

A **DURAVANT** COMPANY

SUPPLIER MANUAL

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Key Technology Supplier Manual

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Appendix A: Supplier Request for Approval (SRA) – Revised June 22, 2015 Appendix B: Part Submission Approval (PSA) – Revised June 22, 2015 Appendix C: Corrective Action Report (CAR) – Revised June 22, 2015 Appendix D: Workmanship Requirements – Revised June 22, 2015 Appendix E: Traceability Requirements – Revised June 22, 2015 Appendix F: Supplier Code of Conduct – Revised June 22, 2015 Appendix G: Supplier Quality Management System Audit – June 22, 2015



1. Introduction

This manual outlines Key Technology's expectations for products and services purchased from suppliers. Additional requirements outside of this standard would include Engineering drawings, Key Technology procedures, and Purchase Order Terms and Conditions.

By conducting business with Key Technology, you are acknowledging that you have reviewed and accepted the conditions stated in this manual.

All commitments for products and services are communicated to suppliers through Purchase Orders, which include by reference Key Technology Purchase Order Terms and Conditions.

1.1 Scope

This Supplier Manual applies to suppliers of Key Technology supplying materials, components, or services that become a part of the finished product, and are manufactured to Key Technology prints or specifications.

The manual excludes MRO suppliers and suppliers of off-the-shelf components, unless specifically indicated on the PO that compliance is required.

1.2 Exceptions

Conformance with these requirements may only be waived in writing through Key Technology Purchasing and Quality Assurance Management using the Supplier Request for Approval (SRA) form (Appendix A).

1.3 Required References

At times Key Technology may reference industrial or International references that are required. These could be specifications, procedures, etc. that may have to be purchased by the supplier from third party document sources.



2. Key Technology Guiding Principles

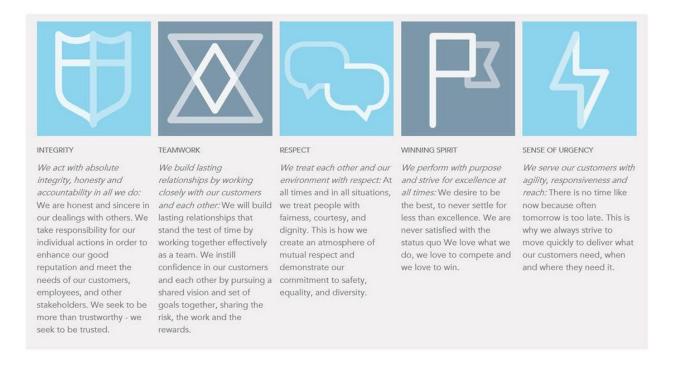
OUR MISSION

Our Mission is to consistently deliver unrivaled performance to our customers and partners through leading product design, project delivery and exemplary service. We seek to create long-term relationships that drive value for our customers and profitable growth for our shareholders.

OUR VISION

Our vision is to be recognized worldwide as the leading provider of the most innovative and reliable engineered equipment in every market we serve.

Core Values



Quality Policy

Quality is KEY

- **K** Keeping our promise to our customers by meeting requirements
- E Engaging our resources to execute our strategic plan
- Y Yielding continuous improvement.

Key Technology Purchasing Philosophy



Quality, Delivery, Service, Value, and Responsiveness are the criteria by which we measure our suppliers as we strive to fulfill our customers' expectations.

Key Technology actively seeks out competitive suppliers to enhance our ability to manufacture, have a global footprint, and help us to provide timely solutions to our customers.

The Key Technology Purchasing department manages all aspects of the supply chain. The choice of suppliers may be the result of investigation and deliberation amongst various departments within Key Technology.



3. Supplier/Customer Partnership

3.1 Preferred Suppliers

In an effort to establish a basis for these relationships, Key Technology will seek suppliers that strive to achieve the following:

- Continual improvement and zero nonconformance's in all aspects of the business.
- Take full responsibility for problems if they occur as a result of defective product being shipped to Key Technology.
- Ship product 100% on time and defect free.
- Work with and fully support Key Technology in our customer relationships.
- Comply with the requirements set forth herein and other appropriate specifications.
- React with a sense of urgency when these expectations are not met. Take immediate steps to resolve deficiencies to prevent their recurrence within the time allocated by Key Technology.
- Proactively communicate with Key Technology, especially regarding all changes including but not limited to schedules and services.
- Request approval in writing from Key Technology prior to any material substitutions, process, and/or product changes.
- Act in an open and ethical manner, and treat Key Technology with trust through all communications.
- Maintain confidentiality of all communication and information exchanges, including but not limited to prints, specifications, samples, applications, and software.
- Apply world-class manufacturing processes like Lean Manufacturing.
- Support cost reduction requests from Key Technology. Provide cost effective solutions.
- Provide expert knowledge of product and manufacturing processes.

3.2 Supplier Code of Conduct

At Key Technology, we have always set high standards for the way we conduct business - in areas from corporate and social responsibility to sound business ethics, including compliance with all applicable laws and regulations. In turn, we expect the same commitment from our suppliers. All Suppliers are required to comply with the Key Technology Supplier Code of Conduct (Appendix F).

3.3 Supplier Selection

Key Technology determines the methods for assessment and how additions are made to the supplier base. An assessment can be performed by one or more of the following:

- Submission of an ISO 9001 or similar Quality Management System (QMS) certification.
- Completion of a Key Technology quality survey Appendix G.
- An onsite audit of a supplier's QMS by a Key Technology representative.
- Grandfathered based on past history (prior to 5/23/11).

To become an approved supplier, the supplier must first exhibit evidence of a functioning QMS that gives the assurance of a commitment to quality and to continuing improvement. The supplier's current policies and procedures shall be available for Key Technology to review upon request.



3.4 Product Design

When suppliers are designated as design responsible, initial designs and design changes shall have Key Technology's written approval prior to introduction into the manufacturing process. Supplier shall request approval using the SRA.

3.5 Key Technology Assets/Property

When Key Technology assets/property are furnished to the supplier, supplier shall establish and maintain controls to ensure that the assets/property are inspected, properly maintained, uniquely identified, safeguarded, and that damage and/or discrepancies are reported to Key Technology immediately upon finding.

Note: Key Technology assets/property can include intellectual property and personal data.

3.6 End of Life Issues

The supplier is expected to notify Key Technology promptly when they become aware of products that may be reaching the end of their availability and that could affect ongoing supply to Key Technology.

3.7 Supplier Chargeback Guidelines

Receipt of nonconforming material/product at Key Technology may result in a chargeback to the supplier on a fair and equitable basis.

The supplier will be notified in advance of any potential charges and will be provided the
opportunity to replace, sort, or rework their material/product to address the nonconformance. If
time is a factor, Key Technology may need to sort or rework to avoid missing a customer shipment.
In either case, any charges will be negotiated and agreed to by the supplier prior to costs being
incurred.

Note: Examples of what may constitute a chargeback typically include, but are not limited to, reworking product at the customer's location, rework/sorting at Key Technology, rework/sorting via a third party, scrap, and shipping/handling fees (including premium shipment).

3.8 Nonconformance Found at Key Technology and Corrective Action

If a nonconformance is detected at Key Technology, product will be quarantined and dispositioned. If the product is determined by Key Technology to not be usable, it may be dispositioned to return to the supplier. Key Technology will notify the supplier of the nonconformance and request return material authorization (RMA). The supplier is responsible for responding to the RMA request within 5 working days. Appropriate responses include issuing an RMA, disputing the nonconformance, or making other arrangements for disposition.

After disposition of the product, a formal CAR – Appendix C may be issued through the Key Technology Quality Assurance department.



- Upon receipt of the CAR the supplier is responsible for formally responding to Key Technology.
 - A response through D3 Implement and Verify Interim (Containment) Actions is required within 3 days, and
 - A completed CAR is required within a 14 day period unless otherwise agreed by the Key Technology issuing Quality Assurance department.
- In all situations where there are deficiencies and/or defects the supplier is to implement immediate corrective action to contain and permanently correct the problem.

Suppliers to Key Technology are expected to implement and support a system of structured problem solving. Suppliers are welcome to use their systems or the Key Technology system as long as a cross-functional team is able to identify the root cause of a problem and implement permanent corrective actions.

Root cause analysis and corrective actions shall address both the process failure (why made) and the detection failure (why shipped). Suppliers should evaluate the effectiveness of the corrective actions for long-term system support within their company.

3.9 Returned Nonconforming Product

The supplier shall have a system for review and analysis of returned nonconforming product. The system shall allow for documentation of the findings including root cause, corrective action, and verification, and shall be made available to Key Technology when requested.

Nonconforming material includes all products that fail to meet all agreed requirements, whether found at incoming inspection, during production at Key Technology, or at Key Technology's customer, and includes those items that fail prematurely in use.



4. Quality and Delivery Requirements

4.1 Quality Requirements

Suppliers are expected to provide products, processes, and services that meet Key Technology's requirements and are defect free. Key Technology's requirements are specified in Purchase Orders, product specifications, engineering drawings, referenced documents, etc. It is expected that all requirements (e.g., dimensions on prints, material properties, functional properties, performance) will be in conformance on every item.

In addition:

- A quality representative shall be assigned by the supplier to interface with Key Technology to resolve quality-related issues.
- Supplier shall review item requirements prior to production and submit a SRA to the Key Technology Buyer if any specifications cannot be met.
- Have a documentation control process that ensures items are built to the revision specified on the Key Technology Purchase Order.

Suppliers who manufacture material for Key Technology to our drawings and/or purchase specification for sale to our customers must comply with additional requirements:

- In all cases, the supplier will complete inspection using an agreed final quality check sheet.
- In some cases, Key Technology Quality Assurance will travel to the supplier site to verify the supplier inspection.
- If Key Technology inspects the product at its facility, the supplier will include the original final quality check sheet with the shipment of the product.
- If the supplier is authorized to ship direct to Key Technology's customers, the supplier will provide an electronic copy of the completed final quality check sheet to Key Technology Quality Assurance prior to shipment.

Note: Authorization to ship direct to Key Technology's customers must be in writing from Key Technology.

4.2 Delivery Requirements

It is extremely important that the supplier adhere to the required delivery schedule to allow Key Technology to provide finished product to our customers by the scheduled due date.

- 100% on time delivery is defined as 0 days late and up to 2 weeks early.
- For shipments received too early without prior approval the shipment may be received but payment to the supplier may be delayed.
- The Key Technology Purchasing department is to be notified as far in advance as possible if there is the potential of a late delivery.



4.3 Sub-Supplier Management

Each Key Technology supplier is also responsible for the control and continuous improvement efforts of its suppliers. Sub-suppliers that furnish production goods and services are expected to implement and document appropriate controls. On a periodic basis, the supplier should review sub-supplier controls, quality management systems, and improvement plans.

Key Technology reserves the right to visit sub-suppliers in conjunction and agreement with the supplier.

4.4 Workmanship

All finished surfaces shall be protected against foreign material and damage during manufacture and storage prior to delivery. Material shall not be treated or touched up in any manner to conceal defects and shall be free from defects which adversely affect the safety, function, performance, serviceability, interchangeability, appearance or longevity of the item. Unless otherwise allowed per the drawing, finished items shall not have the following conditions: delaminations, cracks, voids, extraneous material, visible irregularities, sharp edges and corners. Evidence of poor workmanship include the following: scratches in excess of drawing and specification requirements, burrs, nicks, corrosion and non-specified oxidation (rust), tool scores, gouges, deformations, missing operations, improper assembly, missing units, stains, knife edges, extraneous material, and missing or damaged protective finish.

Protective finish and/or coating shall be visually examined for completeness, uniformity in appearance and color, and for freedom from pits, corrosion, scratches, and worn or bare spots. Touch up may be used with the approval of Key Technology, in lieu of refinishing with the original finish, for restoration of small areas of finish as long as form, fit, and function are not affected.

Workmanship requirements for specific items are contained in Appendix D.



5. Supplier Business Review

Based on the level of business with Key Technology suppliers may be selected for evaluation. The business review will address quality and delivery performance and other aspects if deemed concerns, such as service, cost or responsiveness. The business review will be scheduled in advance.

5.1 Supplier Evaluation

Suppliers are evaluated in multiple categories, including on-time delivery, order accuracy, service and support, product quality, and price. Unacceptable performance in one or more of these categories could lead to the supplier's status being changed to unacceptable.

5.2 Unacceptable Status

Suppliers with an unacceptable status will need to show quarter over quarter improvement and provide a formal agreed upon improvement plan.

If by the next scheduled performance evaluation sufficient improvements have not been made, Key Technology may stop placing new orders, place existing orders on hold, or both.

5.3 Unplanned Supplier Business Review Meetings

Suppliers not given routine evaluations may still be asked to meet with individuals from Key Technology if there are continual issues that are impeding shipments to our customers. The goal will be to address the issue to provide effective closure. The unsatisfactory performance may involve:

- Overall Quality Performance
- Delivery Performance
- Poor Responsiveness
- Corrective Action analysis/response
- Recurring Issues
- Rejected/Late First Article Submissions

5.4 Supplier Development

Key Technology will be afforded the right to assist the supplier in development of their systems and/or processes when:

- The performance level of the supplier falls below an expected level
- The supplier requests assistance in the development of systems
- Key Technology requirements are not being met

Whenever Key Technology deems it necessary to develop a supplier, an action plan is initiated by Key Technology and is communicated to the supplier. The supplier is responsible for providing the necessary resources for successful completion of the action plan.



6. Identification, Packaging, and Traceability

6.1 Identification

Each individual skid (or package on a mixed pallet) is to be clearly identified. Labels should be used that clearly identify the product and include at a minimum the following information in a legible condition:

- Supplier Name
- Purchase Order Number
- Manufacturing location (if multiple locations exist)
- Part Number
- Part Name or Description
- Manufacturing Date or Lot Number
- Quantity

6.2 Packaging

The packaging must be of adequate strength for the weight of the product and protect it from damage during transit and storage while maintaining the integrity of the product. Packaging shall protect from:

- Moisture
- Contamination
- Warp
- Crushing
- Scratching, marring, or other visual defects
- Electrostatic Discharge (ESD) Protection (where applicable)

6.3 Traceability

Where required, suppliers shall establish and maintain a system to provide traceability and identification for their final product, as well as through all stages of their production and delivery. Where required by Key Technology engineering specifications or purchase orders, individual units must be serialized and traceable per Appendix E.

6.4 Country of Origin

Every article of foreign origin entering the United States must be legibly marked with the English name of the country of origin unless an exception from marking is provided for by law.

6.5 United States Free Trade Agreements

Trade agreements are a tool for promoting fair competition and encouraging foreign governments to adopt open and transparent rulemaking procedures as well as non-discriminatory laws and regulations.

The United States is party to many bi-lateral and multi-lateral trade agreements. Countries with which the U.S. has active bi-lateral trade agreements include Australia, Bahrain, Chile, Israel, Jordan, Morocco, Peru, Oman, Singapore, Panama, Korea and Colombia. The active multi-lateral trade agreements that the U.S. has signed include the North American Free-Trade Agreement and the Central America-Dominican Republic Free Trade Agreement (CAFTA-DR). The U.S. is also party to the General Agreement on Tariffs and Trade (GATT, overseen by the World Trade Organization (WTO) along with 152 other countries.



6.6 International Suppliers

The following are the minimum requirements for international shipments:

- 1. The **Packing Slip** shall contain, at a minimum, the following:
 - Key Technology purchase order number
 - Part number
 - Description
 - Quantity per line item
 - What box number each line item is in
 - Total number of boxes in shipment
 - Dimensions of shipment
 - Final delivery address

The packing slip shall be put inside the crate and the crate marked on the outside saying packing slip enclosed.

- 2. The Commercial Invoice shall contain, at a minimum, the following:
 - Key Technology purchase order number
 - Part number
 - Description
 - Quantity per line item
 - Unit price and extended price on each line
 - Total value of shipment
 - Country of origin
 - Harmonized Tariff Schedule of the United States (HTSUS) to the 8th or 10th digit¹
 - Terms of Sale
- 3. Is shipment from a Generalized System of Preferences (GSP) eligible country?
 - Yes
 - No
- 4. Is shipment GSP Eligible?
 - Will merchandise be shipped directly from the supplier in the GSP eligible country to the United States?
 - Is merchandise manufactured completely of materials from such GSP eligible country?

¹ See <u>US trade commission web-site</u> for assistance in obtaining or verifying any tariff code for any commodity to be imported to US customs territory. The items listed in 1 and 2 above must be obtained or release of shipments could be delayed by Customs and possibly rejected. Reference <u>http://hts.usitc.gov/</u>



• If third country components are used, is at least 35% value added in the GSP eligible country?

6.7 Safety, Environment, and Hazardous Materials

Key Technology suppliers should ensure that all production and manufacturing processes are carried out in conditions that have proper and adequate considerations for the health and safety of those involved. Key Technology will not do business with any supplier that provides an unhealthy or hazardous environment, or which utilizes mental or physical disciplinary practices.

Suppliers are to ensure that all materials and products being supplied to Key Technology satisfy current government and safety constraints on restricted, toxic, environmental, and hazardous materials. Any special requirements will be defined in the Key Technology purchase order or contract documentation.

Material Safety Data Sheets (MSDS) must accompany all initial shipments of any materials which contain toxic and/or hazardous materials and are to be routinely updated. All containers of hazardous products must be clearly labeled.

Hazardous chemicals are defined as any element, chemical compound, or mixture of elements and/or compounds that may pose a health or physical hazard.



7. Nonconformance and Deviation

When a nonconformance is detected at the supplier's location, the supplier must determine the extent of the problem and take prompt action to correct the condition while preventing shipment of any nonconforming product to Key Technology.

The supplier must immediately notify Key Technology of any suspected quality problems in transit or already received at a Key Technology facility.

In the event that the supplier believes that the deviation from stated requirements will not affect form, fit, or function at Key Technology or Key Technology's customer, the supplier may submit a written request for temporary deviation before the product is shipped. The SRA is to be submitted to the Key Technology Buyer issuing the purchase order for approval.

Note: The supplier should include a copy of their internal nonconformance documentation when submitting the SRA.

If Key Technology Engineering and Quality Assurance determine the product is usable and required for immediate delivery, Key Technology will provide written approval of the temporary deviation. If approval is not granted, the supplier must initiate their internal nonconformance procedures to ensure that the product is not released.

Note: The supplier may be required to provide formal corrective action outlining the steps that have been taken to prevent a reoccurrence of the problem.

Upon receipt of an approved deviation, all containers of deviated product must be clearly labeled with the deviation number, stated on the approved SRA form.



8. Continuous Improvement/Cost Reduction

Key Technology will work proactively with its supply base to support cost reduction implementation, but expects its suppliers to take the initiative in establishing projects that will generate cost savings. Suppliers will be expected to participate in formal cost reduction reviews as required by Key Technology. Areas for cost reduction may include, but are not limited to:

- Manufacturing costs
- Quality costs
- Delivery costs
- Purchasing costs
- Overhead costs

Note: Supplier cost reduction goals may be established through the Key Technology Purchasing department on an annual basis.



9. First Article Requirements and Notification

9.1 First Article Sample Submission

Sample submissions, if required, will be requested through a purchase order.

The purpose of first article samples is to confirm that all drawing and specification requirements are met, and that the processes are capable of producing the product to specification. The first article samples must be approved in writing prior to volume shipments of production products.

When sample submission is required, the supplier will be required to submit representative samples from production with a first article documentation package.

NOTE: When a sample submission is required on an assembly that incorporates a Key Technology part numbered sub-assembly, a separate sample approval is required for the sub-assembly prior to submission of the upper level assembly.

Any samples being submitted are to be packaged in the production packaging unless written authorization is received from the Key Technology Purchasing department, and are to be clearly identified with the following information, in addition to that information required of all product by section 7.1:

- "FIRST ARTICLE PRODUCT"
- Name of sample recipient

9.2 First Article Documentation Requirements

When required to submit for first article approval, the supplier shall provide, as appropriate and agreed upon:

- **Design record**. Where the design record is in electronic format, the supplier shall produce a hard copy to identify measurements taken.
- **Authorized Engineering Change documents**. When applicable, changes that have been incorporated into the product but not yet recorded in the design record (e.g., redlined prints).
- **Process Flow Diagram(s)**. The supplier shall provide a process flow diagram, or diagrams, that clearly describes the production process steps and sequence, as appropriate.
- **Process Failure Mode and Effects Analysis (PFMEA)**. A PFMEA is not required unless specified on the purchase order, but its use is encouraged to help prevent problems and to document the collective knowledge of cross-functional teams.
- **Control Plan**. The supplier shall provide a Control Plan that defines all methods used for process control. Control Plan approval may be required for certain products. The Control Plan is a written description of the systems used for controlling production parts and processes. The Control Plan is a living document and should be updated to reflect the addition or deletion of controls based on experience gained with production parts.
- **Dimensional Results**. The supplier shall provide evidence that dimensional verifications required by the design record and the Control Plan have been completed and results indicate compliance with specified requirements.



- **Records of Material /Performance Tests Results**. Where material or performance tests are required by the Design Record or Control Plan, the supplier shall perform tests and have evidence of compliance for all parts and product materials.
- Upon completion of all First Article requirements, the supplier shall complete the PSA Appendix B. **9.3 Notification Requirements**

The supplier shall notify the Key Technology Buyer of any planned changes to the design, process, or manufacturing site using the SRA. Upon notification and approval of the change by Key Technology, and after change implementation but in advance of first production shipments, the supplier shall resubmit for first article approval as indicated on the SRA.

Examples of changes requiring notification:

- Item form, fit, or function
- Engineering changes
- Change in critical sub-supplier or material source
- Site of Manufacturer
- Manufacturing processes
- Change in material or components

9.4 Submission Requirements

The submission level will be included on the purchase order or on the SRA. The supplier shall submit the items and/or records as specified below:

- Level 1: PSA only, or PSA and supporting data deemed necessary by Key Technology.
- Level 3: PSA with product samples and complete supporting data submitted to Key Technology.
- Level 5: PSA with product samples and complete supporting data reviewed at the supplier's manufacturing location.

Note: First article records, regardless of submission level, shall be maintained by the supplier for a minimum of three (3) years.

9.5 Advanced Quality Planning

Suppliers are encouraged to use a cross-functional team approach when preparing for production of a new product for Key Technology. This team approach should include:

- Development of Process Flow Diagrams
- Development of Process FMEA's
- Development of Control Plans
- Monitoring of Special Characteristics
- Mistake Proofing
- Actions to reduce the risk associated with potential failure modes



10. Confidentiality

Suppliers shall not disclose to others or use for its own purposes any trade secrets, confidential information, designs, data, skills, or any other information derived by doing business with Key Technology. All communications, documents, and specifications from Key Technology are considered confidential. The supplier shall be further bound by its non-disclosure agreement with Key Technology.



11. Change History

| Version | Release Date | Changes |
|---------|--------------|--|
| 1.0 | 05/23/11 | Original Release |
| 1.1 | 12/30/11 | 1. Added Supplier Code of Conduct. Created new section 3.2 and |
| | | Appendix F. Incorporated some of section 3.1 into Supplier Code of |
| | | Conduct. |
| | | 2. Revised section 2 with updated company Vision |
| | | 3. Revised Appendix A instructions to clarify bullets 11 and 19. |
| | | 4. Updated section 4.1 for suppliers producing finished items that could |
| | | be directly shipped to Key Technology customers. |
| 1.2 | 06/01/12 | 1. Revised dating of Appendices to reflect release and revision dates |
| | | independent of Manual |
| | | 2. Revised section 3.3 to allow for submission of an ISO 9001 certification or similar certification |
| | | 3. Revised section 2 to reflect updated Vision & Mission. Re-ordered |
| | | Vision before Mission. Added Core Values |
| | | 4. Renamed section 3.8 and revised to specify supplier responses for |
| | | nonconformance's found at Key Technology. |
| | | 5. Added Appendix G: Supplier Quality Management System Audit |
| 1.3 | 10/14/13 | 1. Revised the Key Technology brand image across all pages, cover |
| | | sheets, and appendices |
| | | 2. Added section 6.8: Conflict Minerals and Appendix H: EICC-GeSI |
| | | Conflict Minerals Reporting Template |
| | | 3. Revised Appendix G: Supplier Quality Management System Audit, |
| | | question 23, to improve its clarity |
| | | 4. Revised section 9.1 to clarify requirement for Key Technology part |
| | | numbered sub-assembly submissions when incorporated into a higher |
| | | level assembly |
| 1.4 | 11/21/2014 | 1. Revised sections 5 and 5.1 to identify evaluations as Business Reviews |
| | | and to remove references to scores that are weighted and summed. |
| | | 2. Revised Appendix G: Added highlights to the mandatory questions to |
| | | make them more readily identifiable. |
| 1.5 | 4/30/2019 | 1. Updated letter head and footer |
| | | 2. Updated vision, mission and core values |
| | | 3. Updated section 6.5 Free Trade Agreements |
| | | 4. Removed section 6.8 conflict minerals as well as reference to appendix |
| | | H: EICC-GeSI Conflict Minerals Reporting Template |
| 1.0 | 10/20/2022 | 5. General cleanup of grammar throughout the document. |
| 1.6 | 10/26/2020 | 1. Changed section 2 to add our new Quality Policy |