



SUPPLIER MANUAL

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1. INTRODUCTION

SCOPE

The requirements defined in this Supplier Quality Manual apply to all Suppliers of materials and /or services to Assel. Specific chapters refer to Suppliers of specific materials.

PURPOSE

The purpose of this Supplier Manual is to clearly define the quality and delivery system procedures and requirements to ensure and maintain a successful and professional relationship between Assel and Suppliers. Suppliers are responsible for meeting the requirements of this manual. Failure to meet these requirements may result in the loss of existing and/or future Assel's business.

BUSINESS APPROACH AND STANDARDS

At Assel, we perceive Suppliers as direct extension of our company. Our success is built on strong, successful relationships and ability to build responsible and fair business practices across the supply chain

We aim to maintain high standards of ethical and business conduct within our operations, and extend these best practices to our business partners. We expect that our partners will follow our expectations regarding socially responsible business practices and positively impact our stakeholders, customers, and the communities, in which we all operate.

We expect our Suppliers to deliver operational excellence, and continuously improve their operations to fulfil our expectations, especially in regards to high quality of materials or services delivered, on-time delivery, as well as completeness and correctness of the documentation (eg. packaging slip, labelling, invoice). We expect our Suppliers to be proactive and react to any unexpected changes in supply before we may be aware of it.

2. MANAGEMENT SYSTEMS

Assel's Purchase policy is, wherever possible, to purchase materials & services from suppliers that hold third party accreditation for their Quality and Environmental Management Systems. All suppliers are anticipated to hold Third Party Certification to latest editions of ISO 9001, as well as ISO 14001. This is not a strict requirement, however it may have an impact upon choosing a supplier.

ENVIRONMENTAL COMPLIANCE

The supplier shall take responsibility to ensure compliance to all relevant environmental legislation - both applicable to the regions, where materials are produced and/or sold, as well as any additional requirements. This shall include all RoHS2 and REACH directives.

BUSINESS CONTINUITY MANAGEMENT

Assel is ISO 22301 certified. Where possible we encourage our Suppliers to undertake steps to achieve ISO 22301 certification, however if third party certification is not possible, we expect our suppliers to make reasonable efforts to conduct assessment of potential impact of risks that could result in a disruption to their normal business operations, and where practical – undertake actions to mitigate these risks.

The purpose of a Business Continuity is to have a plan in place for recovering business operations after occurrence of a disaster event. The primary objectives are to safeguard company assets (employees, facilities, equipment and other capital assets), maintain customer service and to communicate responsibly with all those who have a need to know should the supplier experience a significant business disruption.

The Business Continuity addresses the key areas necessary in the event of a disaster occurrence, to ensure the supplier has a plan to maintain business operations; maintain financial and accounting activities; meet contractual obligations and requirements; meet legal and regulatory requirements; safeguard company assets and maintain customer service.

CODE OF CONDUCT – SOCIAL CORPORATE RESPONSIBILITY

Corporate Social Responsibility and ethical standards are very important and part of Assel's Business Conduct and Ethical Standards. In this respect, we developed a 'Code of Conduct' which defines the general rules on ethical behaviour in conducting our day to day business.

Assel has implemented a CSR strategy in line with ISO 26000. Please, keep in mind that ISO 26000 is internationally respected as a guidance on Social Responsibility.

Assel will work only with Suppliers, which act in an ethical manner, follow our anti-corruption policy and the contents of our Ethics Policy.

Please find our **Anti-Corruption Policy** and **Ethics Policy** at the following location: <http://assel.pl/en/our-policies/>

3. SUPPLIER QUALIFICATION

The first step of the Supplier Qualification process is the Supplier's ability to conform with the requirements of this Supplier Manual. This Supplier Manual is publically available at www.assel.pl/en/suppliers. All suppliers are required to familiarize themselves with the requirements of this handbook and follow them. In case of any questions, please direct them directly to Assel's Buyer.

SUPPLIER QUESTIONNAIRE

Each and every potential Supplier is obliged to complete and return the Supplier Questionnaire via email: suppliers@assel.pl. The Supplier Questionnaire can be found at www.assel.pl/en/suppliers. The questionnaire is focused on all relevant information about the Supplier, which are required in order to register the Supplier within Assel's information system (this includes: company data, contact data to relevant departments, etc.).

CONFIDENTIALITY

In the same manner, as we respect and strictly protect confidential information provided by our suppliers and customers, we expect the same commitment regarding protecting confidential information we provide to you. The releasing of any pricing, conditions, end customers, scheduling or any other data concerning the items we purchase from our suppliers is strictly prohibited unless specifically allowed by Assel's Buyer in writing.

All suppliers are obliged to respect with the contents of Non-Disclosure Agreements (NDA) by signing the NDA (with initials on each page) and returning it to Assel via email to suppliers@assel.pl (scan) and via post to:

*Assel sp. z o.o.
ul. Batalionów Chłopskich 1
83-000 Pruszcz Gdański
Poland*

The NDA document is available at: www.assel.pl/en/suppliers. Assel Buyer will return the signed NDA to the Supplier via post and/or via scan.

SUPPLIER QUALIFICATION

After the NDA is signed and the Supplier Questionnaire is filled, Assel's buyer will verify the Supplier on the basis of the filled questionnaire and ability to fulfil Assel's requirements within this Supplier Manual.

Assel holds an Approved Vendor List(s) of Suppliers who have been approved as sources of supply to Assel. Only Suppliers on this list can be considered for procurement and conducting business with Assel. Examples of methods used for Supplier Qualification are:

- a. Customer recommendation
- b. Third party quality system (e.g. ISO9001, ISO14000, ISO/TS 16949 etc.) registration
- c. Completion of a self-assessment
- d. Completion of an onsite assessment by Assel/third party auditors
- e. A combination of the above

The requirements that need to be satisfied in order to be added to the list are communicated to suppliers that are being considered for addition. Corrective actions for items identified during this process are expected to be completed and submitted to Assel.

If the evaluation is positive – Supplier is deemed as accepted to conduct business with Assel and is added to the Approved Vendor List.

SUPPLIER MONITORING

From the moment of the first delivery from the Supplier, the Supplier will be automatically included in Assel's Supplier Rating Scorecard (SRS).

4. COMMERCIAL REQUIREMENTS

REQUEST FOR QUOTE

Assel will generate a Request for Quote (RFQ) to Suppliers for new products or services, as well as for already purchased material items at the Supplier (to confirm stock levels, price, lead times etc.).

It is our policy to align ourselves with Suppliers that are capable of demonstrating capabilities and controls required to manage their business. Prior to issuance of an RFQ, our Purchasing will reference to our Preferred Supplier List to locate current Suppliers that may be capable of supplying the material or service. In the first place we will grant business opportunities to Suppliers that achieved preferred Supplier status within Assel's Supplier Scorecard. If a match for the RFQ is not found, our Purchasing will initiate a search for a new Supplier. Before any quotation a NDA (Non-Disclosure Agreement) is required to be signed by the Supplier.

Assel will forward an RFQ to the Supplier via email. RFQ's always contain Assel's RFQ Form and may contain drawing of the item to be quoted or/and specification sheet.

When the Supplier quotes the item(s), it is required that the Supplier uses Assel's RFQ form. If the Supplier's policy requires to send quotations in a different form as a binding form of Quotations (Supplier-specific form) – this will be accepted by Assel, however it is required that Assel's RFQ form is separately filled by the Supplier. An instruction of how to fill Assel's RFQ form and what kind of information is strictly required will be delivered within each RFQ.

Due to the nature of our business and its complexity, we require all RFQ's to be valid for at least 3 months, however the period of 6 months is considered as the most desirable.

Our RFQ is an organized process, and we particularly require all of our Suppliers to follow it.

If the Supplier is a distributor (not direct manufacturer of the material), the Supplier shall once per month update its line-card (list of manufacturers) and deliver it to Assel via email (in the form of .xml). Otherwise, Assel may be unaware of Supplier's sales portfolio and In such case and the Supplier may not be granted more business.

PURCHASE ORDERS

Our key purchase order requirements and T&C's are included within the Purchase Order itself. The Purchase Order will contain all key information in relation to the offer provided by the Supplier. In case of any non-conformances (eg. Price, MPN, Delivery Terms etc.), the Supplier shall immediately, within 24 hours, inform Assel regarding such non-conformances.

CONFORMANCE OF MANUFACTURING PART NUMBER (MPN)

It is tremendously important that the ordered MPN is exact to the MPN delivered by the Supplier. If the MPN will differ from the MPN ordered, such delivery will be stopped and may be send back to the Supplier at Supplier's cost.

ACKNOWLEDGEMENT OF PURCHASE ORDER

All Suppliers must confirm the Purchase Order (PO) within **48 hours**. If Supplier is not able to confirm the PO within the period 48 hours, such information shall be directly communicated to the Contact Person (Buyer) specified on the PO.


If there is no confirmation from the Supplier, nor feedback from the Supplier and contact with the Supplier is limited or there is no response from upon reminder from Assel, Assel remains the full right to cancel the PO.

PURCHASE ORDER: PACKAGING TYPE

Our Purchase Order identifies packaging type of each ordered item, separately. The packaging type ordered shall always be in line with either the manufacturer’s product catalogue and MPN or in specific cases – in line with the information specified in the RFQ. If the Supplier does not have the ability to deliver the material in the specified package type, he shall immediately contact Assel’s Buyer. Packaging type different than the one specified in the Purchase Order, may be classified as a non-conformance. The packaging is defined in the following area on the PO:

No	Item number	Description	Package	Delivery date	Quantity	Unit price	Disc. %	Amount
					Unit	Price unit		
1	23728		Bulk					

Package Type
Description



COMMERCIAL INVOICE

Following requirements apply to all commercial invoices. The invoice is not required upon delivery, unless the delivery is from outside EU.

Electronic Invoices

Assel does not require, however strongly supports and encourages Suppliers to deliver electronics invoices. All invoices must be delivered to invoice@assel.pl. Any other email address is forbidden. Before switching from regular (paper) to electronics invoices, Supplier must inform and receive confirmation from the Buyer.

All Polish registered Suppliers are, by law required to obtain Assel’s confirmation for receiving invoices in an electronics manner. To do that, please use the following template [here](#).

All invoices should include (apart from legally required information as currency, payment terms, addresses, legal entities, quantities, tax number and so on):

- **Assel’s material ID**, and;
- **Assel’s Purchase Order number** associated with each line of the delivery specification (if the specific batches of material are provided based on different purchase orders, separate lines are required in the specification).

The above are Assel’s requirements and must be followed by all Suppliers. Documentation performance (completeness in line with Assel’s requirements) is a part of Assel’s Supplier Scorecard.

5. DELIVERY & LABELLING REQUIREMENTS

GENERAL SHIPPING REQUIREMENTS

The Suppliers shall only deliver in line with the Purchase Order. Any costs related to early or late shipment eg. special freight costs, over and under shipment, line stops caused due to late deliveries will be charged to the Supplier.

In any case of delivery deviations or concerns the Supplier shall immediately inform the Purchasing Buyer and take appropriate actions to avoid material shortages at Assel’s plant. The Supplier should also build the Contingency Plan if required.

Below are the general inbound shipping rules:

- All communication concerning inbound shipments should be made with Assel’s purchasing department and appropriate Buyer

- Material not shipped on time to meet the confirmed (by the Supplier) delivery date, may require premium transportation and the costs related to this premium transportation will be the responsibility of the Supplier.
- The Purchase Order dates correspond to dates of delivery to Assel's facilities, and not the Supplier's ship dates. The Supplier is responsible to ship the material to arrive at Assel's facilities in the required time frame.
- For all shipments that have a risk of being not delivered on time and/or the Supplier is aware that the confirmed delivered will not be met - the Supplier must immediately notify (via email) Assel's Buyer regarding such circumstance.
- Over shipments (large quantities then specified in Assel's PO) will generally not be accepted. In case, when there is another open PO for this item (referring to future delivery dates), Assel may agree to accept the material only under the circumstance that the payment term will be postponed adequately to the difference between the actual delivery and originally confirmed delivery.
- Information about under shipments shall be communicated to the Buyer prior the delivery of material. The Supplier shall immediately align any under shipment
- All unauthorized shipments will not be accepted by Assel and may be returned to the Supplier, at the Supplier's expense.
- The Packing slip (and Invoice if delivered with shipment) must contain Assel's purchase order number, Assel's ID (part number), MPN (Manufacturing Part Number), Quantity in shipment for each ID
- One invoice per purchase order number per shipment.
- The Supplier shall pay any additional costs incurred by shipping with a carrier other than specified by Assel, when at Assel's cost.

GENERAL PACKING REQUIREMENTS

It is ultimately the Supplier's responsibility to ensure that their material arrives at Assel's facilities free of damage, and must adequately plan for packaging designed to prevent product contamination,

deterioration or loss and to eliminate shipping damage. Suppliers must use robust packaging that provide sufficient density and protection, and will withstand the various dynamics of transportation methods for land, air, and sea over an extended transportation timeframe (30+ days in transit). Disposable materials and packaging must meet local and national standards for safe disposal and/or recycling.

The Supplier must ensure the following:

- Material shall be packaged appropriately to protect it from damage. The strength of the package should be adapted to the weight and the shape of the contents.
- All materials shall be packaged in an undamaged package, which is free of dirt, liquids, foreign materials and previous visible markings/labels. The size of the package must be adapted for the contents of the shipment. Free spaces within the package shall be minimized.
- Odd-shaped cartons are not allowed. Only regular-shaped packages will be accepted.
- Collective labels are necessary. Collective packages shall be adequately marked.
- All documents shall be attached in shipping envelopes, exterior of the package

Logistics (Transport Services) Suppliers must each time verify the quality and correctness of the packaging of the goods at the place of loading. In case of goods being noticed as damaged or improperly packaged, the forwarder shall reports his remarks before loading of the goods. Each non-conformance shall be documented (via a protocol). Assel's Buyer shall be informed about such non-conformance **before** the delivery of the goods to Assel.

At departure time the responsibility for damages is taken over by the forwarder. If the forwarder does not document (via a protocol) his remarks at the time of loading, and visible damages of the packaging are noticed upon unloading – the forwarder takes the responsibility for damaging the package during the transport.

DELIVERY DOCUMENTS (PACKING SLIP)

Packing slip is compulsory to be supplied with the delivery of the material. Delivery specification must be placed outside of the (collective) packaging or supplied separately, but with the delivery itself. The form of the

specification is optional but must be legible and easily allow identification of all the required information. The Delivery specification must include:

- Assel's Purchase Order (PO) number
- Assel's Material Number (Material ID)
- Material description
- Quantity in Delivery
- Manufacturer's Part Number (MPN) – if applicable

It is desired that such information should be also delivered in a form of a barcode (Code 128 + readable text below the barcode) on the packing slip itself.

Additional information:

- Country of origin
- Information regarding RoHS2 and/or REACH compliance
- Weight of single and/or collective package

Documents required for deliveries from countries outside the EU:

- Commercial invoice
- Delivery specification
- A copy of the waybill

If the delivery contains any chemicals, the Supplier must always include the Characteristic Card of the hazardous substance delivered.

BARCODE LABELS – MATERIAL IDENTIFICATION

All single and collective packages must be labelled correctly. The identification of both collective and single packages should be conducted in the form of a bar code (Code 128 + human readable text below the barcode), and must include the following information:

Single Packages:

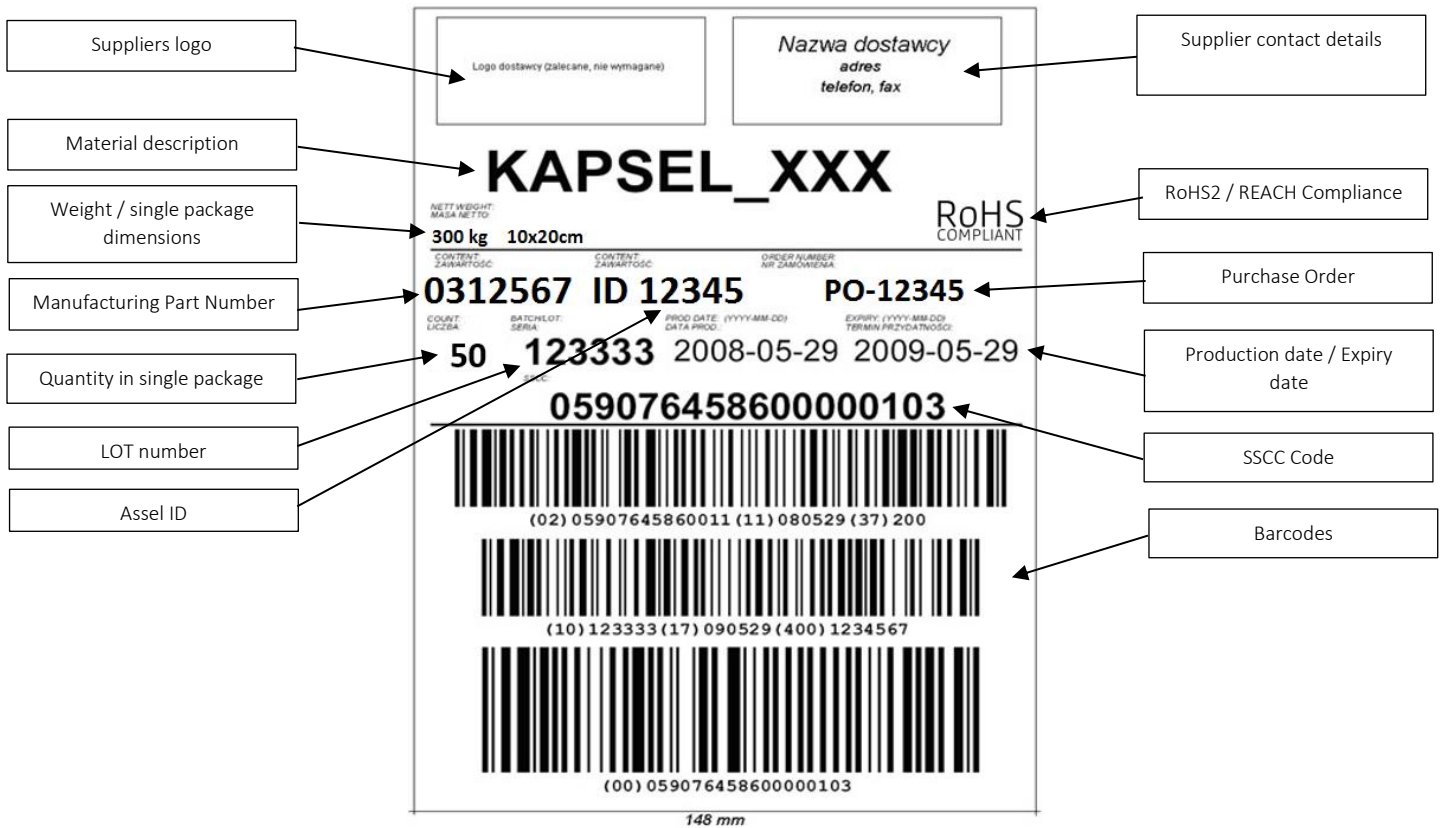
Required information:

- Assel's Purchase Order (PO) number
- Assel's Material Number (Material ID)
- Assel's Material description
- Quantity in Single Package
- Manufacturer's Part Number (MPN) – if applicable
- RoHS2 or/and REACH compatibility

Desired information:

- LOT number
- Weight
- Country of Origin

Example of the Single Package Barcode:



Collective Packages:

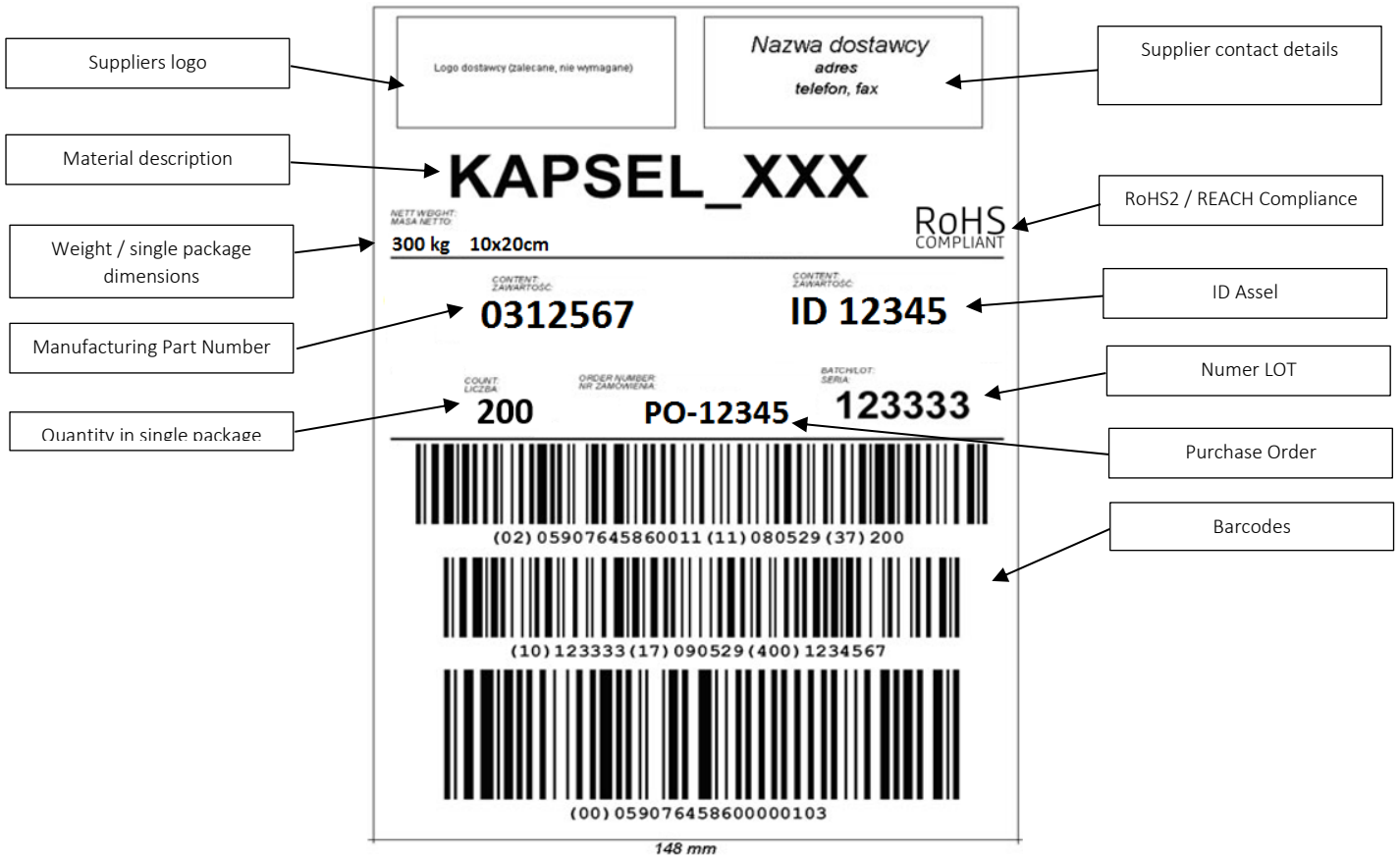
Required information:

- Assel's Purchase Order (PO) number
- Assel's Material Number (Material ID)
- Material description
- Quantity in Collective Packages
- RoHS2 or/and REACH compatibility

Desired information:

- LOT number – if applicable
- Weight

Example of the Collective Package Barcode:



COST OF NON-COMPLIANCE

Due to the **non-compliance (lack of completeness in accordance to the requirements set in this document)** and/or **lack of documents** during the delivery from the Supplier, Assel operations are impacted and we expect the Suppliers to cover the costs of their non-compliance with the following administration charges:

- Packing Slip: 30EUR / shipment
- Commercial Invoice (if applicable): 30EUR / shipment
- Copy of waybill: 30EUR/shipment
- Lack of identification (barcode) on the collective/single package: 10EUR per delivery

It is extremely important that the Supplier follows the standard requirements of the delivery documents, as well as the labelling of both single and collective packages.

Assel's expectations are fundamental and we seek only standard, industry accepted information that allows for problem-free material registration.

At the first occurrence of non-compliance, the Supplier will be given a 30 day grace period to correct its labels / documents.

6. REGULATORY COMPLIANCE

ENVIRONMENTAL / REGULATORY REQUIREMENTS

It is our policy to develop and maintain Supplier relationships with companies that embrace similar environmental goals and guidelines. We recommend that our Suppliers seek for ISO14001 compliance, with the ultimate goal of ISO14001 certification.

In keeping with this policy, our objective is to reduce waste through source reduction and recycling and to achieve minimal impact on the air, land and water through excellence in environmental control.

All materials used in manufacturing in the supplies delivered to Assel, shall satisfy existing governmental and legal safety restraints on restricted, toxic and hazardous materials - as well as environmental considerations applicable to the country of manufacture and sale.

COMPLIANCE WITH RoHS2 DIRECTIVE

It is our objective to meet the RoHS2 requirements. Our Suppliers must provide us with product free of the restricted substances, per the latest, European Union RoHS2 directive. Assel may request the Supplier a declaration of compliance with the directive, together with the test results.

The Supplier should undertake reasonable efforts to mark the material as RoHS2 compliant on each and every package in the delivery.

COMPLIANCE WITH REACH DIRECTIVE

It is our objective to meet the most current REACH (Registration, Evaluation, Authorization and Restriction of Chemical Substances) requirements. We require all relevant Suppliers to provide up-to-date Characteristic Cards. In the circumstance of any revision to the characteristics card – the supplier shall immediately inform relevant Assel's representative and provide the new characteristics card at the following email address: quality@assel.pl. It is strictly forbidden that the Supplier delivers materials, for which the delivered MSDS (Material Safety Datasheet) is out-of-date.

The Supplier should undertake reasonable efforts to mark the material as REACH compliant on each and every package in the delivery.

7. MATERIAL QUALITY ASSURANCE

INCOMING INSPECTION OF PURCHASED GOODS/SERVICES

Assel will carry out incoming inspection of the purchased goods/services in line with internal procedures and standards. Such incoming inspection will always include verification of all required documentation (conformance with purchase order, packing and labelling requirements, documentation completeness), as well as may include physical quality verification (compliance with specification) of the delivered goods/services itself, depending on the type of the material.

Note: Lack of inspection does not remove any Supplier responsibility for the compliance of supplied goods/services. All delivered material shall always be in line with the specification.

CHANGE CONTROL

Suppliers must have a written authorization from Assel's Engineering Department before incorporating any changes in material into production (in case of dedicated products) or before delivery to Assel. A written explanation adequately explaining the change should be used to communicate requested changes to the material in the form of Product Change Notification (PCN). All such PCN's shall be delivered via email to PCN@assel.pl.

Product Change Notification is the mechanism that suppliers must use to inform Assel of a proposed product changes, product discontinuations, end of life, etc. The information received in the notice is reviewed to determine its impact. Suppliers are required to submit a PCN for any proposed change including the following:

- a. Change in manufacturing process
- b. Change in material or change in material source
- c. Change in manufacturing location
- d. Change in part construction / design
- e. New or modified tooling
- f. End-Of-Life

Submission of a PCN to Assel does not indicate approval of a proposed product change. Assel reserves the right to reject any proposed change, require additional information or data to be supplied prior to granting approval. The supplier will be notified if any of these conditions apply to a proposed product change and the requirements for obtaining approval. Suppliers must maintain records of the date of implementation in production of each change.

FIRST ARTICLE APPROVAL (PPAP) .

The validation process ensures that the material delivered by the Supplier meets the specification and verifies if the Supplier conducts its (or third party) production process in a manner that guarantee delivery of defect-free products to Assel in the future. The process is automatically initialized, in case of each and every new material, whether electronic, non-electronic, or dedicated (custom made). The validation process requires the Supplier to deliver the following:

- Samples (the amount to be specified by the Buyer)
- Process Flow Diagram
- Process Failure Mode and Effects Analysis
- Control Plan
- Measurement System Analysis
- RoHS2 certificate
- Others certificates (if applicable, and defined by the Buyer)
- The material composition
- Part Submission Warrant
- Required additional tests (depending on the material type)
- Measurement report
- Guarantee of compliance provided samples with future production (PWS)

After the validation process is conducted, the Supplier receives the report accepting or rejecting the validation of the new part. In case of rejection (due to non-conformance) of the new part, the Supplier is required to implement adequate corrective actions to eliminate the reason for rejection. New, conforming part shall be delivered by the Supplier.

8. NON-CONFORMING MATERIALS

NON-CONFORMING MATERIALS

Discrepant or nonconforming material shipped from a Supplier is a major issue and needs to be managed by the Supplier in a timely manner. In addition to the risk of contamination to the internal supply chain this type of occurrence also brings additional risks and costs to Assel and its Customers.

In case of any suspect of defective product that may have left the Supplier's facility prior to being detected by Assel, Assel shall be immediately notified by the Supplier. Such notification shall be directly communicated to the responsible Buyer.

In the case, when the products delivered by Supplier do not comply with Assel's requirements, technical documentation and agreed standards, Assel may place a claim in the stages, as described below.

LOW-VALUE/LOW-VOLUME CLAIMS

In case of low-value/low-volume claims, Assel will conduct such claims on a quarterly basis in a form of bulk claims (multiple low-value claims) to the Supplier. In such cases, no corrective actions will be required to undertake from the Supplier. The settlements will be done in accordance of the agreements, whereas the faulty material will be sent back to the Supplier at Supplier's expense or utilized by Assel at Supplier's expense.

NON-CONFORMANCE REPORT (NCR)

Written notification to Supplier with a copy to Assel respective departments. For each Non-Conformance, Assel's reference number: "NCR-XXXXX" is assigned, which shall be used in ongoing correspondence.

RETURN MATERIAL AUTHORIZATION (RMA) PROCESS

The Supplier shall confirm **within 24 hours** receipt of the claim notification (NCR), provide the Return Material Authorization (RMA) number and set the immediate necessary actions (8D report till point 3D may be requested) to protect Assel and its Customers (e.g. replacement of goods, sorting activities to secure deliveries, etc.).

Unless otherwise agreed, Supplier shall pick up the Goods subject to claim within 3 days. In case the Supplier does not pick the Goods subject of claim on time or does not arrange the transport, Supplier agrees that Assel may return the material subject of claim to Supplier and appoint the transport company. The Supplier shall bear the cost of transport.

Supplier shall remedy the faults at his expense or replace with defect free Goods. The Supplier shall pay for transport from and to Assel. Assel may also return the Goods and reimbursement of full price paid (including transport costs), at Assel's option.

Alternatively, Assel and Supplier may agree on the following options:

- 100% inspection of the material by Assel, in order to separate conforming material from non-conforming materials in the delivery, and return of the non-conforming material to the Supplier at his expense and correction of the invoice.
- 100% inspection by Assel and repair of all non-conforming material by Assel at Supplier expense
- 100% inspection by Assel at Supplier expense and temporary acceptance (conditions described in separate section)
- Full correction of the invoice (including freight costs), if the Supplier and Assel mutually decide such solution to be most effective and no material is required at the current stage.

Within **30 days** the whole claim shall be finalised and closed, including all financial settlements.

DEVIATIONS FROM SPECIFICATION & CONCESSIONS

In the case, when the products delivered by Supplier do not comply with Assel's requirements or technical documentation, norms, standards (also referred as to specification), Assel can, in some cases, temporarily accept such deviation, at the condition that Assel's Customer will accept such deviation from specification, and Supplier will do its best to eliminate the deviation observed. Such temporary acceptance will be investigated case by case.

SUPPLIER CORRECTIVE ACTIONS

Depending on the type, extent and severity of the non-conformity, Assel may request the Supplier to take immediate action to correct the non-conformity. This may requested to be handled via 8D report.

In all cases, the Supplier is expected to respond with a completed 8D within **30 days** from the date of the claim notification.

Note: If a Supplier is informed about a non-conformity, but does not receive a request for an immediate action via a 8D report – it is Assel's expectation that the Supplier, nevertheless, undertakes immediate actions to contain any additional non-conformities reaching Assel's site.

NO CORRECTIVE ACTIONS

If the Supplier does not undertake any corrective/preventive actions, Assel understands such behaviour as unwillingness to improve its processes and no motivation to deliver better services for Assel and its other Customers.

In such circumstances, the Buyer may undertake actions to remove the Supplier from the approved vendor list. Such action aims to terminate the purchases at this Supplier and ultimately aims to block the Supplier from purchasing components at this source.

REPETITIVE PROBLEMS

A repetitive problem indicates that the corrective actions according to 8D report were not effective or not implemented. Moreover the effectiveness of the corrective action was not verified, as required by the 8D process.

In the case of repetitive problems Buyer may also undertake actions to remove the Supplier from the approved vendor list. Such action aims to terminate the purchases at this Supplier and ultimately aims to block the Supplier from purchasing components at this source.

COSTS ASSOCIATED WITH NON-CONFORMING PARTS

In case when Supplier is not able to protect the continuity of Assel production or to fulfil the obligations towards Assel's Customers e.g. by providing replacement batch, repair or segregation of affected parts within a specified time, there may be other costs associated with receiving nonconforming material in addition to return freight and scrap costs. Assel expects that the Supplier will reimburse Assel for all reasonable costs associated with remedy of a nonconforming material occurrence including, but not limited to:

- Sorting/Inspection costs
- Rework/Repair costs
- Disassembly costs, when faulty product gets built into the product. This may be at any stage of the production or in final product.
- Other costs connected with the claim

In each of the cases, Assel shall provide an estimate of the expected costs and exposure. Real costs will be determined based on the actual work executed and will be presented for review to the Supplier.

The following calculation rates will be used:

- Hourly rate of production worker in case of easy to identify and check problem (e.g., sorting, rework, inspection): **12EUR**
- Hourly rate in case when extra tooling, qualification and/or approval of the component by Product or Quality Engineer is needed (e.g. sorting, rework): **25EUR**

The Supplier may be charged with cost of complete product (production in progress) in case when delivered by the Supplier components have hidden failures that cannot be reworked or have caused permanent damages to other parts and no rework is possible (or economically unjustified).

In the case of recurring claims to Supplier, Assel shall charge a general claim management cost amounting to **EUR 40** or its equivalent (according to the National Bank of Poland exchange rate on the invoicing day), as well as the actual cost of claim, if such costs takes place.

9. MATERIAL TRACEABILITY & RETENTION RECORDS

MATERIAL TRACEABILITY

Suppliers are required to have an effective material control system in place that at a minimum includes production lot identification (the lot code number assigned to each particular product run), date of manufacture (date code) and traceability of all parts and materials utilized in the manufacturing process. Records must be maintained and readily available for every production lot code / date code.

COMPONENT DATE CODE LIMITATIONS

Component date code limitation (time between the date of manufacture and receipt at Assel on inbound components is maximum two (2) years, except for the following:

- a. Customer specific limitations apply - will be communicated to Supplier, if applicable
- b. Materials with lead finishes that typically exhibit poor storage life – 12 months

- c. Materials with finishes such as silver (Ag) and Palladium Silver (Pd-Ag) that do not use a Nickel (Ni) barrier – 12 months
- d. Moisture sensitive materials – 12 months from the bag seal date
- e. PCB's with final finish of ImAg, ENIG or ImSn – 6 months
- f. PCB's with final finish of HASL or OSP – 12 months

PRODUCT CONFORMANCE DATA

Suppliers may be requested to provide data showing product conformance to specifications and requirements. The content and submission requirements and frequency will be communicated directly to the Supplier. Suppliers are expected to comply with Assel requests to provide this information.

RETENTION RECORDS / RECORDS KEEPING

The below time periods shall be regarded as minimum. These requirements do not replace regulatory requirements.

Document type:	Example:	Shall be maintained for:
PPAP documentation	Technical specifications, drawings, process flow charts, control plans, FMEA, manufacturing instructions	one calendar year after production end of life
Quality performance records	Control charts, inspection and test results, product audits, layout inspection, functional testing, Yield, OBA results, delivery quality results, quality claims	one calendar year after production end of life
Quality system records	internal quality system audits and management reviews	three calendar years.
Product Safety	related records	11 years from the date of manufacture.

Note: These do not replace the requirements of legislation

10. SUPPLIER AUDITS

QUALITY AUDITS

Assel may request to perform a Quality Audit at the selected Supplier premises for one or more of following reasons:

- New Supplier
- New processes
- Poor performance
- After a major incident
- Verify correntive/preventive actions
- Other circumstances

The Supplier will be notified in advance by Assel's auditor about any planned audit activity. The Supplier is responsible to be well prepared for the audit, including self-assessment according to the audit questionnaire delivered in advance.

POST-AUDIT REPORT

After an audit conducted at the Supplier's site, a summary is prepared by Assel, that includes: Supplier self-assessment & Assel's auditor assessment. Such document is send to the Supplier, in order for the Supplier to

implement adequate corrective actions to the non-conformances detected during the audit. Such corrective actions should be implemented and informed to Assel within 14 days.

SUB-SUPPLIER MANAGEMENT

Suppliers to Assel are expected to have systems in place for the qualification and management of their suppliers that ensure the quality of the products that they receive. The system employed should encourage defect prevention. Suppliers must verify that their sourced suppliers are in compliance with all Customer, product, regulatory and environmental requirements that apply to the design, manufacture and delivery of materials. Supplier performance should be measured and periodically reviewed with improvement actions taken where appropriate.

11. ASSEL'S SUPPLIER SCORECARD RATING (SRS)

I. QUALITY AND CONTINUOUS IMPROVEMENT (28 points)

At the beginning of the assessment period Supplier receives a pool of 28 points. The points are deducted from this pool in case of breaking the quality rules.

a) Complaints

, The Supplier receives negative points on the basis of the following rules:

- **Complaint Group D (0 negative points for each occurrence):**

The so-called complaint settlement. The acceptable level of quality allows the party for production. The complaint is based on the settlement of the material supplier (exchange of claimed material / reimbursement).

- **Complaint Group C (5 negative points for each occurrence):**

The delivered batch is rejected - number of non-conforming units exceeds AQL on incoming inspection - the entire delivery is blocked, serious quality errors - need of corrective and preventive action by the supplier (required 8D report), repetitive defects.

- **Complaint Group B (10 negative points for each occurrence):**

Quality of delivery causing stopping of production and / or delay of shipping and complaints from Assels customers.

- **Complaint Group A (28 0 negative points for single occurrence):**

Customer and/or Serious Disruption. Refers to critical non-conformances reported by the Customer, which lead to market returns or financial consequences, as well as an epidemic fault, production stop, health & safety and hazardous substance problem.

b) Reactivity Performance - 8D response time

Ability to provide full corrective action (8D) within the target date of 30 days.

- 0 points: 8D report provided within 30 days of the NCR
- 4 negative points: Not provided within 30 days

c) Repeatability (Supplier, ID, NCR Code)

Successful Corrective Action implementation - capability of the Supplier to successfully eliminate the non-conformance (problem code) within the particular, and not allow for it to happen again.

- 0 points: No repeatability occurrence
- 4 negative points: Repeatability occurrence

II. COMPETITIVENESS (25 points)**a) On-going Price Reductions - Rolling PO Price Improvements (20 points)**

Capability to improve the price in time. The price improvement is understood as the comparison of the PO price within one period of time to the other PO in time. The rolling PO is calculated quarter to quarter. The scoring is as following:

- 20 points: Improvement of 5% and above
- 16 points: Improvement of 4% to 5%
- 12 points: Improvement of 3% to 4%
- 10 points: Improvement of 2% to 3%
- 6 points: Improvement of 0.5% to 2%
- 0 points: Below 0.5%

b) Payment Terms (5 points)

Ability to provide longer payment terms. Assel's standard payment terms equal to 60 days. If the Supplier provides standard or longer payment terms, such participation will be rewarded by additional points.

- 5 points: Above 60 days
- 4 points: 60 days
- 2 points: 30 days
- 0 points: Below 30 days

III. DELIVERY CAPABILITY AND PERFORMANCE (27 points)

Ability to deliver the right quantity of the material on the date specified in the Purchase Order (PO) and confirmed by the Supplier.

a) On Time Delivery (OTD) to Confirmed Date (12 points)

Ability to deliver material on time in relation to the confirmed date by the Supplier. Delivery is considered to be "on time", when the goods are delivered to Assel's warehouse: 7 days in advance, 0 days later.

- 12 points: Above 96%
- 8 points: 93%-96%
- 4 points: 90% - 93%
- 0 points: below 90%

b) Conformance of Standard Lead Time with PO confirmed date (5 points)

The conformance of standard lead time (via offer or via a separate agreement) to the lead time confirmed during the PO (confirmed delivery date).

- 5 points: between 99% - 100%
- 4 points: between 97% - 98%
- 3 points: above 96%
- 2 points: above 95%
- 0 points: below 95%

c) Documentation Performance (5 points)

Compliance with Purchase Order and requirements set in this Supplier Manual. The quality and completeness of delivery (in relation to the PO) and the quality of delivery documents (packing slip, are evaluated, including specific documents required by Assel (depending on the material supplied), eg. customs documents, labels, shipping note, product certificates, in order to accept the delivery. Supplier receives:

- 5 points: 0 mistakes - complete compliance
- 2 points: 1 mistake - Supplier fails sometimes

- 0 points: above 1 mistake - Supplier fails in most cases

d) Flexibility to Changes in Demand (5 points)

The capability to follow changes in the Delivery Schedule is evaluated, calculated through the amount of actions performed by the Supplier in the assessed time period.

- 5 points: Above 95% - Supplier ensures the necessary flexibility.
- 4 points: Between 95% - 91% - Supplier frequently ensures the necessary flexibility.
- 3 points: Between 91% - 87% - Supplier ensures necessary flexibility from time to time
- 2 points: Between 87% - 83% - Supplier has difficulties to ensures necessary flexibility
- 1 points: Between 83% - 80% - Supplier rarely ensures necessary flexibility
- 0 points: Below 80% - Supplier provides a low level of flexibility

IV. SERVICE AND BUSINESS COMMUNICATION (20 points)

a) Quality of Quote (6 points)

The % of the amount of winning quotes the Supplier have provided on the basis of Assel’s RFQ. The winning Quote is decided by the Buyer on the basis on key business parameters, such as price conditions and lead time. The scoring is as following:

- 6 points: Above 80% of RFQs
- 4 points: Between 60% and 80% of RFQs
- 2 points: Between 40% and 60% of RFQs
- 0 points: Below 40% of RFQs

b) Timing of RFQ (4 points)

Response to RFQ in a timely manner - within 48 hours from the receipt of RFQ from Assel.

- 4 points: Above 90%
- 2 points: Between 70% and 90%
- 0 points: Below 70%

c) Purchase Order Confirmation (10 points)

Ability to confirm Purchase Orders from Assel within 48 hours from the receipt of such order.

- 10 points: Above 98% confirmed on time
- 7 points: Between 96% and 98% confirmed on time
- 4 points: Between 94% and 96% confirmed on time
- 0 points: Below 94% confirmed on time

CLASSIFICATION

Status	Points	Description
Premium	90 points and above	The premium Supplier status defines the highest status of Supplier, suggesting the Supplier is proactive, always delivers on time and has a very high level of quality. Such Suppliers will be awarded new business opportunities, when possible. <i>If a Supplier achieves Premium status twice during a calendar year and will not drop below the Preferred Supplier status within this year, such Supplier will be granted a “Supplier of The Year” awarded from Assel at the beginning of the consecutive calendar year</i>
Preferred	Between 60 to 89 points	The preferred Supplier status defines Suppliers that meet our requirements in most of the areas and are eager to grow and improve their

		capabilities and performance. Cooperation with preferred status Suppliers will be developed.	
Accepted (To improve)	Between 40 to 59 points	The accepted Supplier status defines Suppliers that meet our requirements in some areas and have deficiencies in the other, but capabilities to improve. Suppliers with the accepted status have a condition to improve their performance.	
Temporary Accepted / To be exchanged	39 points and below	The temporary accepted Supplier status defines Suppliers that do not meet our requirements. Suppliers with such status should undertake immediate actions to improve their scoring. In the case of no cooperation and will to improve, such Supplier may be exchanged in favour of alternative sources.	

SUPPLIER MONITORING

Revision of Supplier Rating Scorecard will be conducted once per quarter, and your scorecard will be automatically delivered to you via email.

SUPPLIER DEVELOPMENT

Suppliers with standings below the Preferred status (based on the SRS), may be requested to visit Assel's premises after each revision and conduct corrective actions, in order to reach the Preferred status within the next revision.

CONTINUOUS IMPROVEMENT

Suppliers are expected to have a process in place for continuous improvement and should focus on continued reduction in variation, improvement in efficiencies and elimination of waste.

Note: Continuous Improvement can only take place once all product and customer requirements (including process capability) have been fully and consistently fulfilled.

ON-GOING COST REDUCTION

Assel expects that all our Suppliers will proactively involve in Cost Reduction initiatives. These reductions can come from many different areas such as:

- Lean manufacturing & six sigma initiatives
- Reduced production times
- Economies of scale
- Changes to the product design
- Changes to the production process
- Changes to the production location
- Changes to material content

The above are just some possibilities and we encourage our Suppliers to proactively come to Assel with any possible cost savings initiatives. If proposed changes will involve our Customers interference, we will actively work with them to implement the proposed changes. On-going Cost Reduction is an important factor of Assel's Supplier Scorecard.

12. REQUIREMENTS FOR SPECIFIC MATERIAL CATEGORIES / OR SERVICES

REQUIREMENTS FOR CATALOGUE SUPPLIERS

The below requirements state additional requirements for Suppliers of particular material categories. Unless, separate agreements are in place, the below requirements are valid.

Counterfeit Part Mitigation

All suppliers are expected to acknowledge and put into place steps to eliminate the occurrence of and mitigate the effect of attempted counterfeiting and or the creation of counterfeit materials.

REQUIREMENTS FOR PCB SUPPLIERS

1. Assel will accept production only from accepted manufacturers list (AML). In case of choosing different manufacturer, producer's UL number or UL certificate must be sent to Assel and have to be accepted by Assel before production start. The validation process is necessary for new PCB producers.
2. Each PCB must be permanently marked with producer's UL number.
3. Each PCB in the panel must be marked with datacode, as a rule. Any departure from this principle must be agreed with Assel.
4. In case of panelization (multi-blocks) all boards on the panel must be useful (no cross outs).
5. Production according to PCB specification :
 - 5.1. any doubts concerning PCB specification must be cleared with Assel before production start
 - 5.2. all parameters must be accordance with Assel's technical specification (track thickness, laminate thickness and type, surface finish, stuck up and others)
 - 5.3. if not other specified production quality according to IPC-600 class 2.
6. Each production lot must be tested and results report (in English language) have to be stored and delivered to Assel for each production batch :
 - 6.1. Conformity confirmation of all parameters and dimensions to specification
 - 6.2. electrical test results for 100% of delivered PCBs
 - 6.3. cross-section measurement and samples
 - 6.4. solderability test
 - 6.5. RoHS2 declaration
 - 6.6. Others on request
7. Materials must meet the requirements of [JSD-020-D](#) standards in terms of classification temperature for reflow soldering, if not other specified.
8. Materials and Packing materials must meet the requirements of EU Directive [2002/95/EC](#) (RoHS2) and Regulation (EC) [No 1907/2006](#) (REACH), otherwise it is necessary to inform Assel with written notice prior the delivery dispatch.
9. Materials, with no exception must be new and previously unused.
10. Delivery conditions / packaging:
 - 10.1. Vacuum packaging in accordance with requirements of [JEDEC J-STD-033](#), such as: moisture barrier bag (*MBB*) or similar, containing desiccant material and Humidity Indicator Card (HIC) inside of each package,
11. The material must be protected from damage that might occur during transportation, in accordance with the standard adopted in freight handling, especially corners of PCB
12. A single package must only contain material from one production batch.
13. **Guarantee period: 12 months** from delivery date for mechanical or electrical defects
14. Nonconformities:

Supplier covers cost of all components placed on faulty PCBs, cost of placement and also cost of exchange of faulty PCBs assembly even when claimed by final customer when malfunction of devices is caused by PCB supplier.

CERTIFICATE OF CONFORMANCE (CoC)

Unless otherwise agreed, Assel expects Suppliers to provide CoCs for each shipment that involve custom build / dedicated items. Commercial off the Shelf (COTs) items are exempt from this requirement unless required by specification/print or by Assel's Purchase Order.

Certificates shall include the minimum information as follows:

- Company name and address (printed in company letterhead preferred)
- Part number and revision
- ID Assel
- Part description
- PO number

- Lot or batch number and date code
- Quantity
- Statement of compliance to all applicable requirements
- Reference to applicable product requirements (e.g. international standard, drawing or specification including revision)
- Reference to applicable safety or regulatory requirements and/or accredited institutions file number (e.g. UL, CE, CSA, CCC, etc.)
- Reference to applicable environmental requirements (e.g. RoHS2, REACH, etc.)
- Approval printed name and title
- Approval signature
- Approval date

Where a CoC is supplied in a shipment with multiple packages, the Supplier shall mark the box containing the CoC to facilitate retrieval at Assel incoming inspection. Assel expects Suppliers to request and maintain records of CoCs for their own incoming material as appropriate. These records shall be made available to Assel upon request.

The Supplier may be regularly asked to supply the CoC via email, after the dispatch to Assel and before the arrival of the material to Assel - Report.PCB@assel.pl

Lack of delivery of such report at the delivery (or before delivery via email) will automatically trigger a Non-conformance report to the Supplier.

REQUIREMENTS FOR ELECTRO-MECHANICAL MATERIAL SUPPLIERS

For all new “non-catalogue” components the First Article Approval (validation) is applied.

Apart from technical specification for majority of mechanical components an appearance standard is important. Assel expect Supplier to fulfill adequate standards.

Assel may ask supplier to send complete measurement report, specific test results and/or outgoing quality report with each delivery. Supplier will follow this request.

ELECTRO STATIC DISCHARGE (ESD) PROTECTION REQUIREMENTS

- ESD packaging shall be used for all electrostatic sensitive products according to industrial standards. Assel ESD Control Programs are based on IEC 61340-5-1.
- The product’s packaging shall be labelled.
- Suppliers of electrostatic sensitive devices shall incorporate suitable measures, including protected areas, handling, and packaging requirements, to ensure that components are not damaged due to ESD events prior to arrival at Assel facility.
- These practices shall be documented in an ESD Control Program within the suppliers facilities and objective evidence is to be available to demonstrate compliance.

MOISTURE SENSIVITY DEVICE (MSD) REQUIREMENTS

- The suppliers shall use the MSD packaging and labelling requirements for all moisture sensitive devices per IPC/JEDEC J-STD-033 standards.
- MSD sensitive components shall be sealed in a moisture barrier bag containing desiccant and humidity indicator card, when appropriate.
- The bag shall be labelled indicating moisture sensitivity level, peak body temperature exposure, maximum exposure time before re-bake is required, and date the bag was sealed.
- Shelf life shall be a minimum of twelve (12) months from the date the bag was sealed but not less than six (6) month from the date of delivery to Assel..

REQUIREMENTS FOR CHEMICAL SUPPLIERS

Component Composition Reporting / Environmental Compliance – Suppliers must comply with all applicable governmental, regulatory and environmental requirements (including those of the country where products are manufactured as well as where it is shipped to Assel. This applies to the design, manufacture and delivery of products to Assel.

Suppliers are required to have processes in place to monitor changes in applicable governmental, regulatory and environmental requirements, determine the impact of the changes to their operations and products that are supplied to Assel and take appropriate actions to ensure continuing conformance. The MSDS has to be added to the first delivery to Assel. Supplier will inform Assel of every changes or amendments in the MSDS.

EXPIRATION DATE

Product delivered to Assel must be fresh at the date of delivery. It means that time to expire date has to be not less than 75% of total acceptable shelf life.

REQUIREMENTS FOR LOGISTICS SERVICES PROVIDERS

Transportation is the one of the most important elements of the supply chain. To manage all shipments in accordance to our expectations, the below mentioned requirements shall be followed. The logistics/shipping coordinator chooses the partner based on the following criteria:

1. Shipment tracking

Web-based service that provides enhanced tracking and delivery information is required. Shipment status has to be updated on a regular basis. Each change of package location has to be scanned in the electronic system.

2. Insurance of national / international shipments

All international and shipments shall be insured adequately. Insurance must be price included.

3. Price competitiveness

The total competitiveness of the transportation partner (including all additional costs, services etc.)

4. Flexibility, communication and service

The level of flexibility of the shipping provider, time of reaction to Assel needs, level of communication, standard of service and information.

OPERATIONAL REQUIREMENTS

Note1: All possible delays, change in status, change of delivery dates. If any unexpected event happens with direct impact on our consignment, please inform us immediately by sending an e-mail to: zakupy@assel.pl or directly to the shipping coordinator. This request is related to such situation as: the goods were not collected on planned day, some events on the road appeared (fatal road accident, traffic jam, strikes, weather conditions etc.).

Note2: Proof of delivery (POD): POD should be available on line 3 days after delivery of the goods is done. In case the company does not use the Extranet, POD should be attached to the invoice.