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CHEMETALL S.A. Unipersonal assumes corporate policies and specifies its own Integrated Policy on Quality, Environment, Occupational Risk Prevention and Major Accidents, as well as the voluntary Responsible Care standard.

In our Values and Principles, we have assumed the obligation to prioritise quality, the environment, safety and health, following the principles of the voluntary 'Responsible Care' programme.

We are committed to:

- 1. Complying with the high safety standards for our employees, clients and the environment (Responsible Care).
- The end QUALITY of the product delivered to the client is the result of planned and systematic PREVENTION, DETECTION, CORRECTION AND CONTINUOUS IMPROVEMENT actions in all PROCESSES.
- 3. Contractual demands, agreed time frames and CLIENT SATISFACTION indexes are important criteria to establish a quality standard of our products and services.
- 4. Our clients' requirements on quality, the environment, occupational-risk and major-accident prevention, and contractual demands are conveyed to our SUPPLIERS and subcontracted companies.
- 5. QUALITY is a common task in all areas of the Company, with each of them assuming that they are a client and supplier of our organisation's processes.
- 6. Each CHEMETALL S.A. Unipersonal employee is responsible for the QUALITY, EFFECTIVENESS AND EFFICIENCY of their work and has the right to actively participate in matters related to OCCUPATIONAL RISK PREVENTION, for which they will have available all representative channels legally established by the Occupational Risk Prevention Act.
- 7. The General Directorate is responsible for FOSTERING the implementation of the policy and establishing the Objectives and Goals for the Integrated Management System, monitoring it via the INDICATORS and checking is execution with AUDITS.
- 8. CHEMETALL, S.A. Unipersonal is committed to an ACTIVE HEALTH AND SAFETY PROTECTION for its Collaborators, facilities and society in general.
- 9. CHEMETALL, S.A. Unipersonal will focus its preventive activities on avoiding risks and evaluating those which could not be removed.
- 10. In the determination of preventive measures, we will try and act on the source of the risks and, where appropriate, putting collective protection ahead of the individual one, taking into consideration any additional risks which may derive from it.
- 11. During prevention planning, we will search for a coherent set which integrates technique, work management, working conditions, social relations and the influence of environmental factors in the workplace.
- 12. CHEMETALL, S.A. Unipersonal is committed to carrying out its activity with utmost respect towards ENVIRONMENTAL PROTECTION, as well as to continuously improve its environmental practices by always using, where possible and economically viable, the best existing techniques.
- 13. We acknowledge our environmental responsibilities as manufacturers of chemical products, which is why we will continuously search for new ways and strategies to REDUCE THE ENVIRONMENTAL IMPACT OF OUR PROCESSES AND PRODUCTS throughout their whole life cycle.



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- I
   CHEMETALL, S.A. Unipersonal is committed to providing the necessary resources to carry out TRAINING in the fields of QUALITY, ENVIRONMENT, OCCUPATIONAL RISK PREVENTION and MAJOR
- in the fields of QUALITY, ENVIRONMENT, OCCUPATIONAL RISK PREVENTION and MAJOR ACCIDENT PREVENTION for its collaborators, thus facilitating their MOTIVATION and COMMITMENT in the execution of the established procedures and instructions.
- 15. We will comply at all times with the requirements of the LEGISLATION and REGULATIONS in force on issues of the ENVIRONMENT, THE PREVENTION OF OCCUPATIONAL RISKS, PREVENTION OF SERIOUS ACCIDENTS, LABOR and COMMERCIAL, establishing our own rules where they do not exist. Other activities covered by our policies and standards include: Personal Protective Equipment, Machinery Safety, Emergency Preparedness, Incident and Accident Management, Work Ergonomics, Chemical Handling, Fire Protection, Water Quality and Consumption.
- 16. We will reduce, where possible, the waste and emissions generated by our activities, minimising as much as possible the effect on the land which may occur due to their development. In addition to continuously improving the ENERGY EFFICIENCY of our operations by promoting resource-minimizing production.
- 17. CHEMETALL, S. A. Unipersonal, aware of the importance of safety and therefore establishes appropriate actions to prevent major accidents, both in existing facilities and in new or modified ones, as well as actions to follow in the event of major accidents.

Signed: Jaume Claur General Manager October 2022





# 2. MANUAL OBJECTIVE

This **SUPPLIER** Manual is intended to be the guide that **SUPPLIERS** of **CHEMETALL**, **S.A.U**. (hereinafter **CHEMETALL**) should follow to establish and maintain their technical-commercial relations.

It includes the requirements that **SUPPLIERS** must comply with in regard to:

#### **Direct material**

- Their own Quality Management based on standards ISO 9001 and IATF 16949:2016.
- Their own Environmental Management based on standard ISO-14001.
- Their Planning, Control and Improvement of Quality and Risk Prevention (ISO 45001).
- Actions to attain homologation as a supplier.
- Actions to attain homologation for their products.

#### Indirect material

- Positive evaluation (not a requirement) of the certification of ISO 9001, ISO 14001, ISO 45001 or other standards.
- Adequacy of the offer of the product and/or service and price.
- Level of customer service in case of doubts or adaptation to our expectations.
- Reactivity in the case of claims.
- Recent evolution history of the supplier (last 12 months) in relation to product or service quality incidents.

### 3. QUALITY ASSURANCE

**SUPPLIERS** and subcontractors must supply their products to **CHEMETALL** guaranteeing that the characteristics of each and every one of the batches delivered are within the specifications established in the Purchase Orders, <u>being fully responsible for any fault which may occur as a result of it.</u>

When the goods received do not meet **CHEMETALL**'s requirements, the **SUPPLIER** will receive a Nonconformity report which must be followed by, if required, an 8D process to respond to and solve the problem systematically, thus preventing its recurrence. The 8D report must be returned to the Purchasing Department within 10 calendar days. (3 complaints = 1 Nonconformity)

If **CHEMETALL** receives no reply within 1 month, it reserves the right to carry out an audit in the **SUPPLIER**'s facilities with the aim to find solutions or eliminate potential root causes of the problem. The costs resulting from urgent transport, reworks or inspections necessary for the recalled products must by covered by the **SUPPLIER**.

Incidents will have an effect on the Quality Evaluation of **SUPPLIERS** (see chapter 4).

In the event of disputes with our **SUPPLIERS**, these will be resolved following the guidelines in 'General Purchase Conditions' (Annex E).

The supplier must extend the quality requirements to its own suppliers.

### 4. SUPPLIER ASSESSMENT





**CHEMETALL** carries out a continuous evaluation and issues a yearly report which is sent to the **SUPPLIERS**.

The accumulation of nonconformities may result in loss of homologation as CHEMETALL SUPPLIER.

#### 4.1 Preventive assessment

The Supplier's Preventive Assessment is made according:

- 1. **General Assessment:** is carried out using the updated certifications of the quality systems ISO 9001, ISO 14001 and ISO 45001 (until March 2021, OSHAS 18001 is accepted) for all our suppliers.
- 2. Automobile supplier Assessment is carried out using the updated certifications of the quality system IATF 16949:2016.
- 3. Indirect Material Assessment.

### 4.1.1 General Assessment

By delivering these certifications, or in the absence thereof responding to Chemetall questionnaires (see annexes A1 and A2), we initially consider the Supplier as COMPLIANT.

FACTOR	RATING
Certification ISO 9001	9
Certification ISO 14001	3
Certification ISO 45001	3

#### 4.1.2 Automobile supplier Assessment

Only for those suppliers that provide products that are used in the automobile industry. The automobile supplier will be declared as COMPLIANT when they hold the IATF 16949 Certification or have been audited by a second-party auditor.

FACTOR	RATING
Certification ISO 14001	1
Certification ISO 45001	1
Certification IATF 16949	10

### 4.1.3 Indirect Material Assessment

For the evaluation of performance and follow-up of suppliers of indirect material which don't have a direct impact in the processes or services in automotive we have established the following factors (100 points):

 Positive assessment (not a requirement) of ISO 9001, ISO 14001, ISO 45001 or other standards Chemetall, S.A. Unipersonal – Supplier Manual – Ed. 19 – March 2023 Integal 6 of 16



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certification.

- Adequacy of the product and/or service offer and price.
- Level of customer service in case of doubts or adaptation to our expectations.
- Reactivity in case of complaints.
- Recent history of the supplier's evolution (last 12 months) in relation to product or service quality incidents.

FACTOR	RATING
ISO Certification	10
Adequacy of product/service offer	10
Level of Customer service	30
Reactivity to claims	30
Historical development (12 months)	20

### 4.2 Periodic assessment

Suppliers (direct material) will be annually classified in accordance to:

•	Management System Assessment:	1 - 15

Product/service Quality Assessment: 0 - 85

In accordance with this rating, suppliers will be rated as:

Class	Assessment	Rating	Qualification
A B	85 - 100 70 - 84	EXCELLE GOOD	NT
C	< 70	BAD	(To be reviewed)

Automobile suppliers will be assessed in accordance with the IATF Regulation.

The objective of supplier ranking is to reduce the number of controls carried out upon reception of goods thanks to the trust placed in them, thus reducing economic costs and corresponding waiting times in the reception area, management costs, stock levels, etc.

Chemetall, S.A. reserves the right to carry out any inspection it deems appropriate at the Supplier's facilities.

Indirect Material suppliers will be assessed in accordance with the criteria's mentioned before, keeping the same classification of suppliers A, B o C.

### 5. QUALITY SYSTEM

The Supplier is responsible for developing its own quality system based on the ISO-9001 or IATF 16949 standards whenever they are required. However, there is a series of minimal basic principles which must be followed:

### 5.1 Productive-process control

The Supplier will base its control of the productive process on SPC (Statistic process control) guidelines or by controlling 100% of their manufactured batches.

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## 5.2 Response to non-conformities (NCs)

The Supplier is responsible for investigating all cases of service and/or product non-conformity reported by Chemetall. Investigations must be based on a quality control tool (8Ds, Pareto-Ishikawa Diagram, 5 Whys, etc.). The responses based on the results of the investigation must be robust and generate remedial and/or potential actions that must be immediately communicated to Chemetall, within 10 days of the NC being reported, along with the implementation date and names of the individuals in charge. The Purchasing Department at Chemetall, under the supervision of the Quality System Manager, will monitor the NC sent to the supplier whenever a supplier fails to comply with the response period laid out in the NC report (10 days) or the response proves inadequate. In any case, the established time limit refers to the formal response from the concluded investigation, which must be sent by the supplier in the same format as the document "Supplier report", in PDF, having completed all required fields, such as root cause and defined actions, and sending the file by clicking on the "click here to e-mail" option within the PDF. If the supplier is unable to e-mail the document from within the PDF, the supplier must inform the person in charge at Chemetall of the situation and send the completed document by e-mail.

If the supplier remains unresponsive and fails to send a response/investigation, the senior management team at Chemetall will be notified in order to start monitoring the situation. This will reflect negatively on the supplier in the annual evaluation. We evaluate our suppliers on an ongoing basis, as Chemetall, S.A.U. is committed to working only with A-list suppliers.

#### 6. ENVIRONMENTAL MANAGEMENT SYSTEM

The Supplier must develop its own environmental management system based on standard ISO-14001.

Due to the type of material purchased externally by **CHEMETALL**, all of it must arrive identified in accordance with international transport regulations in regard to potential risks or damages, and must include a Safety Sheet, all of which to guarantee the correct handling, transport, disposal or discharge.

**CHEMETALL** notifies its main environmental requirements to all of its service **SUPPLIERS** and in general to all **SUPPLIERS** who may cause a significant impact on our facilities, with the aim to control and minimise all environmental aspects derived from its activity. This notification shall be sent out by the Purchase Department through Annex D ("Document on Environmental Requirements for External Companies").

In the event of a contract being established, the basic requirements shall be provided therein, and by signing it, the external company agrees to comply with them.

The head of SHE & Quality will define which requirements are notified to each company.

The service company shall be responsible for its staff's knowledge and application of the applicable requirements during the time they are working at the **CHEMETALL** facilities.

The head of subcontracted work will ensure that the guidelines set out are being followed. If not, they will initiate the nonconformity process.

A serious breach may result in a provisional interruption of the supplier's tasks. Accumulation of nonconformities by an environmental services supplier may result in losing its homologation as a supplier.

### 7. PRODUCT HOMOLOGATION



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The Supplier must deliver the products and/or raw materials without charge and in enough quantity to be able to proceed to their homologation, provided that the request is carried out by the Purchase and/or Technical departments.

The delivery of a series prior to its corresponding homologation will not be allowed.

Homologation is necessary for:

- All new or modified products and/or raw materials.
- All products that present a variation in the manufacturing process of any of their components or characteristics.
- Those for which it is advisable due to low-quality issues.
- Homologation of materials which have not been purchased in over two years must be revised.

### 7.1 Delivery of first samples

To start the homologation process, the supplier must provide the following information:

- Data sheet of the manufacturer for each material with complete specifications, indicating specification number and version
- Up-to-date MSDS in accordance with REACH regulations
- Analysis certificate or statistical evidence that the manufacturing process are able to meet our specifications
- Indication of control regulations for trials carried out at the request of CHEMETALL
- Country of origin
- Tariff heading
- Long-term supplier annual declaration

Always at the request of the Purchase/Quality Department, a sample of 250g. for solid materials or 500 c.c. for liquids (unless otherwise agreed) must be provided, with the sample adequately packaged and identified with a label that contains the following information:

- Material name
- Manufacturer name
- Production batch number
- Sample date

The samples, together with the documentation, must be delivered to:

#### Chemetall, S.A. Unipersonal.

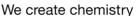
Departamento de Compras Paseo de la Ribera 107 08420 - Canovelles BARCELONA FAO Purchase Department

The Quality Department will revise all documentation and will return the Technical Specifications with their approval to the Purchase Department.

The Purchase Order will include: Number and accepted Specification Date.

### 7.2 Pre-series delivery





Once the specifications approval has been carried out, a pre-series delivery can be requested in order to proceed with the industrial trials in our facilities.

For each material sent to CHEMETALL, the following requirements must be met:

Chemetall

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- Size of packaging in accordance to Purchase Department specifications.
- Delivery note attached
- Completed Quality Assurance Certificate

Please note: If the supplier does not think that delivering a Quality Assurance Certificate for each production batch is feasible, they must come to an agreement with the **CHEMETALL** Quality Department regarding an alternative certification system.

- Packaging in accordance with ADR regulations, labelled with:
  - Name of supplier
  - Name of manufacturer
  - Name of material
  - Net weight in kilos
  - Gross weight or tare weight in kilos
  - Production batch number
  - Expiry date
  - Hazard indication in accordance with ADR
  - Storage conditions

### 7.3 Subcontracted suppliers for product manufacturing

**CHEMETALL** will carry out the Homologation of the Productive Process for the Subcontracted product, having previously signed a Supply Contract that includes a confidentiality clause. This homologation shall include the following documentation:

- Process flow chart
- Control Plan
- Documents of the agreed configuration:
  - Technical specifications
  - Safety sheet
  - Label
  - Packaging
  - Containers
  - Analysis certificates
  - Samples

**CHEMETALL** may access the supplier's facilities in order to verify whether the productive process meets their requirements.

### 7.4 Material homologation information

Once it has been verified that there is no existing problem with the pre-series material, containers and documentation, the Purchase Department will proceed to issue a purchase order as confirmation of the homologation.

The period of validity of a material homologation is two years from the last batch delivered. After that, a new homologation process must be initiated to verify its validity.





# 8. LEGAL AND OTHER REQUIREMENTS

The **SUPPLIER** agrees to comply with the applicable legal regulation in their country, the product requirements in their country and destination country and with the Specific Client Requirements (**CHEMETALL** and its clients).

Among other requirements, the following must be complied with:

- Directive 2000/53/CE, of the European Parliament and of the Council, of 18 September 2000, on end-of-life vehicles.
- IMDS Declaration (International Materials Data System).
- REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals).
- RoHS (Restriction of Hazardous Substances) Directive 2002/95/CE.
- Law 31/1995 on Occupational Risk Prevention (in Spain).
- Activity licence
- Environmental requirements.
- Supplier Code of Conduct

Additionally, the **SUPPLIER** agrees to <u>diffuse compliance with legal requirements throughout the supply</u> <u>chain</u>.

### 9. PROCESS CHANGES

#### 9.1 Changes on supplier's process/product

The **SUPPLIER** agrees to notify of any changes which may occur in the productive process prior to its implementation which may affect the product requirements or process control.

#### 9.2 Changes on customer's process/product

In case of changes regarding our **CUSTOMER**, Chemetall will proceed to return the raw materials to the corresponding supplier provided that:

- Product is not expired.
- Packaging is still sealed.
- No other Chemetall plant can use this product.

### **10. COMMUNICATION LANGUAGE**

The official communication language shall be Spanish and/or English.

### **11. PROCESS AUDITS**

**CHEMETALL** shall request the IATF 16949 Certification to the **SUPPLIER** whenever it deems it appropriate. If the **SUPPLIER** does not have this certification, the second-party audit will be carried out. If the selected **SUPPLIERS** comply with IATF regulations but are not certified by a third party, an audit will be carried out in accordance with automotive regulations. If they do not have a management system implemented in accordance with IATF 16949, second-party audits will be carried out in accordance with IATF 16949, second-party audits will be carried out in accordance with ISO-9001 plus "Minimum Automotive QMS Requirements for **SUPPLIERS"**.

If necessary, **CHEMETALL** shall notify the **SUPPLIER** about the audit at its facilities at least 15 days in advance, or **2 days** in the event of any claim. The **SUPPLIER** shall allow access to its premises and Chemetall, S.A. Unipersonal – Supplier Manual – Ed. 19 – March 2023 Integol 11 of 16





production facilities to carry out the second-party audit. Furthermore, and if necessary, the **SUPPLIER** shall provide an adequate response to the nonconformities which may derive from the audit, complying with a time frame of **20 days** after the last day of the audit to come up with an action plan, with the agreement with the **CHEMETALL** representative, and with a response to finalise the actions within **60** calendar days after the end of the audit.

# **12. IMPROVEMENT ACTIONS**

If the supplier's quality level decreases, **CHEMETALL** may require them to carry out second-party audits for their systems, processes and product, and request immediate improvement actions, as well as the monitoring and conclusion of agreed actions.

# 13. COMMUNICATION WITH CHEMETALL

The **SUPPLIER's** management must immediately notify **CHEMETALL's** Quality Management department in the event of any quality deviations in their products prior to delivery.

Furthermore, the **SUPPLIER** must notify **CHEMETALL** if any the following occur:

- Products that do not fully comply with the specification will require approval from **CHEMETALL** prior to delivery.
- Significant changes in the production process in accordance with the PPAP (Production Pieces Approval Process).
- Significant imbalance during the calibration of measuring equipment or trial, from which a suspect or non-conforming product may have derived and is already in possession of **CHEMETALL.**

# 14. CONTINGENCY PLANS

<u>Only for suppliers which CHEMETALL requires have the IATF Certification or that, without being</u> <u>certified, must comply with this regulation's requirements.</u>

With the objective of preventing risk due to emergency situations in accordance with automotive certification IATF 16949:2016, clause 6.1.2.3, the **SUPPLIER** is required to elaborate a Contingency Plan as real as possible in order to minimise consequences for **CHEMETALL** and its clients.

The Contingency Plan and its proper revision and update will be required during second-party audits.

### 15. BREACH OF MANUAL CLAUSES

Failure to comply with the clauses established in this manual will cause the Notification as Supplier "C" (To be reviewed) and it must be notified of the non-conformity regarding the performance carried out, and inform that improvement follow-up will be carried out. In the event that no improvement is detected by the supplier, the commercial activity will be terminated. Depending on the non-compliance and repercussions of Civil or Criminal Liability of the Product, it could give rise to settling the responsibilities in the judicial bodies.





# **16. ANNEXES**

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Annex – A1

# SUPPLIER QUALITY SYSTEM ASSESSMENT QUESTIONNAIRE

SUPPLIER DETAILS					
Address No of employees	Name Address No of employees Contact person				
PhoneFax		Email			
COMPANY REGISTER         YES, with an attached copy of the Company Register Certificate (by attaching this copy, completing this questionnaire is not required)         NO, but the company does have a Quality System in place (fill in questionnaire below)         NO, but the company is currently under preparation (fill in questionnaire below)					
<ol> <li>¿Has management defined the Quality Policy and Objectives?</li> <li>Does the company have an organisational chart?</li> <li>Is there a Head of Quality at the company? Name:</li></ol>	YES NO	<ol> <li>Are received goods inspected in accordance with specifications?</li> <li>Are intermediate processes inspected?</li> <li>Are finished products inspected?</li> <li>Is there a calibration plan for measuring and trial equipment?</li> <li>Are there marked areas for nonconforming products?</li> <li>Is there control of nonconforming products and corrective actions?</li> <li>Are there written handling, storage, packaging and shipping instructions?</li> <li>Are statistical techniques used?</li> <li>Is there a training plan and is it registered?</li> <li>Are there programmes of continuous improvement and are they registered?</li> <li>Is client satisfaction evaluated?</li> <li>Are the product's safety features taken into account?</li> </ol>	YES NO		
PLEASE NOTE: Please send the completed questionnaire to: <b>ORIOSVALDO PONTES - junior.pontes@basf.com</b> Head of Quality & EHS Management Systems Spain & Portugal Questionnaire filled in by					
PositionFax					
Chemetall, S.A. Unipersonal		SUPPLIER:			
SignatureDate/		SignatureDate/			





Annex – A2

#### SUPPLIER ENVIRONMENTAL ASSESSMENT QUESTIONNAIRE

1 COMPANY DETAILS					
Name:					
Address:					
Phone:	Fax:	Email:			
Main activity:					
Products or services sup	oplied:				
In the event of any link w	ith any other company ne	ease state and include type:			
In the event of any link w	itil ally other company, pic	ease state and include type.			
2MANAGEMENT SYSTE	MS				
			YES	NO	N/A
		an Environmental Management system,			
thus complying with the	requirements of internation	nal standard ISO-14001 or equivalent?			
Diagon ottoch contification	_				
Please attach certification		ulate the supetion pairs)			
(if certification is attache	d, you do not need to com any intend to obtain any c	plete the questionnaire)			
2.3 Which one?	bany intend to obtain any c				
	date for its attainment and	d attach action plan (implementation).			
3. ENVIRONMENTAL PRO					
3. ENVIRONMENTAL FRO	DIECTION		YES	NO	N/A
2.1 Deep the company h	ave an anvironmental auth	erication or license?	TLO	NO	IN/A
	ave an environmental auth				
Please attach latest resolution (if affirmative, you do not need to continue) 3.2. If you have sources of polluting emissions, are regulatory air-pollution controls carried					
out?	or polluting emissions, are	regulatory air-pollution controls carried			
Please attach certificate.					
	wago disposal, do you ba	ve a disposal authorisation?			
3.3. In the event of raw sewage disposal, do you have a disposal authorisation? Please attach authorisation.					
	ave a Waste Producer Cod	la?			
Please attach copy					
	rried out a noise study out	side the facilities?			
Please attach copy	The car a noise study out				
3.6. Has the company car	rried out a subsoil-quality	studv?			
Please attach copy					
	eived a claim or penalty re	elated to environmental issues?			
			1	I	1

N/A: Not applicable

Completed by: Position:

Date, signature and stamp





Annex - D

#### ENVIRONMENTAL REQUIREMENTS DELIVERY FORM TO EXTERNAL SUBCONTRACTED COMPANIES

# SEWAGE DISPOSAL

The disposal of any substance to the company's internal sewage system or to the Congost river is strictly prohibited.

The subcontracted company shall have auxiliary and cleaning material to act in the event of accidental disposal (filters, absorbing material).

In case of doubt or an emergency situation, the personnel of the subcontracted company shall urgently contact the **CHEMETALL** personnel for indications to follow in the event of accidents, e.g. an accidental disposal.

# **5.2. WASTE GENERATION**

The subcontracted company shall remove the waste generated in the facilities provided it has previously been authorised by Chemetall to do so.

If it does not have authorisation, it shall contact the SHE & Quality department to find out where the waste must be disposed.