/ORDERS**

These terms and conditions of purchase apply to all services and supplies, excluding any other terms and conditions of the Supplier. Triangle's does not recognize any conditions of the Supplier that are to the contrary or differ from these terms and conditions, except with the express consent of Triangle's Executive Committee.

This policy applies even without prejudice of Triangle's having previously placed orders and/or accepted offers, goods or services without reservation and being aware of terms and conditions that are contrary or different from the Supplier.

Changes and alterations to orders are subject to confirmation, in writing, by Triangle's, namely insofar as they relate to the object of the supply.

Any order will be considered as a new offer for which Triangle's shall enter into a new contract with the Supplier, if the Supplier wishes to accept the offer. If the order is first placed orally, by email or fax, it must be followed by a formal written order.

The contract will only have binding effect if its content is that which results from the written order that is subsequently duly completed. Orders placed under a framework agreement will be binding with the finalization of the content and the execution of the corresponding delivery plans.

Triangle's has the right to demand changes, in terms of model and design, of the goods intended for delivery, if such obligation is imposed on it by an OEM or if such changes are necessary to prevent damage to third parties or to ensure compliance of the goods with recognized Purchasing Policy

technological rules or with laws and regulations. The Supplier shall comply with such changes, provided they are reasonable and satisfactory. The effects of said changes, namely regarding additional or lower costs and delivery dates will be duly established and agreement concluded between the Parties on reasonable terms, taking into account, where appropriate, the reasonable interests of Triangle's and the Supplier, in particular new agreements between the OEM and Triangle's, new technical developments, laws and regulations, as applicable. This provision shall apply mutatis mutandis (having changed what needs to be changed) to any service provided by the Provider Triangle's terms and conditions of purchase stated in this Policy apply to all future orders placed as part of its business relationship.

## **DELIVERY DATES**

The delivery dates and terms indicated in Triangle's order or delivery plan are decisive. These delivery dates and deadlines will determine the moment when the goods or services are received at the specific delivery point.

In case of risk of delay in delivery, the Supplier shall immediately inform Triangle's of the expected duration of the delay and the reasons for it. In the case of non-compliance with the dates or deadlines for reasons attributable to the Supplier, Triangle's has the right to claim compensation for the delay, and it is not necessary for it to reserve the right to claim compensation at the time of delivery. In case of contractual fines for late delivery, Triangle's may claim these amounts at the latest date until payment of the Supplier's invoice.

Partial deliveries received ahead of time will only be accepted with the prior written consent of Triangle's and will not be considered as fulfilment.

## **DELIVERIES**

Each delivery will be accompanied by a delivery note with the details

of the order.

Delivery will be made free of charge, at the Supplier's expense and risk, to the specified reception point.

## **PRICES AND PAYMENTS**

Prices include shipment to the point of receipt, including packaging, insurance, taxes and customs fees.

Payments will be made by Triangle's after verification of the corresponding invoice, although, in this case, Triangle's has not reserved this right.

Payments will be made upon receipt of the goods and the corresponding invoice.

As a general rule, Triangle's will make payment, exclusively through bank transfer, within 90 days of the invoice date, without excluding other specific payment conditions that can be negotiated with specific suppliers or supplies. Payment of the Purchase Order will only be made after reception and full acceptance by Triangle's of the Product or Service that conforms to its technical specifications and according to the commercial conditions of this Purchase Order.

Payments will be deemed made on the date of issue by Triangle's of the corresponding payment order.

## **QUALITY AND DOCUMENTATION**

The Supplier will be responsible for the compliance of its deliveries and services with the agreed specifications and guarantees, the recognised technology rules, safety and other provisions, namely European regulations, and the agreed technical elements (namely DIN and EN standards), as well as with the guaranteed features. On the other hand, the Supplier's deliveries and services must also comply with all laws, regulations and provisions of the countries to which deliveries and services are destined, provided the Supplier has such information. If the Supplier has reason to believe that the deliveries or services are

destined for countries other than the country of the reception point, the Supplier must carry out the necessary investigations with the Triangle's.

The Supplier shall, on reasonable terms, assist Triangle's in the implementation of the processes, quality planning, and shall comply with its specifications.

With respect to parts specifically labelled in technical documents, or by reference, or specific notes, or in agreements, the Supplier shall also maintain a specific record of when, in what manner and by whom they were checked to confirm that the items delivered meet the specifications contained in the documents and the results produced by the quality tests.

The Supplier agrees to provide, at reasonable hours and upon prior notice, access to its facilities to Triangle's, its customers and their representatives to inspect the production process, raw materials, works in course and finished goods, machinery and instruments used for the production of the goods, as well as their records.

## **SUPPLY SECURITY**

Through an independent guarantee promise, the Supplier warrants that it will be able to supply the products or types of products and spare parts of the supplied products for a period of 15 years from the end of series production of vehicles by the bicycle manufacturer, in which the products are assembled and, during the first 5 years, at a price no higher than that charged for the last deliveries of series production. The Supplier shall notify Triangle's in writing of the end of series production.

## **PRODUCT FAULT NOTIFICATION**

Upon receipt of the goods, Triangle's shall carry out a check of the goods within a reasonable time in order to identify faults that may be detected by visual inspection, measurement and weighing. Product faults detected in this way will be considered hidden defects. Triangle's shall not be required to carry out inspections involving removal of the



packaging, separation of individual parts from larger packaging, the use of chemical substances or physical inspection methods, the processing of tests and similar situations that require measurement or testing with molds, tools and other instruments or parts of equipment.

Triangle's shall notify and report any and all faults, hidden or otherwise, or deficiencies of the goods, on receipt or at any time after receipt, within the warranty period indicated in section 9 below, even if invoices have already been paid. In accordance with proper business procedure, Triangle's shall notify, the Supplier, in writing and without undue delay, as soon as it detects faults in the delivered goods. Accordingly, the Supplier waives any objection to late notification of product faults, unless made outside the period referred to in section below.

## **GUARANTEE**

In the event of a product fault in the object of delivery (goods), Triangle's shall have the right to demand further compliance, rejecting the entire delivery which must be replaced by the same delivery in terms of quantity and quality, rejecting the entire delivery without the right to replacement, termination of the Contract (with the right to compensation for damages), pursuant to Article 432 and Article 798 of the Portuguese Civil Code, or the reduction of the purchase price. If the Supplier fails to satisfy a warranty claim within the reasonable time allowed, Triangle's shall retain the right to correct the faults at the Supplier's expense. In the event of termination of the Contract, Triangle's shall have the right to terminate the Contract also in respect of goods that are in good condition and to claim the corresponding compensation for damage.

The following provisions apply to warranty periods relating to faults, taking into account special circumstances in the bicycle industry.

The expiration of the warranty period will be terminated by written notification of the product fault. The subsequent fulfilment by the Supplier through the replacement or repair of the delivered goods will

result in the restart of the warranty period, again, for recently delivered and repaired parts.

Supplier acknowledges and accepts that the parts delivered are for further use in the manufacture of cars and that bicycle manufacturers require from Triangle's particularly long warranty periods. The Triangle's is forced to adapt the warranty period for faults in respect of the Supplier to the periods imposed on it by the bicycle manufacturer, for whose production the object of delivery is ultimately intended. For this reason, the warranty period imposed on Triangle's by the manufacturer of such bicycle vehicles apply mutatis mutandis to its relationship with the Supplier. The Supplier will receive, upon its request at any time, a copy of the warranty provisions of the respective bicycle manufacturer. In addition, will give the Supplier the right (except where the bicycle manufacturer has imposed a confidentiality obligation on Triangle's) to verify at any time the terms of the warranty agreed between Triangle's and the respective bicycle manufacturer.

If the Supplier, exceptionally, does not know the warranty period agreed between Triangle's and the bicycle manufacturer to whom the parts to be supplied are intended, the following warranty period will apply: if the place of destination is outside North America (Canada, USA, Puerto Rico), the warranty period will end after a period of 60 months, or after the completion of a journey of 70,000 miles, from the initial registration of the bicycle or installation of the spare part, if later, and no later than 72 months after delivery of the goods to Triangle's damaged; if the destination is in another region, the warranty period will end after a period of 36 months or after the completion of a journey of 100,000 miles, from the initial registration of the bicycle or installation of the spare part, if later, and no later than 48 months after the delivery of the damaged goods to Triangle's.

In case of a serial product fault, i.e. a defect occurring in more than one delivered product, the Supplier shall immediately inform Triangle's. In such a case, Triangle's shall have the right to implement the measures to be taken under Section 9.1, with respect to all possibly affected goods, even if only a part of the delivered goods are actually affected



by such serial defect.

In the case of contracts for the provision of services, the statute of limitations applicable to claims by Triangle's ends three years after the provision of the service, unless the warranty period established by law is longer, in which case the statute of limitations established by law prevails.

## **RESPONSIBILITY AND DAMAGE**

The Supplier shall have the obligation to compensate Triangle's for all direct and indirect damage, whether in the event of consequential damage or in case of loss of profit, caused by a defect in a delivery (or defective parts of a delivery) for which the Supplier is responsible. On the other hand, the Supplier will be liable for any and all infringements to the laws and regulations applicable to said goods, for the breach of its contractual obligations and for any other legal causes that may be attributed to the Supplier.

In general, the obligation to compensate for damages applies in case of intent, fault or negligence of the Supplier in the damage caused.

Without prejudice to the provisions of section 10 above, in the context of claims based on the breach of strict liability arising from a legal provision that obliges Triangle's and the Supplier with respect to third parties (e.g. manufacturer's liability legislation), the Supplier will be liable to Triangle's to the same extent and amount as the Supplier would respond directly to this third provision. Triangle's will ask for reimbursement for damages, costs, expenses and indemnities when the inaccuracy in manufacture, delivery, operation or performance of the delivered product is the direct or indirect cause of the claim.

In the event of a claim against the Supplier, pursuant to the above provisions, Triangle's will use its best efforts to timely and fully inform the Supplier, giving them the opportunity to investigate the incident that caused the damage.

Indirect damages will also include costs incurred by Triangle's to ward off a hazard (for example collection actions), or costs it has to incur in Purchasing Policy

relation to third parties (e.g. bicycle manufacturers) and which have been caused by the Supplier.

Where the Supplier has an obligation to pay compensation for the damage caused, it shall also exempt Triangle's from any and all liability for claims by third parties.

## **INDUSTRIAL PROPERTY RIGHTS, PRODUCT FAULTS AND PERSONAL DATA**

The Supplier warrants that there is no violation of the industrial property rights of third parties (e.g. copyright, patents, trademarks and other intellectual property rights) by the object of delivery and its use in accordance with the contract, and that shall hold Triangle's innocent from any and all liability for claims arising out of such violations.

The Supplier is not liable for infringements of industrial property rights caused by the tools delivered by Triangle's or any other specifications transmitted by Triangle's to the Supplier in connection with the manufacture of the product in question.

The Parties shall comply with all provisions of Law 67/98, of 26 October and Regulation (EU) No. 2016/679, of 27 April 2016 (RGPD), with regard to the protection of personal data.

## **MANUFACTURING MATERIALS AND TOOLS**

Triangle's will retain ownership of the drawings, printed material, models, templates, samples, labels, films, tools, pressure rollers, among others (collectively defined by "tools"), which it provides to the Supplier. The Provider shall, at any time at the request of Triangle's, cease to use these tools and all rights attached thereto and immediately hand them over to Triangle's.

If such tools are made available or developed by the Supplier, the Supplier shall, at the request of Triangle's, transfer ownership and all intellectual or industrial property rights and know-how relating to said tools, as well as any and all further improvement or development of the tools referred to in the previous section, provided that said tools have

been developed in accordance with the instructions of the Triangle's or with financing, in whole or in part, thereof.

Under no circumstances may these tools and deliveries or intellectual property rights, or know-how about them, be transferred or otherwise be made available to third parties or be used by the Supplier for any purpose other than the fulfilment of the contract, without the prior written consent of Triangle's. Similarly, they may only be reproduced with the prior written consent of Triangle's.

### **FORCE MAJEURE AND TERMINATION**

If the Triangle's, for reasons of force majeure or due to unforeseeable circumstances beyond its control, such as disturbances in operation, strike, lockout, lack of means of transport or government orders, is prevented from accepting the supplies and services, it will not be considered to be in a situation of delay in acceptance. If the event in question lasts longer than two weeks, the Parties may terminate the contract for the part not yet received. Likewise, Triangle's also has the right to terminate, in whole or in part, without prior notice and indemnity, the contract, or to defer, on reasonable terms, the acceptance of the supply or delivery, provided that it immediately notifies the Supplier, at the time of the occurrence of the circumstance that prevents acceptance. In these cases, there will be no claims for damages.

On the other hand, Triangle's may demand the automatic termination of the contract, if it is aware of circumstances that the respective order will not be fully carried out or satisfied, for reasons of insolvency (when the conditions of insolvency question the nature of the obligations to be fulfilled by the Supplier) or due to the significant deterioration of the financial conditions of the Supplier, or other situation of bankruptcy, disruption of payments, as well as the disbanding of the Supplier, total or partial transfer of its company or commercial activity, subletting or any other change in the situation of the Supplier or its shareholder that affects the control or development of the respective company or commercial activity.

In the event of a resolution, for whatever reason, Triangle's shall have the right to return the goods, at the Supplier's expense and risk, or to keep them in a third-party warehouse.

In the event of termination of a contract for reasons attributable to the Supplier, the Supplier shall indemnify Triangle's for the damages suffered, given that the right to indemnity shall also specifically include the costs of purchase coverage and lost profit.

## **ENTITLEMENT TO DAMAGES AND RIGHT OF RETENTION**

The Supplier may only settle claims with the Triangle's in respect of uncontested credit rights or recognised by judgment not subject to appeal.

The Triangle's shall have the right to offset all claims, namely bills and checks, against all claims that the Supplier holds on it or on a company related to it within the meaning of Article 483 et seq. of the Commercial Companies Code, even though these credits have different maturity dates.

## **CONFIDENTIALITY**

Each party to the contract will use the documents (which include, specifically, samples, models and data) and knowledge to which they had access in the context of the commercial relationship, only for the common aims and objectives sought, and must maintain confidentiality in relation to third parties with the same diligence with which it would treat its own documents and knowledge, whenever the other party to the contract qualifies to them as confidential or has an obvious interest in keeping them confidential. This provision will remain in force after the termination of the commercial relationship. The Provider will endeavour to accept through its representatives, assistants and suppliers an identical confidentiality obligation.

Furthermore:

All information, formulations, drawings, models, tools, technical records,

processing methods, software and other technical and commercial know how supplied by the Triangle's or obtained by the supplier about our Group as well as working results achieved in connection therewith (herein- after "Confidential Information") shall be kept confidential by the supplier vis-à- vis third parties and may only be used in the supplier's own operation for the execution of Supplies to us and may only be made available to such persons who must have knowledge of the Confidential Information in the course of the business relationship and have been subjected to confidentiality in accordance with this provision. This shall also apply beyond the duration of the business relationship concerned, as long as and to the extent that the supplier cannot submit proof that the Confidential Information were already known to it at the time when they were obtained or that they were public knowledge or have become public knowledge subsequently without the supplier's fault.

All documents (e.g. drawings, pictures, test instructions), samples and models etc., which are made available to the supplier in the course of the respective business relationship, shall remain the property of the Triangle's and, upon our request and at our choice, shall be returned or destroyed at the cost of the supplier at the latest at the end of the business relationship concerned (including any existing copies, duplicates, extracts and reproductions). The supplier shall not be entitled to any retention rights.

The disclosure of Confidential Information shall not result in any supplier rights to industrial property rights, know how or copyrights and shall not constitute any pre-publication or any rights based on prior use in the meaning of the applicable laws on patent, design and utility models. Any kind of license shall require a written agreement.

## **ENVIRONMENTAL PROTECTION**

The supplier must ensure that the delivery object complies with the provisions of the applicable legislation in force in the field of Environment and Safety and Health at Work, both in Portugal and in the countries where the vehicles are delivered (where the vehicles must be

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assembled parts subject to delivery). It must also ensure that the specific requirements of Annex I are met.

The product must not be a source of danger for the Environment or for Health and, whenever feasible, the supplier must give preference to reusable packaging, to the detriment of disposable packaging.

In pursuit of the environmental sustainability objectives established by Triangle's, all suppliers and partners with profiles considered to be at risk/level A must have an environmental management system in place, whether certified or not.

All suppliers with production areas and with more than 100 employees must have their environmental management systems certified by the international standard ISO 14001 or the EMAS registration of the European Union.

All suppliers mentioned in the above points must monitor their environmental performance indicators, establishing goals and objectives for their improvement.

## **EMERGENCY STRATEGY**

Taking into account the special requirements of bicycle manufacturers, it is necessary to ensure that in the event of a failure beyond the Supplier's control, the supply of parts is maintained. Therefore, the Supplier agrees to maintain, as far as is reasonable, an emergency strategy for foreseeable disruptions to its activity, especially in the areas of public procurement, manufacturing, production and/or transport that may result in a restriction on the delivery of goods (especially with regard to delivery dates and quantities) or, if such a strategy does not yet exist, to develop and introduce such a strategy as soon as possible, in such a way that the risks of interference with the supplies is kept to a minimum. At the request of the Triangle's, it can at any time discover more about this emergency strategy. The Supplier shall, without undue delay, inform the Triangle's in case of disturbance or any other circumstance that could compromise the delivery of the goods.

## **ASSIGNMENT OF RIGHTS**

The Supplier will not assign or transfer any of the obligations or rights contained in the contract without the prior written consent of Triangle's.

## **GOVERNING LAW, PLACE OF EXECUTION, COMPETENT JURISDICTION AND ENTIRE AGREEMENT**

Portuguese law applies to all legal relationships between the Contracting Parties. The application of the United Nations Convention for the International Sale of Goods, dated 11 April 1980, is expressly excluded.

The place of fulfilment to execute the obligation to supply and services is the respective reception point.

Triangle's and the Supplier attribute jurisdiction to any claim or dispute arising from their legal relationship, with express waiver of any other possibly competent jurisdiction, to the courts of the district of Lisbon.

## **CORPORATE RESPONSIBILITY**

Triangle's has adopted Responsibility as a value and has developed a culture that actively involves Triangle's's Employees, Customers, Suppliers, Partners and other Stakeholders with local communities, recognising the importance of doing so in such a way supported by the objectives of Triangle's's business. Guided by the Group's Code of Conduct, all rights of its employees are safeguarded, and the same is expected of all Suppliers.

The Group has developed and issued a Human Rights and Work Conditions Policy that has to be strictly observed by our suppliers, that must enforce in their operation (internal and in their own supply chain) the principles and rules stated in said Policy. In this sense, it is, inter alia, prohibited for any Supplier, by any means, either directly or through its value chain to:

- a) Use child labour, regardless of whether it is remunerated or not;
  - b) Resort to slavery, modern slavery and human trafficking;
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- c) Use Forced or Compulsory work, regardless of whether this is paid or not;
- d) Resort to discriminatory practices, whether in hiring or retaining its employees. If the Triangle's becomes aware of any of these practices by its Supplier, it will immediately open an investigation process, reserving the right to cancel any supply contracts still in force.

In the unlikely event that the suspicions of non-compliance with the above provisions are true, the Triangle's reserves the right to demand from its Supplier a pecuniary indemnity for data that may be caused by the Supplier's failure to comply with these steps.

All suppliers rated A in the Supplier Risk Matrix (Annex II) or with more than 100 employees are required to fill in an annual questionnaire on their Social Responsibility policies. This questionnaire is sent by the Triangle's Purchasing department and failure to respond to it may make any future business relationships unfeasible.

## **PARTIAL DISABILITY**

The inaccuracy of any of the above provisions does not determine the irrationality of the other provisions of these terms and conditions.

Furthermore, the inaccuracy of any of the above provisions does not determine the total invalidity of the contract.

## **COMPLIANCE WITH REGULATIONS IN THE SUPPLY CHAIN**

Taking into account the special requirements of bicycle manufacturers and the demands that all tiers' suppliers must abide by, the Triangle's requires that its suppliers ensure the following:

In the case of the supply of machines and equipment governed by EU Directive 2006/42 (Machinery Directive), the supplier shall also deliver a declaration of conformity free of charge;

The supplier shall be responsible for the Supplies complying with relevant statutory as well as governmental regulations and standards and that, in Purchasing Policy



the case of a delivery and installation, the statutory provisions, in particular accident prevention regulations, will be complied with.

The supplier acknowledges that we as the manufacturer of components (goods and articles) are a downstream user within the meaning of the European Chemicals Regulation No. 1907/2006 ("REACH"), and guarantees to comply with all REACH provisions, in particular those which are required to be allowed to process, sell or market goods within the EU. The supplier acknowledges that, generally, breaches of REACH conformity will result in a defect in the respective substance, preparation or other components, goods and articles under the applicable law, and shall indemnify us from all claims, liabilities, expenses and damages (together "Claims") which are caused by the supplier due to a breach of the aforementioned REACH conformity, and shall support us in the legal defence against such claims at its own costs. The supplier undertakes to provide, at our request, all relevant IMDS, REACH, GHS data and other data required under export regulations free of charge.

The supplier shall be obliged to provide a so-called proof of origin for the goods, in timely manner with the required declarations about the origin of the goods according to commercial and preferential law as well as immediately report any change in origin without specific request. The supplier may have to prove its declaration regarding the origin of the goods by means of an information sheet confirmed by its customs office. If the supplier fails to comply with this obligation, the supplier shall be liable for all damages resulting therefrom.

In the event the supplier has supplied specimen (samples) at or before the conclusion of the purchase agreement, and that these samples have been tested and released by us pursuant to VDA Vol. 2, the supplier shall be obliged to make all Supplies and partial Supplies in the same quality and composition as the samples.

If required by law, before the delivery, the supplier shall have the goods to be supplied approved by an accredited test institute and the supplier shall provide the relevant test certificate.

The supplier undertakes to identify the usage of so-called "conflict Purchasing Policy

minerals" (in particular, tin, gold, tantalum, wolfram, tungsten) in its supply chain and to ensure with appropriate measures that the materials and components of the Supplies will not contain any "conflict minerals" within the meaning of Section 1502 of the US Dodd-Frank Act.

The supplier confirms to orient its business activities according to the ten universally recognised principles of the UN Global Compact of the United Nations (cf. also [www.unglobalcompact.org/what-is-gc/mission/principles](http://www.unglobalcompact.org/what-is-gc/mission/principles)) as highlighted in Article 22 of this document, for the areas of human rights, working standards, environmental protection and fight against corruption.

### **RULES APPLYING IN OUR PREMISES/LIABILITY PRIVILEGE**

Persons, who enter our premises in performance of a supply or repair Order shall be subject to the provisions of regulations and Health and Safety Policy;

All Suppliers performing services such as, but not only maintenance, support, training, must provide Liability insurance information and aptitude information of their employees working at our premises, before entering our gates

All persons, in vehicles or on foot, shall register upon entry, where they will receive instructions from our staff that have be followed, for their safety and the safety of all our team members. Children must be accompanied by an adult and animals are not permitted.

The supplier shall undertake to maintain a liability insurance with an appropriate cover for bodily damage, damage to property and/or pecuniary damage;

We are only liable for any accidents or damages caused by intentional behaviour or gross negligence, unless in cases of bodily injury.

**Document Control**

Document issued on: 1st March 2024

Version no: 1

Effective Date: 1st March 2024

Developed by: Supply Chain Department

Approved by: Executive Committee

## **ANNEX 1**

### **RELEVANT ENVIRONMENTAL AND HEALTH AND SAFETY REQUIREMENTS RELATED WITH THE PURCHASE OF PRODUCTS AND SERVICES**

Equipment for outdoor use (forklift trucks, lawnmowers, trimmers, high pressure washing machines, among others) must have EC marking and indication of the sound power level affixed to the equipment and EC Declaration of conformity.

Each Personal Protective Equipment (PPE) must have at least EC marking (visibly affixed), EC declaration of conformity (drawn up by the manufacturer or its authorised representative in the EU) and an instruction manual in Portuguese.

The monitoring and measuring instruments must contain an indication of the model, the approval mark and the manufacturing number. Measuring instruments must bear the EC marking and metrological marking.

Meters for water, gas, active electrical energy, continuous and dynamic measurement systems for quantities of liquids other than water, automatic weighing instruments, materialised measurements and dimension measuring instruments shall comply with the essential requirements defined in the applicable legislation in force; the measuring instrument must bear the EC marking and the supplementary metrology marking, come accompanied by all required documentation, including instructions and information, in Portuguese and the EU declaration of conformity.

The manufacturer or representative of wire ropes, hooks and steel round rod chains must issue a declaration of conformity containing the information required by the applicable legislation in force.

Lifting slings (flat slings) and lashing slings must be EC marked, EC Declaration of Conformity and comply with the requirements of DIN EN 1492-1 (flat slings) and EN 12195-2 (mooring slings).

Each machine and work equipment must have at least EC marking (visibly affixed to the machine), EC declaration of conformity (drawn up by the manufacturer or its authorised representative in the EU and instruction manual in Portuguese).

Each chemical product must be accompanied by a safety data sheet in accordance with the applicable legislation (at least, written in Portuguese and with 16 fields).

Equipment with refrigeration systems containing fluorinated greenhouse gases must clearly contain the following information: model, serial number, year of manufacture, refrigerant gas and quantity of refrigerant gas and equivalent tonnes of CO<sub>2</sub>:

- a) The equipment must have a label clearly indicating that the product or equipment contains fluorinated greenhouse gases and the respective quantities, and this information must be clearly and indelibly inscribed on the product or equipment.
- b) The instruction manual must indicate the global warming potential of the gases contained in the equipment.
- c) The company and its technicians must be certified and appear on the list of designated Assessment and Certification Bodies.
- d) The Pressure Equipment (ESP) must bear EC conformity marking, comply with the specifications of design, manufacture and conformity assessment, marketing and placement into service provided for in the applicable legislation in force.

## **ANNEX 2**

### **CLASS A SUPPLIER CLASSIFICATION CRITERIA**

Class A suppliers should preferably be certified by ISO 9001, or be on the process of certification within one year.

Type A suppliers are all those whose products or service has a direct impact on Triangle's's product quality, namely:

- components that make up the final product (inserts);
- aluminum;
- painting services;
- impregnation services;
- foundry services;
- screenings;
- product tests and calibrations;
- moulds and cuttings;
- clamping devices;
- special cutting tools;
- tool mechanisation services.

Other criteria can be applied in the classification of suppliers, taking into account the risk and impact of these on the activity of Triangle's.