



Flambeau, Inc.  
Headquarters  
801 Lynn Avenue  
Baraboo, WI USA 53913  
[www.flambeau.com](http://www.flambeau.com)

COR-069  
Revision 7.4  
February 10, 2022

Dear Valued Supplier:

Since 1947, Flambeau, Inc. believes that operating in a socially responsible and ethical manner and in compliance with the laws of those countries in which we operate is fundamental to our long-term success. This means, among other things, that the Company adopts fair employment practices, protects safety in the workplace, supports and fosters environmental consciousness and fully complies with applicable laws. The company expects its interests and those of its suppliers to be fully aligned in these fundamental respects.

Flambeau considers collaboration with its supply chain to be an integral part of its success and, therefore, strives to operate as an integrated team with its suppliers. The selection of the Company's suppliers is based not only on the quality and competitiveness of their products and services, but also on their adherence to acceptable social, ethical and environmental principles, which is a pre-requisite to becoming a supplier and developing a lasting business relationship with the Company. Any violation of this Supplier Code of Conduct may jeopardize the supplier's business relationship with Flambeau, up to and including termination of that relationship.

All suppliers must comply with all applicable laws (including, without limitation, laws relating to anti-corruption and competition), as well as the principles set out in the Flambeau Code of Conduct and in this Supplier Code of Conduct. In addition, all suppliers are expected to provide applicable information to the Company or take other actions necessary to allow the Company to fulfill its reporting, disclosure and other legal obligations.

This Supplier Code of Conduct applies to all persons and entities who sell goods or services of any type to Flambeau and summarizes the standards to be followed in their daily business activities as a Supplier to the Company.

All Suppliers carrying on business with Flambeau are deemed to agree and accept the contents of this Supplier Code of Conduct and such agreement and acceptance is evidenced by the Supplier continuing to do business with Flambeau.

## Corporate Suppliers Policy Statement

At Flambeau, Inc., procurement and supply chain management have become some of the most relevant topics in corporate social responsibility.

More than ever, organizations understand that their purchasing power and procurement practices can positively impact the way products are designed, manufactured and sold. Flambeau recognizes the opportunity to influence suppliers on a large scale.

Flambeau works with more than 1,000 direct and indirect suppliers throughout the world and expects them to conduct their operations in an environmentally sustainable and socially responsible manner as outlined in this document. At the same time, we have the opportunity to use our global supply chain to promote sustainable business practices and support location businesses worldwide.

## Quality Policy

To fully satisfy our customer's expectations through a committed team effort from each associate that complies with our Quality Management System resulting in continuous improvement in every part of our business.

## Supplier Code of Conduct

Flambeau, Inc. has developed the Supplier Code of Conduct (Code) which outlines the basic Code requirements for its supplier, including contractors, subcontractors and service providers (Suppliers). Suppliers are required to comply with this Code when doing business with Flambeau.

Flambeau will review this Code on a regular basis and will make revisions where necessary.

### 1. Labor & Human Rights

**Harassment & Abuse** – Supplier shall maintain workplaces that are free from discrimination or physical or verbal harassments.

**Diversity and Inclusion** – Suppliers shall promote diversity and inclusion throughout the organization and the supply chain.

**Wages, Benefits & Hours** – Supplier must operate in full compliance with all applicable wages, work hours, vacation time, overtime, holidays and benefits labor laws.

**Child Labor** - Supplier shall not employ any person under the minimum employment age stipulated in laws and regulations of the relevant jurisdiction.

**Human Trafficking** – Supplier shall not engage in or allow any form of human trafficking, commercial exploitation, including sexual exploitation of men, women or children.

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**Forced Labor** – Supplier must ensure that no forced labor, including bonded, indentured and involuntary prison or slaved labor is used.

**Freedom of Association & Collective Bargaining** – Respect employees’ right to join, form, or not to join a labor union without fear of reprisal, intimidation or harassment.

## 2. Health and Safety

**Occupational Safety** – Worker exposure to potential safety hazards (e.g., electrical and other energy sources, chemical, machine, fire, vehicle, and fall hazards) is to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures (including lockout/tag out). Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate personal protective equipment. Workers shall not be disciplined for raising safety concerns.

**Emergency Preparedness** – Emergency situations and events are to be identified and assessed, and their impact minimized by implementing emergency plans and response procedures, including, emergency reporting, employee notification and evacuation procedures, worker training and drills, appropriate fire detection and suppression equipment, adequate exit facilities and recovery plans.

**Occupational Injury and Illness Reporting and Investigation** – Procedures and systems are to be in place to manage, track and report occupational injury and illness. Incidents of injury and illness must be fully investigated to determine the true root cause(s) and corrective actions that will be effective in preventing recurrence must be implemented.

**Industrial Hygiene** – Worker exposure to chemical, biological and physical agents is to be identified, evaluated, and controlled by engineering and administrative means, workers are to be provided with appropriate personal protective equipment.

**Physically Demanding Work** – Worker exposure to physically demanding tasks, including manual material handling and heavy lifting, prolonged standing and highly repetitive or forceful assembly task is to be identified, evaluated and controlled.

**Machine Safeguarding** – Physical guards, interlocks and barriers are to be provided and properly maintained for machinery used by workers. Regular employee training and machine inspections must occur to ensure safeguarding protections remain in place and are effective.

**Substance-Free Workplace** – Prohibits using, selling or possessing illegal drugs or other controlled substances in the workplace. Possession of prescription medication for personal medical treatment in accordance with physician’s order is permitted; using or possessing alcohol, illegal drugs or any other controlled substance in the workplace is prohibited.

**Occupational Safety** – Worker exposure to potential safety hazards (e.g., electrical and other energy sources, chemical, machine, fire, vehicle, and fall hazards) is to be controlled through sources, chemical, machine, fire, vehicle, and fall hazards) is to be controlled through proper design, engineering and administrative controls, preventative maintenance and safe work procedures

(including lockout/tag out). Where hazards cannot be adequately controlled by these means, workers are to be provided with appropriate personal protective equipment. Workers shall not be disciplined for raising safety concerns.

### 3. Environmental

**Environmental Permits and Reporting** – All required environmental permits (e.g. discharge monitoring) and registrations (including, but not limited to, general, air, water, and waste) are to be followed.

**Pollution Prevention and Resource Reduction** – Waste of all types, including water and energy, is to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.

**Hazardous Substances** – Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal. Flambeau expects our suppliers to comply with all applicable environmental requirements for elimination of hazardous substances as in various evolving global regulations; RoHS (Restriction of Hazardous Substances), REACH (Registration, Evaluation and Authorization of Chemicals), Proposition 65 and TSCA (Toxic Substances Control Act) regulations and provide declaration(s) when requested or upon version change to Flambeau.

**Wastewater and Solid Waste** – Wastewater, e-waste and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

**Energy Consumption and Greenhouse Gas Emissions** – Significant energy consumption and greenhouse gas emissions are to be tracked and documented, at the facility and/or corporate level. Managers are to look for cost-effective methods to improve energy efficiency in their operations and to minimize their energy consumption and greenhouse gas emissions.

**Transportation** – Supplier is expected to comply with all applicable laws governing the transportation of goods and materials. If handling Hazardous Materials in the United States, suppliers are expected to be registered with the U.S. Department of Transportation as a Hazardous Materials shipper and are expected to be trained, tested and certified to package, mark, label and ship Hazardous Materials as required by law. If handling Dangerous Goods outside the United States, suppliers are expected to be trained in and shall comply with applicable transportation regulations for air, ocean or land cargo.

**Air Emissions** – Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge.

**No Unauthorized Discharges or Disposal** – Supplier shall not directly or indirectly dispose of liquid or solid waste onto or into the ground, into any body of water or into a wastewater disposal system except in compliance with a permit or other express regulatory authorization.

#### 4. Business Integrity/Ethics

**Anti-Corruption & Bribery** – Supplier must neither engage in nor tolerate association with any form of corruption, bribery, extortion, or embezzlement.

**Conflict of Interest** – Supplier should inform Company of any actual and potential conflicts of interest that come up from business or personal relationships with our customers, suppliers, business associates, employees, or competitors.

**Fair Competition & Marketing** – Supplier is required to comply with applicable antitrust and completion laws that prohibit agreements between competitors that affect prices, costs, terms or conditions of sale.

**Immigration Laws Compliance** – Supplier must only engage workers who have a legal right to work.

**Intellectual Property** – Flambeau expects our suppliers to respect and comply with all laws governing intellectual property rights assertions, include protection against disclosure, patents, copyrights, and trademarks.

**Financial Responsibility** – All records are maintained in accordance with applicable law and generally accepted accounting principles.

**Disclosure of Information** – Flambeau discloses financial and non-financial information in accordance with applicable regulations and prevailing industry practices and when applicable disclose information regarding our labor force, health and safety practices, environmental practices, business activities, financial situation and performance and expect our suppliers to comply upon request.

#### 5. Protection of Information

**Confidentiality** – Suppliers must protect and respect Flambeau’s proprietary and confidential information by maintaining strict confidentiality of information provided to them by Flambeau, or to which they are circumstantially exposed as a result of their business interactions with Flambeau, by not sharing that information outside of their company nor inside their company with anyone who does not need to know about it as part of their job such as; engineering/production specifications and drawings for potential of new products.



**Information Security** – Suppliers shall comply with applicable privacy and information security laws and associated regulatory requirements as well as with Flambeau’s privacy and security policies when Flambeau’s information is collected, stored, processes, disclosed, transferred and/or shared.

## 6. Management System

**Compliance** – Supplier shall implement effective management systems and a governance structure to facilitate compliance with applicable laws and promote continuous improvement with respect to the expectations set forth.

**Communication** – Supplier shall have a process for communicating clear and accurate information about company performance, practices and expectations to workers, suppliers and customers.

**Audits and Assessments** – Supplier shall conduct periodic self-evaluations to ensure conformity to legal and regulatory requirements, the principles and guidelines outlined in this guide, and contractual requirements related to social and environmental responsibility.

**Training** – Supplier shall have programs for training managers and workers to implement policies, procedures and improvement objectives.

**Corrective Action Process** – Supplier shall have a process for timely correction of deficiencies identified by internal or external assessments, inspections, investigations and reviews.

**Documentation and Records** – Supplier shall have a process for the creation of documents and records to ensure regulatory compliance and conformity to company requirements along with appropriate confidentiality to protect privacy.

**Transparency** – Supplier will make available full and complete information necessary collaboration, cooperation and collective decision-making. Require a corresponding level of transparency from suppliers and throughout the supply chain.

**Counterfeit Parts** - Flambeau expects our suppliers to develop, implement, and maintain methods and processes appropriate to their products to minimize the rise of introducing counterfeit parts and materials into deliverable products. Effective processes shall be in place to detect counterfeit parts and materials, provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

## 7. Quality System Requirements

Flambeau has established and has committed to maintain a documented quality system that meets the requirements of ISO/IATF16949 and our customers. This system consists of a Quality Assurance Manual that addresses the requirements of this standard and presents our approach for meeting these standards.

Suppliers that provide materials to support automotive customers must have or pursue certification to a quality system based on the requirements of ISO9001:2015. Future assessments will be based on ISO 9001:2015; therefore suppliers' quality systems should reflect these requirements. In addition, automotive suppliers should continue to plan and develop a quality system with the goal of conformity to IATF16949:2016.

All other suppliers are encouraged to pursue a quality system with a goal of ISO9001:2015 conformity. Ref. ISO/IATF16949 ((E)) requirements for Supplier Quality Management System development, section 8.4.2.3.)

- Required Manuals
  - ✓ Quality Systems Requirements – ISO9001:2015 or ISO/IATF16949 (as applicable)
  - ✓ Production Part Approval Process (PPAP)
  
- Reference Manuals
  - ✓ Advanced Product Quality Planning & Control Plan (APQP)
  - ✓ Failure Modes & Effects Analysis (FMEA)
  - ✓ Fundamental Statistical Process Control (SPC)
  - ✓ Measurement System Analysis (MSA)
  - ✓ Quality System Assessment (QSA)



## 8. Quality System Assessment

Suppliers designated by Flambeau purchasing department must either submit ISO9001:2015 or ISO/IATF16949 certifications or a self-audit using the Quality System Assessment prior to or immediately following the start of business with Flambeau.

Flambeau reserves the right to audit their suppliers' quality system. Audits conducted by one of Flambeau's customers or a third party registrar may also be accepted when appropriate. Audits from a third party registrar must meet all of the requirements of the quality system requirements ISO9001:2015, to be recognized.

***Any supplier failing to meet "Quality System Requirements" and the quality and delivery standards of Flambeau is subject to removal from Flambeau's approved supplier list.***

### Advanced Product Quality Planning

Upon receipt of Flambeau's **Request for Quote**, suppliers will provide appropriate quotation to the requesting buyer. Buyer, engineering, estimating, and supplier representative may be required to meet to discuss specifications, requirements, lead times, and milestone dates of the quoted project. Production Part Approval Process (PPAP) will be utilized on sample and first part approval parts where applicable.

### Special Characteristics

Special characteristics are product characteristics in which the anticipated variation is likely to significantly affect customer satisfaction with a product as to its fit, form, function, appearance, or the ability to process or build the product. Special Characteristics shall be identified on the control plan and controlled statistically to a Ppk of at least 1.67 (short term). Action plans shall be in place to improve the process when statistical capability has not been met.

### Statistical Data

Suppliers shall provide evidence of statistical capability for all Special Characteristics and as required by Flambeau. All products that demonstrate 'out of control' processes or capability of less than Cpk of 1.33 (long-term) shall be 100% inspected prior to shipment.

### Supplier Change Request

The supplier must request any changes to materials, products, processes, locations and/or specifications, via a change request form or electronically (e-mail). The supplier must obtain approval from Flambeau purchasing prior to implementing these changes. Suppliers are to use Flambeau's Deviation form to obtain temporary deviation to specifications for materials and products; contact your purchasing contact. PPAP submission and approval are required (where applicable) prior to first shipment of parts, unless this requirement is waived by Flambeau's

Purchasing, Quality, and/or Engineering staff. Specific PPAP requirements will be supplied by Flambeau's Quality Department.

***The supplier will be held liable for any cost incurred by Flambeau caused by the changes made without written notice supplemental to the purchase order or a deviation form (included in this manual) approved by Flambeau purchasing, quality, or engineering. The supplier will not be paid for any parts, tooling, processing equipment, etc. when the change has not been approved by Flambeau's purchasing, quality, or engineering.***

**Raw Material Certification** - Is required with each shipment, where applicable, certifying that manufacturer is producing to specifications as noted on print/specification sheet and that raw materials are noted within tolerances.

**Packaging** - During the advanced quality planning process, standard packaging should be established and agreed upon with the appropriate Flambeau buyer. All hand held containers shall be designed so that the total weight is less than thirty-five (35) pounds, (16) Kilograms.

**Labeling** - All production parts shipped must have the container labeled with the Flambeau part number, quantity per carton, lot number, manufacture date, supplier part number, weight, and bar code (where applicable).

**Safety Data Sheet (SDS)** - should be supplied to Flambeau purchasing prior to the arrival of new product, or if updates have been issued.

**USMCA** - Supplier will reasonably identify any products supplied under the PO if it relates to the United States-Mexico-Canada Agreement (USMCA), Supplier will provide appropriate documentation to Flambeau to confirm the origin of the goods or qualification of the goods for USMCA eligibility. Copies of USMCA Certificates must be forwarded to Flambeau at no additional charge

**Sample Submission** - Prior to the first shipment of new production parts or parts with engineering changes, the supplier should receive approval from Flambeau purchasing, quality, and/or engineering staff. A PPAP is required unless otherwise directed by the appropriate Flambeau buyer or engineer.

When the manufacturing location is changed on a current part, sample approval from the new location is required. Providing that the PPAP is less than one year old, a dimensional layout and the existing PPAP documents may be sufficient and should be submitted to the appropriate Flambeau buyer, quality representative, or engineer. The supplier will be notified in advance if additional information is needed or if there are any deviations to the PPAP pending Flambeau end customer requirements.

**Cost Reduction** - All suppliers are required to submit cost reduction proposals. Plans for cost reductions shall be submitted to the appropriate buyer.

**Continuous Improvement** - The dedication to continuous improvement is the foundation of Flambeau's Quality Policy. Quality based on continuous improvement provides security. Suppliers are encouraged to share this dedication by having plans for continuous improvement. Plans should be detailed and designate specific timing and responsibility for all actions. Evidence of continuous improvement will be measured using your supplier rating.

**Corrective Action** - The supplier shall respond to a non-conformance within 24-hours of notification and contain the defective/suspect material immediately. A written corrective action plan addressing the non-conformance must be submitted within ten (10) working days to the designated Supplier Quality Analyst (SQA) at Flambeau.

Corrective actions should include statistical techniques, mistake/error proofing, and SPC data to assure verification that the non-conformance is corrected. The FMEA and control plan should be updated by the supplier to reflect such changes. The supplier is also responsible for making a sample submission and/or PPAP if the corrective action involves product/process changes. The supplier must obtain approval prior to implementing any changes or obtain a deviation approved by the appropriate purchasing and engineering staff. – See example at end of document.

**IMDS** - Submission of IMDS for supplied product may be required if required by Flambeau's end customer.

**Supplier Contacts** - Each supplier should supply a contact list to the appropriate Flambeau buyer. This list should include the name, title, email address, address, phone numbers(s), fax for the president, top sales executive, account manager, plant manager, quality manager, and primary contact person at each supplier location and be updated as changes occur.

**Delivery** - 100% on time delivery is required from all suppliers to Flambeau. On-time delivery is determined by the purchase order due date. The supplier must allow for transit time with the carriers so that all shipments arrive on the date required. Suppliers are allowed a nine (9) day 'grace period' preceding the due date. No allowance is given for past due shipments and will be considered late. Over shipments may be returned at the suppliers' expense. Partial shipments should be forwarded by supplier immediately and the quantity not shipped will be considered late.

Additional freight as a result of partial shipments will be covered by the supplier. Flambeau is a JIT operation and late shipments can cause interruptions in our production schedules and may affect our customers. Any machine down time due to suppliers' late shipments may be charged to the supplier at actual costs. Whenever the supplier anticipates a late shipment, they must contact Flambeau purchasing for further instructions.

**Transportation Policy** - Flambeau will specify what carrier to be used on shipments where Flambeau is responsible for freight. Any deviation from these designated carriers must be previously approved by either the Flambeau traffic manager or the appropriate buyer. Unapproved carrier deviation may result in charge back to the supplier for the freight cost difference.

**Rejection Policy** - If there are rejections on a delivery against an order and the buyer, in order to maintain production schedules, finds it necessary to retain the shipment and inspect 100% and/or do repair work on the product, the supplier will be responsible for all cost covering the inspection or repair work. Machine shutdown due to rejected product may also be charged to the supplier at actual costs.

Whenever a rejection is noted, the supplier will immediately be contacted by Flambeau purchasing or SQA. The supplier must respond in the following manner:

1. Replace all stock in question with certified material at suppliers' expense.
2. The supplier shall send, where applicable, the necessary representatives to either Flambeau or the customer to support in solving rejection issues as a result of non-conformance.
3. The supplier may be requested to appear at Flambeau or the customer's facility to sort non-conforming parts.
4. The supplier performance record will be charged for all non-conforming parts that are returned to the supplier or scrapped at Flambeau or the customer.
5. Charges from Flambeau customers may be charged to the supplier as a result of non-conformance.
6. Written corrective action in accordance to the corrective action section of this manual is required for all supplier rejections. (see example at end of manual)
7. For return of product, corrections to invoicing errors, scrap and charge, or any related charges to supplier will be provided on Flambeau debit memo form.
8. Flambeau reserves the right to inspect product at the supplier's location.

## Facility Locations

Flambeau, Inc.  
Injection Molding  
801 Lynn Ave.  
Baraboo, WI 53913  
608-356-5551

Flambeau, Inc.  
Blow Molding  
715 Lynn Ave.  
Baraboo, WI 53913  
608-356-5551

Flambeau, Inc.  
Technologies Center  
911 Lynn Ave.  
Baraboo, WI 53913  
608-356-5551

Flambeau, Inc.  
4325 Middle Road  
Columbus, IN 47203  
812-372-4899

Flambeau, Inc.  
1330 Atlanta Highway  
Madison, GA 30650  
706-342-8300

Flambeau, Inc.  
15981 Valplast St.  
Middlefield, OH 44062  
440-632-1631

Flambeau, Inc.  
Medical Markets Group  
Injection/Blow Molding  
3315 W. Vernon Ave.  
Phoenix, AZ 85009  
602-484-4520

Flambeau, Inc.  
1468 Wolf Creek Trail  
Sharon Center, OH 44274  
330-239-0202

Flambeau Europlast Ltd.  
Manston Road  
Ramsgate, Kent. CT12 6HW UK  
+44 (0) 1843 854000

Plasticos Flambeau S. de R.L. de C.V.  
Calle 17 No. 3692  
Ampliacion Morelos, C.P. 25017  
Saltillo, Coah., Mexico  
+52 844-411-9760

<https://www.flambeau.com/>



## Problem Solving Report

Plant/Division		Objective		Date Open:	
Month		Goal		Date Revised:	
Owner		Actual		Actual Close Date:	
<b>TEAM MEMBER NAMES/TITLES:</b>					
		Supplier	Preventive Action	Corrective Action	Audit
Team Leader:		Team Members:			
<b>PROBLEM STATEMENT/DESCRIPTION</b>					
Describe the issue in this section					
<b>CHOOSE INTERIM CONTAINMENT ACTION(S) - IF REQUIRED:</b>					
If an interim action is taken to contain the issue, describe it in this section, otherwise just mark it "N/A"					
<b>DEFINE ROOT CAUSE(S):</b>					
Utilize data analysis such as Pareto Charts, 5 Why, or additional methods to determine root cause of issue, describe it in this section.					
<b>CHOOSE PERMANENT CORRECTIVE ACTION (PCA) PLAN TO CORRECT ROOT CAUSE:</b>					
Define permanent corrective action plan and describe it in this section.					
<b>IMPLEMENT PERMANENT CORRECTIVE ACTION(S) (PCA) AND MEASURE IMPROVEMENT:</b>					
Define the permanent actions that have been completed and also the measurable improvement made in this section					
<b>ACTIONS TO PREVENT RECURRENCE:</b>					
If actions can be taken to prevent a repeat issue or prevent a similar, describe it in this section, otherwise mark it "N/A".					

### Flambeau Inc. Quality System Assessment

Supplier Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Evaluator(s): \_\_\_\_\_

Contact Name/Title: \_\_\_\_\_

\_\_\_\_\_

Self-assessment (Y or N): \_\_\_\_\_ On-site assessment ( Y or N ): \_\_\_\_\_

Score			
0	Major system breakdown	Total points scored	
1	One or more minor findings	Total applicable point	
2	No findings	Percent	
3	No Findings with example of continuous improvement in the last 12 months	Major finding(s) ( Y or N )	

Sect	Quality Management System	Assessor's Notes	Score
1	Does a quality manual exist which addresses the requirements of ISO-9001 or ISO/IATF16949? Does the manual reference procedures and document structure used in the quality system? Does the manual include the scope of the quality management system?		
2	Does a Quality Policy exist that is appropriate to the purpose of the organization? Does it include a commitment to comply with requirements and continuous improvement? Is the policy communicated and understood throughout organization and reviewed for continuous suitability?		
3	Do supporting documents and procedures exist to support the quality system and Quality manual? Are the documents controlled? How are records maintained?		
4	Is there a documented procedure to define the controls needed to approve documents for adequacy, to ensure changes and revision status is identified? Does the procedure ensure documents remain legible and Available at points of use? Are documents of external origin identified and controlled?		



Sect	Management Responsibility	Assessor's Notes	Score
5	Has top management established systems to drive the organization to meet customer requirements? (significant management involvement is required) How does communication take place within organization regarding quality system?		
6	Does top management review the entire quality system at defined intervals to ensure continued suitability and effectiveness? Are quality objectives and evaluation of continuous improvement reviewed by top management? Does top management review customer feedback, process performance, status of preventive and corrective actions? Are there records of the review?		
7	Has top management defined and communicated the responsibility and authority within the organization?		
8	Has top management appointed a management representative who has responsibility to maintain quality system and promote awareness of customer requirements?		
Sect	Resource Management	Assessor's Notes	Score
9	Are personnel performing work affecting product quality competent of the basis of appropriate education and training?		
10	Has the organization developed a process to motivate employees to achieve quality objectives and make continual improvement?		
11	Are there documented procedures for identifying training needs and achieving competence of all personnel performing activities affecting product quality?		
12	Does the organization determine, provide and maintain the infrastructure needed to achieve conformity to product requirements? (building, equipment, support)		
13	Does top management use a multidisciplinary approach to developing facility and equipment plans? Does the plant layout optimize material travel, handling and value added use of floor space?		
14	Does the organization have contingency plans to satisfy customer requirements in event of emergency such as utility interruptions, labor shortages, key equipment failure and field returns?		
15	Does the organization maintain a state of order, cleanliness and repair consistent with the product and process needs? Are potential risks to employees and product safety addressed by the organization?		

Sect	Product Realization	Assessor's Notes	Score
16	Does the organization plan and develop the processes needed for making the product? Includes as appropriate: quality objectives, resources and processes specific to product, required verification, inspection and test activities, and records to provide evidence that requirements have been met.		
17	Has the organization determined the requirements specified by customer, including delivery, statutory and regulatory requirements and any other requirements? Has there been a review of all customer requirements? How are changes controlled within quality system?		
18	Has the organization investigate, confirmed and documented the manufacturing feasibility of the proposed product in the contract review process?		
19	How does the organization effectively communicate with customers in relation to product information, contract handling, and customer feedback or complaints?		
20	If applicable does the organization plan and control design and development of the product? (Inputs, outputs)		
21	If design responsible, does the organization review, verify, validate and control changes of design & development?		
22	Are suppliers evaluated and selected based on their ability to meet quality system and conform to specific purchased requirements?		
23	Does purchased information describe product and are quality records of suppliers established and maintained? Is 100% on time delivery required of your suppliers?		
24	How do you ensure purchased product meets specified requirements? What type of incoming inspection method do you use?		
25	How does the organization manage and then validate its production processes? (control plans, work instructions, job set-up verification) Is focus on preventive measures of production management rather than reactive correction? What type of preventive and predictive maintenance is used on equipment? Does the organization identify, verify, protect and safeguard customer property?		
26	How product is identified throughout the organization with respect to monitoring and measurement requirements? Where traceability is required, how is that accomplished throughout the process?		
27	How is product conformity preserved during internal processing and delivery?		
28	How does the organization ensure monitoring and measurement		

## CONDITIONS OF THIS CONTRACT

1. Seller accepts this order in accordance with the conditions of sale set forth hereon unless Seller notifies Buyer to the contrary within ten (10) days of the date of receipt hereof.
2. Seller shall at all times be compliant with the Flambeau Inc., Supplier Excellence Manual as the same may be changed or updated from time to time. Go to: <https://www.flambeau.com/corporate-information/> and under Corporate Information select Supplier Excellence Manual. Seller is responsible for monitoring and implementing any changes or updates to the Flambeau Inc. Supplier Excellence Manual as they are made.
3. This order does not constitute an acceptance by Buyer of any offer, quotation, or proposal. Reference in this order to any such offer, quotation, or proposal shall in no way constitute a modification of any of the terms and conditions of this order. AN ATTEMPTED ACKNOWLEDGMENT OF THIS ORDER CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THOSE CONTAINED IN THIS ORDER IS NOT EFFECTIVE UNLESS SPECIFICALLY ACCEPTED BY BUYER IN WRITING AND BUYER HEREBY OBJECTS THERETO.
4. Seller's goods are accepted subject to Buyer's inspection, notwithstanding prior payment to secure cash discount.
5. Buyer reserves the right to cancel if order is not shipped on date specified, and Seller will be charged an amount equal to Buyer's actual cost incurred because of late shipment.
6. Over/under shipments greater than 5% of order quantity must have prior approval of Buyer. Over shipments not approved may be returned to Seller at Seller's expense.
7. Buyer reserves the right to suspend shipments of the goods covered by this order in the event of strikes, differences with workers, accidents, or other contingencies that are beyond Buyer's control.
8. If Buyer in its sole discretion determines there are excessive rejections on any shipment made against this order, and the Buyer, in order to maintain production schedules, finds it necessary to retain the shipment and inspect it, or to do any repair work on the goods included in the shipment, a charge of \$150.00 per hour covering such inspection or repair work will be charged to the Seller. An administrative charge to Seller, in the amount of \$250.00 per lot covering the handling of defective goods shipped against this order will be made when such defective goods are returned. Buyer reserves the right to have rejected goods replaced by Seller or not, entirely at Buyer's option, and at the purchase price stipulated in this order.
9. Buyer reserves the right for Buyer, Buyer's customer, or customer's representative to verify Conformance to Specifications on goods at Seller's site prior to shipment.
10. Seller must submit SDS in both English and Spanish and secure Buyer's approval prior to shipment.
11. Goods must comply with all Print Specifications and Buyer's Control Plan for incoming inspection.
12. Buyer reserves the right, in the event the market price of the goods decline, or Buyer is offered similar goods of comparable quality at a price less than the price stated herein, to cancel the unfilled portion of this order, unless Seller meets the lower prices.
13. All prices are F.O.B. destination unless otherwise specified hereon.
14. Packing lists without prices must be packed with goods. Contents of each package must be plainly marked when shipment consists of more than one package. Flambeau Purchase Order number and part number must be on all documents.
15. The date of payment is based on the dates fixed for shipment specified in this order, and an earlier shipment of the goods does not require Buyer to make payment before the time such payment would have been due if the goods had been shipped strictly according to this order. Seller agrees the cash discount period will date from RECEIPT of the invoice, and not from DATE of invoice.
16. Seller shall pay for excess transportation charges resulting from failure to: (a) follow routing instructions; (b) ship via most economical way when no routing is specified; (c) classify goods properly or to pack according to requirements; or (d) take any action necessary to assure lowest transportation charges.
17. No extra charges of any kind will be allowed unless specifically agreed to in writing by Buyer.
18. Unless otherwise specified herein, the necessary special tools, dies or other equipment shall be furnished by and at the expense of the Seller. If so specified and if a charge is made to Buyer for tools, dies or other equipment, they are, unless otherwise agreed upon, the property of Buyer, and are for the sole use of Buyer and are subject to removal at any time upon demand by Buyer. Seller will clearly identify all tools and dies owned by Buyer and Buyer's company name and part number. Seller agrees that it will use the designs, tools, patterns, drawings, information and equipment furnished by Buyer only in the production of articles called for herein and not otherwise unless by Buyer's written consent. Buyer does not warrant the accuracy of the tools and fixtures which it furnishes, and all work must be in strict accordance with blueprints and specifications. Upon completion or termination of this order all items furnished shall be returned to Buyer.
19. It is a condition of this order, that in case any goods sold and delivered to the Buyer hereunder shall be claimed to infringe any patent or copyright, that the Seller will indemnify and save harmless the Buyer, its customers and its and their successors and assigns and users of the goods from and against any and all suits, claims, judgments, and cost of any kind or character whatsoever, instituted, made or recovered against them by any person or persons whomsoever, on account of resale or use of such goods in alleged violation of any right or rights claimed under any such patent or copyright.
20. Seller will insure its liability on account of any Employers Liability Act or Workers Compensation Act of the Federal Government or of the state in which the work is to be performed in fulfillment of this order.
21. Seller agrees to comply with the applicable provisions of any federal, state or local law or ordinance and all lawful orders, rules, and regulations issued thereunder. Seller shall also comply with any provisions, representations or agreements, or contractual clauses required thereby to be included or incorporated by reference or operation of law in the contract resulting from acceptance of this order and dealing with, Equal Employment Opportunity, Employment of Veterans, Employment of the Handicapped, Employment Discrimination Because of Age, Utilization of Disadvantaged Business Enterprises and the related Acts and Executive Orders as now or hereafter amended or codified. Seller certifies that it is in compliance with the requirements for non-segregated facilities and any laws regarding slavery and human trafficking in any country in which Seller is doing business, and all rules, regulations, standards and rulings promulgated or issued thereunder, as from time to time are amended, modified and/or superseded. Seller agrees to cooperate with any audit conducted by Buyer or at Buyer's direction to confirm that the goods are being generated without reliance on child labor, slave labor or human trafficking. Further, Seller warrants that each chemical substance constituting or contained in goods sold or otherwise transferred to Buyer hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act, as amended. Further, Seller certifies and guarantees that the goods supplied hereunder are in compliance with applicable sections of the Federal Consumer Product Safety Act, as amended, and the Federal Hazardous Substances Act, as amended, and lawful standards and regulations thereunder. Further in accepting this order, Seller represents that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards act of 1938, as amended, including Section 12(a), and Seller shall insert a certificate to that effect on all invoices submitted in connection with this order.

22. SELLER WARRANTS THAT ALL GOODS AND SERVICES SOLD HEREUNDER OR PURSUANT HERETO WILL BE FREE OF ANY CLAIM OF ANY NATURE BY ANY THIRD PERSON AND THAT SELLER WILL CONVEY CLEAR TITLE THERETO TO BUYER AS PROVIDED HEREUNDER. SELLER WARRANTS AND REPRESENTS THAT ALL GOODS SOLD HEREUNDER OR PURSUANT HERETO WILL BE OF MERCHANTABLE QUALITY, FREE FROM ALL DEFECTS IN DESIGN, WORKMANSHIP AND MATERIALS, AND WILL BE FIT FOR THE PARTICULAR PURPOSES FOR WHICH THEY ARE PURCHASED AND THAT THE GOODS ARE PROVIDED IN STRICT ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS. Any attempt by Seller to limit, disclaim, or restrict any such warranties or any remedies of Buyer, by acknowledgment or otherwise, in accepting or performing this order, shall be null, void and ineffective without Buyer's written consent.
23. Seller covenants and agrees to absolutely and unconditionally indemnify and hold Buyer and its agents, employees, assigns, officers, directors, subsidiaries, parents and affiliates (the "Related Entities") harmless from, against, and in respect of, and upon demand shall reimburse the Related Entities for, any and all liabilities, losses, damages, injuries, claims, actions, suits, liens, costs, expenses (including, but not limited to, legal expenses, reasonable attorney fees, and all costs and expenses of enforcing such right of indemnification) and penalties, whether direct, contingent or consequential, directly or indirectly, wholly or in part, arising out of or based upon or with respect to any work performed, and services rendered, any alterations, additions, installations, or modifications made by Seller to any goods, vehicles, equipment, or materials for Buyer or in which Buyer has any interest. The foregoing covenants of indemnity do not encompass any gross negligence or willful misconduct by Buyer, but are otherwise absolute and unconditional and shall continue in full force and effect notwithstanding any termination of this order or of the agreement created by this order, or any insurance coverage that the Seller may carry. The provisions of the indemnity comprehend, without limitation, liability and claims, howsoever arising, whether by reason of negligence, breach of warranty, defect in manufacture or maintenance or otherwise, and even though strict liability be claimed.
24. The agreement created by acceptance of this order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents, and may not be assigned by Seller without the prior written consent of Buyer.
25. Buyer's remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver by Buyer of any provision of this order shall constitute a waiver of any other breach or of such provision.
26. The contract resulting from the acceptance of this order is to be construed in accordance with the laws of Wisconsin and UCC.
27. The Seller agrees to be in compliance with all state, federal and international regulations with regards to REACH, RoHS, Conflict Minerals, Prop 65 and any other regulations involving the products provided to Buyer. Seller shall provide the necessary declarations upon request of Buyer.
28. Prices charged and allowances made available to Buyer are in compliance with the Robinson-Patman Act.
29. Cancellation by Buyer. Buyer shall have the right to cancel this order without cause and in such event Buyer's liability for cancellation shall be limited to Seller's actual cost for labor and materials, applicable solely to this order, which shall have been expended before notice of cancellation has been received by the Seller, and which have been approved of by Buyer in writing.
30. Seller may not assign or subcontract any of its rights or obligations without Buyer's prior written consent. Seller is responsible for the performance or non-performance of any subcontractor and will indemnify, defend and hold harmless the Buyer from and against all claims, actions, losses, damages, costs and expenses (including reasonable attorney fees) arising from any subcontractor's acts or omissions.
31. Seller shall be deemed to be in default hereunder if it violates any of the terms hereof or fails timely to perform any of its covenants, duties or obligations hereunder, or if it performs or fails to perform any other act, whether pursuant to this Agreement or otherwise, which gives Buyer reasonable grounds to feel insecure with respect to Seller's future performance hereunder.
32. Upon default by Seller hereunder, Buyer may exercise any or all of the following rights and remedies, in addition to such other rights and remedies as may be provided hereunder or under applicable law: (i) Reject or revoke acceptance of any or all of the goods, whether or not such goods are defective and whether or not the condition of delivery thereof otherwise relates to, pertains to, concerns or gives rise to such event of default; and/or (ii) Terminate this Agreement without any obligation whatsoever with respect to goods not yet delivered to Buyer at the time of such termination. Buyer's decision to pursue any one such remedy shall not be deemed to be an election not to pursue any other remedy at the same time or at any other time.
33. In the event the Agreement relates to consulting services, the Seller shall be considered a consultant and every work or idea created or acquired by or on behalf of the Seller for Buyer (past and future) shall be considered a "work made for hire" on behalf of the Buyer. It is the intent of the parties that Buyer shall have unrestricted ownership in and to all such work including any derivative works, without further compensation of any kind to the Seller. To the extent that the law would fail to automatically vest in Buyer the full unrestricted ownership of all such works under "work for hire" treatment or similar concepts, the Seller hereby assigns to Buyer the copyright and any and all other rights in and to every such work including any derivatives, and the Seller waives any claim of moral right that it may have in or in connection with such work

## REVISION HISTORY

DATE	PAGE	REVISION
02/10/22	5	Added TSCA information under Item #3.