



Purchase Order Provisions

General Requirements

- Full compliance to the following clauses specified by the purchase order is required. Failure to
 comply or partial compliance with any clause specified by the purchase order shall be cause for
 rejection and return of the item(s) in question.
- HARTING reserves the right to return, at the Suppliers expense, any or all of a lot in which defective
 part have been found by HARTING's inspection and testing sampling plan. Final acceptance is
 performed at HARTING's facility.
- HARTING reserves the right of access for HARTING's, HARTING's customer/Government/Regulatory Authorities (when accompanied by HARTING) to all facilities involved in the Purchase Order.
- The supplier agrees to provide timely notification to HARTING of nonconforming material, quality
 alerts or product recalls. The supplier shall obtain written approval from HARTING regarding the
 disposition or use of nonconforming product.
- Supplier shall establish and maintain a Counterfeit Parts/Materials control plan and/or procedure to
 ensure that counterfeit goods are not delivered to HARTING. Suppliers shall only purchase products
 to be delivered or incorporated as goods to HARTING directly from the Original Component
 Manufacturer (OCM)/Original Equipment Manufacturer (OEM), authorized distributor chain,
 aftermarket manufacturer or authorized reseller. These goods shall have verification that goods are
 traceable to OCM/OEM, authorized distributor chain, aftermarket manufacturer, or authorized
 distributor. Supplier shall provide written notification to HARTING buyer if supplier becomes aware or
 suspects that it has furnished counterfeit goods within 24 hours. Supplier shall have a documented
 process in place to ensure counterfeit goods are contained and do not reenter the supplier chain.
 Supplier shall flow down these requirements to lower tier subcontracts as applicable.
- The supplier agrees to maintain strict controls to assure that, after the item(s) successfully pass the
 qualification/acceptance, neither design, material, part, process procedure, tooling or test equipment
 shall be altered, redesigned or replaced by any other design, material part process, procedure,
 tooling or test equipment, nor shall the items(s) be produced at other than the suppliers original
 facility which produced the acceptable item(s), without written approval of HARTING.
- The supplier shall flow down all specifically identified Quality clause requirements to their subtiers as specified in the HARTING Purchase Order.

- Unless otherwise specified, documentation supporting the requirements of this Purchase Order shall
 be maintained on file for a minimum of ten (10) years after completion of the Purchase Order. This
 documentation shall include, but is not limited to: material certifications, test coupons,
 manufacturing and inspections records and test reports. HARTING shall be notified thirty (30) days
 prior to disposal of documentation. HARTING reserves the right of access for HARTING, HARTING's
 customer/Government/Regulatory Authorities (when accompanied by HARTING) to all applicable
 records.
- Materials shall be packaged in a manner that will prevent damage and preclude moisture, foreign
 matter or contamination damage and be properly maintained (e.g. temperature, humidity) prior to
 receipt by HARTING. Exceptions must be approved by HARTING prior to shipment.
- Purchase orders require a formal purchase order acknowledgement. Acknowledgements can be received as an email, verbal or hard copy acknowledgement. All acknowledgements shall confirm, at a minimum the following information:
 - HARTING Purchase Order Number
 - o Material Number
 - Supplier Material Number
 - o Description of material
 - Quantity supplied
 - o Price
 - Delivery Date (dock date)
 - Confirmation Number (optional)
- HARTING requires a Packing Slip for all shipments. All Packing Slips shall include at minimal the following information:
 - Purchase Order Number
 - o Description of material
 - o Supplier Part Number
 - o HARTING Part Number
 - o Quantity shipped

System Requirements

The supplier's Quality system is subject to review and approval by HARTING and/or HARTING's customer/Government/Regulatory Authorities (when accompanied by HARTING) at any time. HARTING's approval of supplier's program does not constitute acceptance of product/services or relief of purchase order requirements.

- Quality Assurance System: The supplier shall maintain a Quality Assurance Program in accordance with ISO 9001 (latest revision) or equivalent, e.g. AS9100.
- <u>Distributors:</u> The supplier furnishing materials to HARTING shall maintain an inspection system
 adequate to assure conformance to Purchase Order requirements. Distributors must be OEM
 authorized. Materials supplied by Distributors must retain the OEM's material traceability and
 comply with all OEM environmental/shelf life requirements.

Special Process and Change Controls

<u>Supplier Special Process Control:</u> An on-site survey may be conducted by HARTING and/or HARTING's customers/Government/Regulatory Authorities (when accompanied by HARTING) for approval of special processes. The supplier is responsible for all specials processes conducted by the supplier's subtier. HARTING approval of the supplier's procedures does not relieve the supplier/subtier of any responsibility for compliance to the Purchase Order. The Supplier shall notify HARTING thirty (30) days prior to a change in the supplier or subtier's facility location.

Traceability

- <u>Material/Component Traceability:</u> Materials, components, and subassemblies forming the item(s) prescribed in the Purchase Order shall be traceable from the supplier's shipper back to the Supplier's Purchase Orders. This requirement applies to serialized and nonserialized items. All traceability documentation shall remain on file at the supplier's facility and must be made available to HARTING upon request.
- <u>Material/Component Traceability:</u> The supplier shall maintain a material/product traceability system
 that assures full traceability to the material lot and any applicable requirements imposed by listed
 drawing or specification standards. The supplier shall maintain records that provide manufacturing
 production lot/batch traceability for each:
 - o Serialized subassembly
 - Unserialized subassembly
 - Individual part
 - o Consumed materials (solder, adhesive, etc.)

The supplier shall assure that the certifications provided include the actual materials, special process or testing standards noted on the applicable drawings along with the applicable revision letter or identifier. Any exceptions to standards or specification must be noted. Unless otherwise specified, the latest revisions of standards and specification apply.

Certification Requirements

- <u>Certificate of Conformance</u>: The Supplier or distributor shall furnish, with each shipment, a legible and reproducible certificate stating compliance to the Purchase Order requirements. This certificate shall include the Supplier's/distributors name, Purchase Order Number, item name and the specification number (including revisions and amendments) or drawing number (including revision), lot/serial number, as applicable. This certificate shall be authenticated by a responsible Quality Assurance Representative or Company Official attesting compliance to all applicable Purchase Order requirements. Certificates of Conformance for materials supplied by Distributors must provide material traceability to OEM's/OCM's information regarding item name and the specification number (including revisions and amendments) or drawing number (including revision), lot/serial number, as applicable.
- Special Process Certification: Each shipment must be accompanied by a legible and reproducible copy of a certificate for special processes used to manufacture/inspect the part. When parts are serialized, serial numbers must appear on the certification. The certificate shall list the Purchase Order Number, item name, drawing or process specification number (including revision and amendments, if applicable), supplier or subtier name. This certificate shall be authenticated by a responsible Quality Assurance Representative or Company Official attesting compliance to all applicable Purchase Order requirements.

- Supplier Inspection/Test Data Report: The Supplier shall furnish, upon request, a completed, legible, reproducible copy of the Supplier Inspection/Test Data Report. Upon approval by HARTING, the supplier may opt to utilize their own inspection/test data report, provided it satisfies all the criteria. The report shall include actual data for all dimensions as identified and an indication of acceptance for the other dimensions. Part number (with revision), part name, quantity inspected and sample inspection level shall be included. The sampling plan shall not allow for the acceptance of known defectives in the lot, i.e. the plan shall always reject the lot if one defect is found. Test data shall include actual data and an indication of acceptance for all test parameters. The report shall list the purchase order number, item name, drawing, or specification number (including revision and amendments, if applicable) and the authenticated by a responsible Supplier Quality Official attesting compliance to all applicable requirements.
- <u>Calibration Certification</u>: The calibration supplier listed on the Purchase Order shall perform all calibrations and is not authorized to subcontract any calibration unless approved by HARTING. A calibration report shall be furnished to HARTING for each calibration performed and at a minimum include the following information:
 - Identification of unit being calibrated
 - Identification of the calibration source traceable to a national standard
 - Date of calibration
 - o Conditions "As Found" and "As Left"
 - Notification of out-of-tolerance conditions
 - Certification that calibrations were performed in accordance with either ANSI/NCSC Z540.
 - Identification of measurement uncertainties
- <u>Subtier PO Clause Flowdown:</u> The Supplier shall flow down applicable HARTING PO requirements to supplier subtiers including identified key characteristics as specified in the HARTING Purchase Order.

Inspection

First Article Inspection (FAI): A FAI is required, on new product representative of the first production, when processes have changed, production facilities have moved, or the product has not been manufactured in a 12 month period. If any of these conditions apply, a FAI is required. The Purchase Order shall make specific reference to the need of a FAI. Unless otherwise specified, the FAI Report shall include all specified part characteristics and tests, including those specified by drawing, specification or purchase order notes. Actual variable data should be listed for each characteristic. Tolerances shall be specified for each item listed. A proposed FAI Report format shall be included with the plan submittal. After completion of the FAI, the FAI Report must be signed by the supplier's authorized Quality Assurance Representative and submitted to HARTING for approval. This report shall be approved prior to FAI approval, the activity, including associated costs, will be at the supplier's risk unless written authorization is provided by HARTING. HARTING and its customer/Government/Regulatory Authorities (when accompanied by HARTING) may elect to witness the FAI.

Source Inspection: When source inspection is required, the Purchase Order shall make specific reference to the need. All items in the Purchase Order are subject to in process quality surveillance by HARTING and/or HARTING's customer/Government/Regulatory Authorities (when accompanied by HARTING). Shipments shall not be made without HARTING's Quality Representative's authorization. Source release does not constitute final acceptance, which is performed at the HARTING's facility. A copy of the Purchase Order, related correspondence, and manufacturing and inspection documentation shall be made available to the HARATING Quality Representative. The Supplier shall provide no less than three working day advance notification to the HARTING buyer before items are ready for HARTING source surveillance.

Testing

<u>Test Coupons. Supplier Furnished:</u> The Supplier shall furnish test coupons of the material and quantity required by the applicable specifications representative of the Production Lot. Test coupons shall be permanently identified by the supplier and traceable to each process lot as follows:

- o Supplier's name or trademark
- o HARTING's Purchase Order Number
- o Lot Number/Serial Number

Statistical Process Control

<u>Statistical Process Control (SPC)</u>: The product manufactured under Purchase Order Provision has been identified as a material in which Statistical Process Control analysis may be used for acceptance. Acceptance methodology and reporting must be approved by HARTING prior to manufacture.

Delivery

<u>Delivery Performance Criteria:</u> Supplier delivery performance shall be measured on the following criteria:

- Any days early to two (2) days late considered on time
- Delivered quantity: 5 to + 10% considered acceptable

These Delivery Performance criteria combined with any quality performance shall determine a Suppliers performance rating. Corrective action will be required when the Supplier does not meet HARTING's established Supplier Ratings.

Code of Conduct for Corporate Social Responsibility

HARTING, ZVEI and its member companies affirm their Corporate Social Responsibility as a part of their global business activities (internationally known as "CSR"). "ZVEI's Code of Conduct for Corporate Social Responsibility" (hereinafter called "CoC") acts as a guideline in the industry, especially regarding working conditions, social and environmental compatibility, transparency, collaboration and dialog that is marked by trust. Developed and agreed to by ZVEI and its member companies, the content of this CoC is an expression of ZVEI's collective core values as they are defined in ZVEI's vision and mission statements and especially as they are affirmed in the social market economy.

ZVEI recommends that this CoC be implemented by the member companies. It is designed as a self-imposed obligation that can be signed by the member companies. By providing this CoC, ZVEI assists them in responding to different general conditions in a global market and in facing challenges and social expectations that come from intensified collaboration from within the value chain.

Basic Understanding of Social Responsibility in Corporate Management

A mutual, basic understanding of social responsibility in corporate management forms the basis of this CoC. This means THE SUPPLIER assumes responsibility by bearing in mind the consequences of its business decisions and actions on economic, technological, social and environmental levels and brings about an appropriate balance of interests. THE SUPPLIER voluntarily contributes to the wellbeing and long-term development of a global society at every point it can at the locations where it is in business. It is geared towards universally held ethical values and principals, especially integrity, honesty and respect of human dignity.

Core Values for Social Responsibility in Corporate Management

THE SUPPLIER will proactively work to ensure that the values mentioned below are put into practice and adhered to both now and in the future.

Adherence to Laws

THE SUPPLIER will abide by the laws in effect and other legal requirements of the countries where it is in business. For countries that have a weak institutional framework, THE SUPPLIER will carefully examine what good company practices from its home country should be applied to enable supportive, responsible company management.

Integrity and Organizational Governance

THE SUPPLIER gears its activities towards universally held ethical values and principals, especially integrity, honesty, respect of human dignity, openness and non-discrimination based on religion, ideology, gender and ethnicity.

THE SUPPLIER rejects corruption and bribery as stated in the relevant UN Convention. It uses suitable means to promote transparency, trading with integrity, responsible leadership and company accountability.

THE SUPPLIER pursues clean and recognized business practices and fair competition. In regards to competition, it focuses on professional behavior and high standards of quality for work. It fosters partnership and trusting interaction with the supervisory authorities. Additionally, it will hold to the parameters of the "Guide for our Association Activity – Instructions for Compliance with Competition Law in the ZVEI".

Consumer Interests

To the extent consumer interests are affected, THE SUPPLIER abides by regulations that protect the consumer, as well as appropriate sales, marketing and information practices. Groups that are in special need of protection (e.g. protection of minors) will receive special attention.

Communication

THE SUPPLIER will communicate in an open way and is oriented towards dialogue about the requirements of this CoC and about its implementation among employees, clients, the Suppliers and other stakeholders. Every document and all information will be duly produced. They will not be unfairly changed or destroyed. They will be properly stored. Company secrets and partner's business information will be handled sensitively and will be kept in confidence.

Human Rights

THE SUPPLIER is committed to promote human rights. It respects human rights stated in the Charter of the United Nations

Privacy

Protection of privacy

Health and Safety

Ensuring health and work safety, especially the guarantee of a safe and health-promoting work environment, avoiding accidents and injuries.

Harassment

Employee protection against bodily punishment and against physical, sexual, psychological or verbal harassment or abuse.

Freedom of Conscience

Protection and guarantee of the right to freedom of conscience and freedom of expression.

Working Conditions

THE SUPPLIER abides by the following core work standards from ILO

Child Labor

The prohibition of child labor, i.e. the employment of persons younger than 15 years old, as long as the local legal requirements do not specify a higher age limit and as long as no exceptions are permitted.

Forced Labor

The prohibition of forced labor of any kind

Wage Compensation

Work standards concerning compensation, especially in regards to the level of compensation as stated in the laws and requirements that are in force.

Employee Rights

Respecting the rights of the employee to freedom of association, freedom of assembly and collective bargaining, as long as this is legally permitted and possible in the respective country.

Prohibition of Discrimination

Treatment of all employees in a non-discriminatory fashion.

Hours of Work

THE SUPPLIER abides by work standards concerning the longest permitted time of work.

Environmental Protection

THE SUPPLIER fulfills the requirements and the standards for environmental protection that affect their operations and acts in an environmentally conscious way at all locations where it is in operation. For additional responsibility with natural resources, it holds to the principles from the Rio Declaration.