

# GLOBAL PROCUREMENT POLICY

**Fluidra Group**

Chief Operations Officer

Approved by the Board of Directors on February 24, 2026

The Fluidra logo is displayed in a bold, white, sans-serif font. It is centered within a large, white, abstract shape that resembles a stylized drop or a wave, set against a dark blue background. The shape is composed of two main parts: a larger, rounded upper section and a smaller, curved lower section that tapers to the right.

**FLUIDRA**

## Document information

<b>Title</b>	Global Procurement Policy
<b>Category</b>	Policy
<b>Description</b>	To ensure consistent procurement of goods and services across the company, guaranteeing quality, efficiency, sustainability, and ethics in all our transactions.
<b>Scope</b>	Applicable to all Fluidra companies
<b>Sponsor</b>	Chief Operations Officer
<b>Effective date</b>	January 1st, 2026
<b>Version</b>	1.0
<b>Last review date</b>	July 10th, 2025

# Index

## **1. Purpose and scope of application**

**1.1.** Purpose

**1.2.** Scope of application

## **2. Terms and definitions**

## **3. Commitments**

## **4. Supplier Selection**

**4.1.** Procurement Involvement

**4.2.** Competitive Bidding

**4.3.** Responsible and sustainable selection and qualification

## **5. Supplier performance and Risk Management**

## **6. Executing Contracts and Purchase Orders**

**6.1.** Contract Usage Requirements

**6.2.** Emergency Purchase Orders

## **7. Confidentiality Agreements**

## **8. Payments**

## **9. Compliance**

## **10. Training and Communication**

## **11. Transparency**

## **12. Approval, review and supervision**

## **13. Review history**

## **Appendix I – Example of Request for Proposal**

## **Appendix II – Example of Request for Quotation**

## **Appendix III – Example of Confidentiality Agreement**

# 1. Purpose and scope of application

## 1.1. Purpose

The Global Procurement Policy of Fluidra aims to ensure the efficient and ethical procurement of raw materials, components, services, fixed assets and externally manufactured goods at Fluidra Group, prioritizing quality, cost-effectiveness, sustainability, and compliance with legal and company standards.

Fluidra shall further develop and implement the necessary procedures to complement and support the effective application of this policy.

## 1.2. Scope of application

Applies to all purchases of direct materials (raw materials, components, and manufactured goods) and indirect materials (services, office supplies, IT, and fixed assets) across Fluidra globally.

# 2. Terms and definitions

For the purposes of this document, the following terms and definitions apply (in alphabetical order):

**Contract:** An agreement between a Fluidra entity and a supplier that specifies the terms and conditions under which goods or services will be procured. Both a Purchase Order and a Purchase Agreement are Contracts.

**Fluidra Delegation of Authority (DoA):** A policy that establishes a matrix with the principal guidelines for Fluidra's management, indicating the authority delegated by the Board of Directors.

**Purchase Agreement:** An agreement between a Fluidra entity and a supplier involving a more complex transaction or series of transactions or where the goods or services will be delivered over a period longer than one year.

**Purchase Order or Service Order (each, PO):** An agreement between a Fluidra entity and a supplier involving a relatively simple transaction where the goods or services will typically be delivered within one year.

**Tender Record:** A document used to detail all competitive tenders and other key tender information.

### 3. Commitments

This policy is aligned with and complements other company policies and codes such as the Supplier Code of Ethics, Risk Management Policy, Environmental, Social, and Corporate Governance (ESG) Policy and Health, Safety and Environment Policy, Fixed Assets Process and the Product Compliance Approval Policy for the commercialization of third-party products.

This policy reflects these commitments:

- **Quality & Cost Efficiency:** Ensuring best value without compromising standards.
- **Sustainability:** Prioritizing suppliers who integrate environmental, social, and economic factors into their practices.
- **Ethical Procurement:** Adhering to international human rights standards, labor laws, and fair trade practices.
- **Risk & Compliance:** Managing supplier risks and following legal and corporate policies.
- **Due Diligence:** Fluidra is committed to thoroughly analyzing its suppliers to identify, prevent, correct, mitigate, and/or eliminate any potential or actual social and environmental.
- **Customer Centricity:** While value and costs are important factors when selecting suppliers, those who best meet ours and our customer's needs in terms of Quality and Service will distinguish themselves during the bidding process.
- **Product and material safety and regulatory compliance:** Fluidra ensures that products that suppliers manufacture and/or distribute comply with the applicable regulations. By accepting our Supplier Code of Ethics, suppliers commit to taking appropriate measures to identify the use of minerals from conflict-affected and high-risk areas, actively protect local biodiversity, support land conservation where possible, operate in ways that prevent deforestation, and progressively increase the use of third-party verified raw materials. In addition, suppliers shall avoid sourcing raw materials from sites recognized as globally or nationally important biodiversity areas.

### 4. Supplier Selection

Fluidra follows a structured supplier selection process to ensure the best value, sustainability, and compliance in all procurement activities.

## 4.1. Procurement Involvement

Procurement must be involved prior to supplier selection in any case except for the following:

- Local categories whose estimated annual spend does not exceed the thresholds specified in the corresponding internal procedure.
- If Procurement grants permission for the supplier to be selected without their involvement.

Purchasing Categories will be managed by the procurement global Category Manager.

The detailed classification of categories and corresponding spend thresholds are established and maintained through internal Procurement procedures.

## 4.2. Competitive Bidding

- A **competitive tender** is required to ensure Fluidra secures the best total value for goods and services, while promoting equal opportunities. Obtaining multiple offers for a product or service is mandatory depending on the thresholds specified in the corresponding internal procedure.
- A **Request for Proposal (RFP)** and a **Request for quotation (RFQ)** must be used when it is necessary to solicit offers for goods and services in the market as well as price quotations for specific purchases. An example of an RFP and RFQ is included in **Appendix I and II**.
- **Waivers for competitive bidding** require approval from the Procurement Director and must be justified with documentation. Bid Waivers are not required if the value of goods and services to be purchased is below the thresholds specified in the corresponding internal procedure.

Any multiyear agreement must be formalized in a legal contract reviewed by the Fluidra legal department.

## 4.3. Responsible and sustainable selection and qualification

Supplier selection considers total value, including price, service, quality, reliability, innovation, and sustainability practices. All suppliers must accept and comply with Fluidra's Supplier Code of Ethics, ensuring alignment with ESG and ethical procurement standards.

The Supplier Qualification Procedure defines the minimum criteria (environmental, social, corporate governance, regulatory compliance, information security, and financial) that suppliers must meet to work long-term with any Fluidra Group company, including ESG evaluations via questionnaires and regular audits. Based on these evaluations and audits, Fluidra qualifies its suppliers, as detailed in the Supplier Qualification Procedure document, which complements this policy.

Complementarily, the Supplier Manual defines the requirements for the Fluidra Quality Management System and specifies that supplier evaluations will be conducted to ensure compliance, performance, and quality standards.

Through ESG or quality evaluations, if non-conformities are detected, Fluidra requires suppliers to establish and implement effective corrective and preventive actions to address these issues and support continuous improvement.

## 5. Supplier Performance and Risk Management

An approved vendor master file will be maintained and updated at the Company level, together with the vendor key Performance Indicator that monitors vendor performance. The main suppliers are tracked based on a Scorecard, Preferred Supplier program and KPIs in different aspects, providing greater transparency regarding performance and expectations.

For Fluidra, supplier risk management is essential for decision-making in the procurement process. This process includes assessing financial stability and solvency, operational risks, quality risks, ESG risks, business continuity risk, and cybersecurity risks for priority suppliers. Identified issues are analyzed, and decisions may include excluding a supplier or contract.

## 6. Executing Contracts and Purchase Orders

### 6.1. Contract Usage Requirements

Contracts must be in place to support all direct purchases and to allow appropriate and independent verification of supplier invoices. Indirect purchases may be exempt from requiring formal contracts, but internal personnel must still follow regional procedures for order issuance or service request and approvals.

- **Purchase Orders (POs):** Used for one-time transactions or standard purchases expected to be delivered within one year.
- **Purchase Agreements:** Required for long-term engagements, high-value contracts, or complex procurement, ensuring clarity on terms, pricing, and delivery schedules.

#### Fluidra Contracts

A review of the Legal Department is required prior to formalizing the legal contract. For pricing agreements, a legal review may not be required.

#### Emergency Purchase Orders

In urgent situations where immediate procurement is necessary (e.g., production shutdowns, safety hazards), a purchase may be made before formal PO issuance.

Such purchases require written approval from the designated authority and must be formally documented afterward.

## 7. Confidentiality Agreements

All Suppliers where confidential information is disclosed must sign a Non-Disclosure Agreement (NDA) before Fluidra can provide any information. The NDA document must be signed by the authorized person of Fluidra and an officer of the Supplier's formal business entity. An example of a NDA is included in **Appendix III**.

## 8. Payments

Payments are made only to approved suppliers under contract terms.

Advance Payment authorizations are specified in the DoA document.

## 9. Compliance

Compliance with the Global Procurement Policy is mandatory. Any exceptions to this Policy must be reviewed and approved in advance by the Global Procurement VP. Failure to comply with this Policy could result in disciplinary action.

Fluidra will ensure that all employees involved in procurement activities are not in situations of conflict of interest. A conflict of interest occurs when a procurement-related decision or action may be influenced, directly or indirectly, by the personal interests of a Fluidra employee or of third parties with whom they have a personal or professional relationship.

All employees involved in procurement activities are expected to act with objectivity, transparency, and integrity, avoiding even the appearance of a conflict of interest, as this could undermine trust in Fluidra's processes and damage the company's reputation.

When employees of the Fluidra Group become aware of a possible conflict of interest situation, they must refrain from participating in the decision-making related to the conflict and must inform Fluidra's Compliance Department of the possible conflict of interest.

## 10. Training and Communication

Fluidra will ensure that all employees involved in procurement, including new hires, are informed about the Procurement policy through internal communication and training initiatives. This guarantees that those participating in procurement processes have all the necessary information to comply with the guidelines established in this policy.

## 11. Transparency

Fluidra is committed to transparency. This policy is permanently published on our website and accessible by all our internal and external interested parties. Any change to this policy will be communicated.

## 12. Approval, review and supervision

This Policy came into force on **January 1st, 2026** by approval of the **Fluidra Group Board of Directors**.

The Chief Operations Officer shall supervise the extension of this Policy to the subsidiaries and entities of the Fluidra Group that are part of its scope of application.

The Chief Operations Officer, as the responsible for this Policy, shall periodically supervise its application.

At least once a year, or upon the occurrence of any event that requires a change in this Policy, the Chief Operations Officer, as the responsible for it, shall proceed to carry out the review, approval, and extension processes to the subsidiaries, as applicable.

## 13. Review history

Version	Date	Control changes description	Sponsor
1.0	January 1st, 2026	Approval of version 1.0	Chief Operations Officer

# Appendix I – Example of Request for Proposal

## 1. INTRODUCTION

Fluidra, a Spanish multinational group founded in 1969, is a global leader in the pool and wellness sector, with a strong track record in developing innovative products and services for both residential and commercial pools worldwide. Fluidra has a clear mission: to create the perfect pool and wellness experience in a responsible manner.

Fluidra operates in over 45 countries through its subsidiaries. We have more than 135 sales offices and 30 production centers around the world, as well as strategically distributed logistics platforms that support our production and distribution centers. This global platform enables Fluidra to distribute a wide range of versatile products tailored to the unique characteristics of each region and client.

Our team comprises over 7,000 employees from more than 45 countries, each bringing unique experience and expertise. Thanks to this multicultural background, Fluidra can fully understand and adapt to its customers' needs.

Fluidra's portfolio includes some of the most recognized brands in the industry, such as **Jandy®**, **AstralPool®**, **Polaris®**, **Cepex®**, **Zodiac®**, **CTX Professional®**, **Certikin**, and **Gre®**. It also includes more specialized brands that complement the services provided by these leading brands to both direct and indirect customers: **Aqualink**, **Laghetto**, **Cover-Pools**, **AquaForte**, **Nature Pools**, **Idegis**, **Ignia**, **MTH Sunnypools**, among others.

## 2. PROJECT DESCRIPTION

[\*]

## 3. REQUEST DESCRIPTION

This request focuses on:

[\*]

## 4. SUPPLIER DASHBOARD

Fluidra is committed to maintaining an open and transparent dialogue with our suppliers and identifying opportunities to improve our relationship. To this end, Fluidra undertakes the following actions:

- Periodic business reviews.
- Regular evaluations of service level.

- Identification of improvement opportunities.
- Joint development of new products and solutions.

The goal is to constantly optimize the relationship with suppliers and improve the quality of service.

## 5. TENDER CALENDAR

FLUIDRA reserves the exclusive right to change or modify this schedule.

Activity	Responsible	Start Date	Due Date
[*]	[*]	[*]	[*]
[*]	[*]	[*]	[*]

## 6. PROPOSAL SUBMISSION

[\*]

## 7. PROPOSAL CONTENT

[\*]

## 8. QUESTIONS AND CONTACT

Suppliers may submit questions regarding this RFP or the RFP process. Responses to all questions will be sent to all Bidders participating in the RFP process or to selected Bidders, at FLUIDRA's discretion.

FLUIDRA has a dedicated team for this RFP. A representative has been appointed to interact with all Suppliers. All contact and questions regarding this RFP must be directed to the FLUIDRA representative identified below.

Contacting other FLUIDRA personnel regarding this RFP without prior consent from the FLUIDRA representative below constitutes a violation of this contact restriction and may disqualify the Bidder from consideration.

Please direct any questions to:

**Name:** [\*]

**Title:** [\*]

**Email:** [\*]

## 9. CONTRACTING TERMS

**Price Validity:** Throughout the contract term, the provider must maintain the initially agreed prices and discounts, notifying any changes to the base rate or offered model in advance.

**Payment Terms:** [\*]

**Supplier evaluation:** It will be an essential requirement for becoming a Fluidra supplier that the provider is registered on the supplier qualification platform determined by Fluidra. Registration may begin once the process has been awarded and must be completed prior to contract signing and the placement of the first orders.

**Fluidra Code of Ethics:** The supplier must also sign Fluidra's Code of Ethics for Suppliers, included in [\*].

## 10. Main Beneficiary Companies

This list is for informational purposes and may be subject to changes during the term of the framework agreement to be signed.

[\*]

## 11. Main Beneficiary Companies

The following SLAs must be met:

[\*]

## 12. Evaluation and Selection Process

The offer evaluation process will be based on the following criteria:

**1. Economic Criteria:**

- Unit pricing and % discount offered, including all associated services.
- Transparency in additional costs.
- Additional value-added services (at no extra-cost for Fluidra)

**2. Technical Criteria:**

- Compliance with technical specifications.
- Quality of the offered equipment and its capacity for technological innovation.

**3. Services and Support:**

- Ability to meet delivery times.
- Quality of technical support and maintenance throughout the contract.

**4. ESG and Continuous service Improvement:**

- Commitment to sustainability and environmental responsibility.
- Ability to implement continuous improvements in the service.

**13. OTHER PROVISIONS**

[•]





## Appendix III – Example of Confidentiality Agreement

### MUTUAL NON-DISCLOSURE AGREEMENT

In [•], on [•] [•], [•]

This Agreement is executed by and between:

**[FLUIDRA GROUP COMPANY]**, a corporation organized under the laws of [•], having its registered office at [•], and holder of tax identification number (N.I.F) [•], duly represented by [•] acting as [•] of the company (hereinafter, "**Fluidra**");

and

[•], a corporation organized under the laws of [•], having its registered office at [•], and holder of tax identification number (N.I.F) [•], duly represented by [•] acting as [•] of the company (hereinafter, "[•]");

[•] and [•] shall hereinafter also be referred to as "**Party**" individually or as the "**Parties**" collectively, as the case may be.

The Parties hereby acknowledge that they have the full and necessary legal capacity to enter into and execute this agreement,

### WHEREAS

- I. The Parties are the owners of certain data and information which they are entitled to disclose and they consider it Confidential Information, as defined below.
- II. [•] and [•] intend to exchange Confidential Information for its evaluation and analysis in order to decide their interest in entering into further negotiations in relation to [•] (hereinafter, the "**Purpose**"). Henceforth, The Party disclosing Confidential Information shall be referred to as the "**Disclosing Party**" and the other Party shall be referred to as the "**Receiving Party**".
- III. Now, therefore, having reached an understanding on the foregoing, the Parties have agreed to enter into this Mutual Non-Disclosure Agreement (hereinafter, the "**Agreement**"), which shall be governed by the applicable legislation and, in particular, by the following

### CLAUSES

#### 1. DEFINITION OF CONFIDENTIAL INFORMATION

"**Confidential Information**" means any technical, trade or business information owned, possessed, obtained or developed by the Disclosing Party which is disclosed to the Receiving Party, both before and after the date of this Agreement, in contemplation of, or in connection with this Agreement or the Purpose, including, but not limited to the following types of information and other information of a similar nature (whether such information

is provided in written, oral, graphic, pictorial or recorded form or stored on computer discs, hard drives or digital or any other electronic medium): formulations, techniques, methodology, formulae, procedures, equipments, protocols, moulds, data, reports, records, computer programs, manuals, plans, concepts, software in various stages of development, designs, drawings, know-how, marketing techniques, material and development plans, sources of supply, patents, relationships with consultants and employees, information belonging to Disclosing Party's suppliers, licensors, agents, affiliates, customers, potential customers or others, business plans and business developments, internal financial data, information concerning the existence, scope or activities of any research, development or manufacturing project of the Disclosing Party or any other material of Disclosing Party.

The existence of this Agreement as well as its terms and conditions and the existence and content of the discussions, communications, and activities of the Parties in relation to the Purpose shall be also considered and treated as Confidential Information.

The term "Confidential Information" does not include information which:

- a. at the time the information is provided to the Receiving Party, or later, was in the public domain (otherwise than due to a breach of the Agreement by the Receiving Party);
- b. was lawfully and in good faith made available to the Receiving Party by a third party who did not obtain it from the Disclosing Party illegally or breaching any confidential obligation; or
- c. was already known to the Receiving Party prior to the time it was disclosed hereunder, other than under circumstances of confidentiality, as evidenced by the Receiving Party.

## 2. CONFIDENTIALITY, NON USE AND REMEDIES

- 2.1** The Receiving Party shall not directly or indirectly publish, disseminate or otherwise disclose, deliver or make available to any person the Confidential Information and shall use the Confidential Information solely for the Purpose or for such other purposes as may be agreed by the Parties in writing. The Receiving Party may only disclose Confidential Information to persons within its organization who have a need to receive such Confidential Information for the Purpose of this Agreement.
- 2.2** The Parties shall use and shall cause its employees, officers, directors, managers and representatives to use, at least that standard of care with respect to protecting Disclosing Party's Confidential Information that it uses to protect its own proprietary and confidential information (but in no event less than reasonable care).
- 2.3** In the event that the Receiving Party is obligated to disclose Confidential Information to any public or governmental authority or by order of a competent jurisdiction Court, the Receiving Party must obtain the Disclosing Party's prior consent as to allow Disclosing Party to take all possible measures to limit the scope of such disclosure.
- 2.4** Parties are completely responsible for and shall indemnify and hold the other Party harmless from direct damages caused as a consequence of the breach of all or some of the obligations established herein, wrong conduct, or guilty or negligent action in relation to the Confidential Information.
- 2.5** Both Parties undertake that except the other Party's prior written consent, they shall not for a period of one (1) year as from the Effective Date: (i) offer to employ or enter into services of an employee of the other Party or facilitate the making of any such offer by any other person of the relevant Party; (ii) solicit or procure any employee of the other Party to leave, or make any attempt to do so, whether or not the employee would commit a breach of contract in leaving their employment. Nothing in this paragraph shall prohibit a Party from employing or offering to employ any person who responds to a general employment advertisement not specially directed to such person.

## 3. TERMINATION AND RETURN OF CONFIDENTIAL INFORMATION

**3.1** This Agreement shall expire in the term of [•] ([•]) year/s from the date of signature of the Agreement (the “**Effective Date**”) or earlier due to an agreement met by both Parties.

Prior to expiration, however, any of the Parties may terminate this Agreement immediately upon written notice to the other Party if it determines that the other Party has breached its confidential obligations.

Nevertheless, the obligations of non-disclosure of Confidential Information and limitations on the use of Confidential Information set forth in this Agreement will expire in two (2) years from the expiration or termination of the Agreement by any cause.

**3.2** Upon expiration or termination of this Agreement by any cause or in case of termination of the negotiations regarding the Purpose, the Receiving Party shall upon request of the Disclosing Party and at the discretion of the Disclosing Party: (a) immediately return to the Disclosing Party the Confidential Information, including any copies thereof; or (b) destroy all memoranda, notes and other documents and records (to the extent practicable in the case of electronically stored memoranda, notes, other documents and records) prepared by it based on or relating to the Confidential Information.

#### 4. MISCELLANEOUS

**4.1** This Agreement does not imply any transfer of ownership or any right, title or interest in, or any license under any of the Confidential Information to the Receiving Party other than that specially provided for herein.

**4.2** The Confidential Information and any consequent result from the Confidential Information are owned by the Disclosing Party. Therefore, any result obtained by the Receiving Party derived from the Confidential Information will automatically imply the inclusion of such results in the scope of this Agreement.

**4.3** No rights or obligations other than as set forth herein arise from this Agreement. Neither Party will have any obligation to enter into any further agreement with the other Party.

**4.4** Unless expressly set forth herein, the Parties may not assign or transfer this Agreement, or the rights and obligations arising from it to third parties without the prior written consent of the other Party. No consent shall be required in case of assignment or transfer by [Fluidra Group Company] to its subsidiaries or other companies in its group, transfer by merger, transfer of assets, conversion, dissolution or any other restructuring procedure caused by the transfer of all or part of the capital or assets of [Fluidra Group Company].

**4.5** All notices, demands, requests and any other kind of communication required by the Parties in connection with this Agreement shall be made in writing and sent by means providing notice of receipt or hand delivered to the addresses first above written, or to such address and/or emails as either Party may notify **to the other**.

#### 5. APPLICABLE LAW AND JURISDICTION

This Agreement and any disputes arising under or in connection with it shall be governed by the laws of [Spain or the Jurisdiction where Fluidra Group Company is located as a preference], without giving effect to the principles of conflicts of law thereof. The Parties submit any controversy arising hereunder to the exclusive jurisdiction of the courts sitting in the city of [Barcelona or the place where Fluidra Group Company is located as a preference].

**IN WITNESS WHEREOF**, the Parties expressly accept the content of this Agreement, mutually agreeing to its formalization through the use of advanced electronic signature, which has full and absolute legal validity, for all purposes.

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By: [•]

Name: [•]

Title: [•]

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By: [•]

Name: [•]

Title: [•]

**FLUIDRA**