# Amphenol AIPC

## **SUPPLIER HANDBOOK**

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**Introduction.** This Supplier Handbook is designed to provide the supplier ("Supplier") with easy access to the requirements, expectations and processes of Amphenol AIPC ("Buyer").

While adhering to the contents of this handbook is a condition of doing business with Buyer, it does not constitute or imply a guarantee or contract awarding work to you as a supplier.

This handbook and the information contained within should be treated as confidential. No portion of this handbook is to be disclosed to others without written permission from an authorized agent of Buyer.

This handbook supersedes all previous handbooks, policies, statements, letters and memoranda. The

Buyer reserves the right, at its discretion, to amend, change, or terminate without notice any of its plans, programs, practices, or policies, as required. Nothing contained in this handbook shall be construed as creating an expressed or implied obligation on the part of Buyer.

#### Along with this handbook, Quality Clause Document F-NT023 applies any/all required administrative requirements per Purchase Order. If at any time the supplier cannot meet any of these Quality Clause requirements, the supplier is asked to request a waiver in writing to omit the QAR (Quality Assurance Requirement)

**Quality Philosophy.** Buyer is responsible for establishing objectives and using measurements to drive continual improvement in quality and in customer satisfaction. All employees are expected to contribute to continual improvement as an integral part of our quality management system. In addition, we need and expect Supplier to actively participate in our continuous improvement efforts.

Supplier must at a minimum ensure that all products delivered meet all specified requirements (Quality Assurance Requirements that are associated with the purchase order) including drawings, specification, statements of work, delivery commitments and terms and conditions. As Supplier works with Buyer and cycles of learning are gained, Supplier can provide more value-add by offering ideas to improve quality, reliability, lead times and costs. Supplier will continually drive improvements in performance and service reinforce their value and position their companies for success in gaining new and continued work as a result.

**Code of Conduct.** Amphenol IPC's unwavering commitment to ethics, integrity, and social responsibility, as expressed in our dedication to the Responsible Business Alliance (RBA) requirements, aligns seamlessly with our robust Code of Conduct. Our Code of Conduct serves as a comprehensive framework that outlines the principles and values guiding our business practices. Specifically, our adherence to the RBA's standards mirrors our commitment within the Code of Conduct to guaranteeing safe working conditions, respecting the dignity of workers, and promoting environmentally responsible operations throughout our supply chain.

This synergy underscores our holistic approach to ethical business conduct. Furthermore, it reinforces our stance that suppliers must fully align with the principles articulated in our Code of Conduct, as we reserve the right to reconsider collaboration with those who do not meet these stringent ethical standards. In essence, our commitment to the RBA complements and amplifies the principles enshrined in our Code of Conduct, collectively reinforcing our dedication to responsible and ethical business practices. Amphenol IPC Code of Conduct can be located at: https://amphenol-ipc.com/about/

**Integrated Supply Chain.** Every opportunity begins with a customer and their design for product. Once the design is firm, Supplier of choice is determined for the procured materials/services, the processes to be used to produce the customer's product have been defined, Buyer will engage the supply base to ensure all components and materials are in place to meet the customer's demand and delivery requirements. This process begins with a Supplier evaluation, then approval, followed by obtaining quotes to identify the Supplier of choice. Through the life of the customer project, Buyer relies heavily upon our supply base to ensure only conforming product is shipped to Buyer, it arrives on time, and at a competitive price.

**Approving a Supplier.** Supplier is evaluated on various facets to gain an understanding of their products/services offered, capabilities, and potential risks to Buyer which may impact our continuity of supply. The evaluation process covers the potential Supplier's:

- Quality management system compliance (if certified, a copy of the certification is required)
- Infrastructure, short term and long-range plans
- Financial stability
- Technical capabilities and offering
- Manufacturing capabilities and capacity
- Continuous improvement practices and results
- Performance, both internally and externally (cost, quality, delivery, service)
- Risk based thinking / mitigation capability

A cross-functional team within will review the data and information collected to determine if Supplier will be added to the supply base. These same criteria will be considered as part of ongoing supplier surveillance as defined in the supplier performance management section.

Initial data collection begins with a request to provide basic company profile information. As the qualification process proceeds, the potential Supplier will provide additional detailed information pertaining to the above criteria during an on-site assessment or through self-assessment, as requested by Buyer.

It is expected that Supplier maintains compliance to industry quality management system requirements. Registration or certification to a recognized QMS standard is preferred and may become a differentiating factor in the supplier selection. It is understood that registration or certification is not required but a quality system that meets the below standards is required. Examples of such standards include:

ISO 9001 AS9100 NADCAP

In addition to QMS compliance, materials used in the manufacture of products delivered to Buyer must meet the requirements of Mill-Spec (when applicable), Underwriters Laboratory (UL) and/or Canadian Standards Association (CSA) approval when specified in specifications/drawings or other documentation stating product requirements. In some cases, COTS materials may be used as allowed by our customer.

**Supplier Selection.** Supplier selection is contingent upon successful qualifications based upon requirement defined in conjunction with a competitive quotation. Final supplier selection decisions are executed jointly by Commodity Management and Quality.

To facilitate Customer and Commodity Managers in communicating consistent and complete requirements so that the needed data can be obtained, Buyer utilizes a Request for Quote (RFQ) process that incorporates product, delivery and quantity requirements as well as requirements for product qualification.

Frequent exchange between the Supplier and Buyer is expected to best complete the purchase order requirements as appropriate. Any exception to supplying the specified requirements must be documented and submitted to Buyer. This data is critical for Buyer to award work to meet our customer requirements and the expectations of stakeholders.

Once a decision of award is made, the Supplier is notified and any contractual agreements are finalized. Buyer will then take the necessary actions internally to update our ERP system so that purchase requirements are correctly communicated to Supplier. At the time a purchase order is generated for an item, the purchase order will contain directions to Supplier to review Buyers website terms and conditions <u>AIPC\_Terms\_of\_Purchase.pdf (amphenol-aipc.com)</u>. This purchase order may also indicate if the item is DPAS regulated (see DPAS & Rated Contracts section). In addition, if applicable, Buyer will provide the necessary drawings, specifications, statement of work or other equivalent describing the product or service to be provided.

Customers continually raise the bar for Buyers performance in cost, lead time, quality and service. As a result, Buyer may request refreshed RFQs on product currently provided. It is critical that Supplier carefully review these RFQs and respond as aggressively as possible to main the position as the

**Purchased Item Qualification.** Product supplied to Buyer is to be free of defects per documented requirements. Supplier is responsible for the quality and performance of each of the components that comprise the final product, including those components that are purchased from other sources.

If applicable, Buyer purchased product qualification process is comprised of a review of first articles combined with a data review. The following section describes the qualification elements.

**First Article Submission.** If required, First Article Inspection submission and approval is required before the 1<sup>st</sup> delivery of this line item order. It is suggested that Supplier use their own forms as long as they contain the following information at a minimum. If Supplier does not have a documented process/form Buyer will supply a FAI form. Buyer reserves the right to waive FAI requirements. If so, Buyer Quality Assurance will notify the Supplier in writing. This notification must be included with the shipment of parts.

- $\succ$  FAI required items.
  - Verification to all notes are documented (Targets and actual to the notes)
  - o Quality Signature
  - Purchase Order Number
  - o Quantity
  - o Part Number
  - o Revision
  - o Any deviations/waivers associated with this line itemorder

**Qualification.** Upon review of the submitted data package, Buyer will determine readiness to qualify the product based upon acceptance of first article sample(s) and inspection report

#### Supplier listed within the Buyer contract must ensure the following:

- Ensure that externally provided processes remain within the control of its quality management system
- Define both the controls that it intends to apply to an external provider and those it intends to apply to the resulting output.
- Take into consideration:
  - The potential impact of the externally provided processes, products, and services on the organizations ability to consistently meet customer and applicable statutory and regulatory requirements
  - The effectiveness of the controls applied by the external provider
  - The results of the periodic review of external provider's performance
  - Determine the verification, or other activities, necessary to ensure that the externally provided processes, products, and services meet requirements.
  - Competence, including any required qualification of persons;

Verification activities of externally provided processes, products, and services shall be performed according to the risks identified by the organization. These shall include inspections or periodic testing as applicable, when there is high risk or nonconformities including counterfeit parts.

**Process Changes.** Supplier must obtain Buyers prior approval before making any changes to the process used to manufacture a product being supplied. While manufactured items are governed by manufacturing drawings, process changes could pose a risk that must be evaluated in advance.

**Sub-Tier Suppliers.** Supplier is required to notify Buyer in advance of outsourcing work to sub-tier suppliers or before making changes to any sub-tier suppliers being used and/or the location of work being performed. Buyer requires the right to review and approve sub-tier suppliers before they are used consistent with the Buyer process used to approve the original Supplier. When sub-tier suppliers are approved, Supplier is required to flow-down all applicable requirements to sub-tier suppliers including technical drawings, regulatory requirements, this document, etc.

**Quality System and Right of Access.** Supplier shall be certified to or maintain a quality system in compliance to the latest revision of AS9100, IS9001 or NADCAP (Depending on the item being procured). Buyer, its customers and/or regulatory agency shall be allowed right of access to visit Supplier's facilities to monitor the items being procured for Buyer to determine and verify the quality of work, records and material(s). Buyer will provide advance notification of such visits, whenever possible to avoid disruption of planned schedules. All product not meeting form, fit or function shall be reported to Buyer.

Verification activities conducted by Buyer or its customer shall not be used as evidence of effective control of quality and shall not absolve the Supplier of the responsibility to provide acceptable product or service, nor shall it preclude subsequent rejection by Buyer or its customer.

**Employee Awareness.** Buyer requires Supplier to promote a culture of employee awareness of their contribution to product and service quality, their contribution to product safety, and the importance of ethical behavior.

**Purchase Order Confirmation.** Buyer will issue formal purchase orders to Supplier. Upon review and acceptance of Buyer's requirements, Buyer requires that all orders are confirmed by Supplier. The confirmation is to be formal and contain:

- 1. Price
- 2. Quantity
- 3. Delivery date (at Buyer's location)
- 4. Anticipated form of shipment
- 5. Written exceptions or exclusions to our basic PO terms.

**Conflict Material Avoidance.** Supplier (Approved and Conditionally Approved) is required to review all materials and components which are necessary for the functionality or production of the goods being sold under this Order and determine if any of the "Conflict Minerals" are present, and if

so, to determine the country of origin (where the minerals were originally mined and processed) or whether the minerals originated from scrap or recycled sources. To the extent your firm does not purchase the Conflict Minerals directly, this information must be flowed down to the appropriate sub-tier suppliers. In any case at any given time, your firm may be required to prove out any conflict material by returning the certificate or completing and returning the most current version of form CSFI\_CMRT found at <u>WWW.conflictfreesourcing.org</u>. There are no exceptions for "insignificant" amounts of Conflict Minerals. So, for example, if you provide printed circuit boards which contain a small amount of gold, you use a small amount of tin in the production process of your goods or a contact contains gold plating, those minerals should also be included. This inquiry applies to any conflict minerals purchased after January 31, 2013.

**Traceability.** Each item / container supplied on this purchase order must be permanently marked with a minimum of one unique identified; Lot Number, Date Code or Serial Number which can consists of any combination of numbers and letters. Alpha and numeric letters must be clearly distinguishable. Unless agreed to in writing from Buyer, Supplier must ensure that Serial Numbers are not duplicated for previous or future shipments of the same part number. Any deviation from this QAR will require a waiver from Buyer's Quality Assurance.

\* NOTE it is understood based on Supplier batch production that Lot Numbers and Date Codes may duplicated. This will be accepted by Buyer.

Counterfeit Parts Prevention. A Counterfeit part is defined below and is not limited to;

- 1.A purchased part that is an illegal or unauthorized copy or substitute of an Original Equipment Manufacturer.
- 2. Any part that does not have the correct materials or parts required by the OriginalEquipment Manufacturer or that is not built like the Original Equipment Manufacturer design.
- 3. Any part that is used, refurbished or reclaimed but the seller represents as being a new part.
- 4. An item that has not successfully passed all Original Equipment Manufacturerrequired quality control but that Seller represents as having met or passed such requirements.
- 5. A part with markings intended to mislead a person into believing the part is notOriginal Equipment Manufacturer.

Supplier shall maintain a Counterfeit Item risk mitigation process internally and with its suppliers using SAE AS5553, AS6049 or AS6081 as a guide. Supplier may be asked to participate in the GIDEP (https://members.gidep.org/mgmt/mgmt.htm) monitoring and acting on GIDEP reports which affect product delivered to Buyer. When suspect or confirmed counterfeit parts associated with this purchase order are discovered Supplier shall issue a GIDEP report and shall ensure suspect counterfeit items are not delivered to Buyer. Supplier shall immediately notify Buyer with all information that pertains to parts supplied to Buyer as soon as Supplier becomes aware in accordance with Buyer purchase order QAR's. When requested by Buyer, Supplier shall provide Original Equipment Manufacturer documentation that authenticates traceability of the affected items. Supplier shall provide evidence of the Sellers risk mitigation process to Buyer if request.

In addition to certifying product delivered complies with purchase orders or agreements, a Certificate of Conformance establishing traceability to the manufacturer and/or its authorized distributor shall accompany the shipment of electronic parts and assemblies with electronic parts to Buyer.

NOTE:

AS5553: Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition AS6496: Fraudulent/Counterfeit Electronic Parts: Avoidance, Detection, Mitigation, and Disposition -Authorized/Franchised Distribution

AS6081: Fraudulent/Counterfeit Electronic Parts: Avoidance, Detection, Mitigation and Disposition

**RoHS Compliance.** RoHS requires product to be in compliance with Directive 2011/65/EC of the European Parliament unless otherwise specified in purchasing or requirements documentation. The maximum concentration values in weight percent are as follows:

0.1%	for Lead (Pb), Mercury (Hg), Hexavalent Chromium (Hex. Cr)
0.01%	for Cadmium (Cd)
0.1%	for Polybrominated Biphenyl and Polybrominated Biphenyl Ether (PBDE) flame retardants

Upon request, Supplier shall provide documentation that demonstrates that the product is in compliance.

**Ozone Depleting Substances – Chlorofluorocarbon (CFC) & Hydrochlorofluorocarbon (HCFC)** No use of ozone depleting substances (CFCs or HCFCs) shall be used to manufacture product shipped to Buyer.

**Records.** Supplier shall have a process/system for establishing and maintaining control of documents/records and the supporting data that underlies any certification. Records shall have traceability to contract / purchased products, drawings, revision levels, and specification numbers (when required) that indicated acceptable product. Inspection records are to indicate (at a minimum)

- Acceptable requirements of the item
- The number of observations made
- Quantities approved and Rejected
- Disposition

Records are to be maintained for a minimum of 6 years. After 6 years, Supplier must give Buyer the option to maintain/retain these records. Buyer reserves the right to audit these records or any supporting documentation at any time.

**DPAS & Rated Contracts.** Buyer may be awarded contracts that are part of an authorized program under the Department of Defense's Defense Priorities and Allocations System (DPAS). If you are part of the supply chain to fulfill Buyer's rated contracts, there are special requirements with which you must comply. Purchase orders/scheduling agreements identify items that are rated and are indicated as such with the corresponding contract number. Requests for quotation concerning rated product are identified as such at time of solicitation.

All contracts, subcontracts or purchase orders in support of an authorized program are given a priority

rating by the US government – DX or DO. These ratings are defined as:

DX rating -- Those programs of the highest national priority; the President has to approve a DX rating for a program.

DO -- Programs that are vital to national defense; the Secretary of Defense has to approve DO rating for a program.

A DX rating takes priority over a DO rated program which takes priority over an unrated/commercial program.

There are four basic provisions under DPAS:

(1) Mandatory Acceptance A contractor, subcontractor, or supplier shall accept a rated order when: They make the item; Normal terms of sale apply; and they can meet delivery dates required the contract Exceptions are found in 15 CFR 700.13(b).

(2) Mandatory Extension Contractors are responsible for extending the received rating to their suppliers to obtain items needed to fill rated orders or to obtain replacements of inventoried items.

(3) Priority Scheduling Operations, including the acquisition of all needed productionitems, shall be scheduled to satisfy the delivery requirements of each rated order.

(4) Customer Notification Requirements A rated order shall be accepted or rejected, inwriting, within 15 working days for DO rated orders and 10 days for DX rated orders.

It is imperative that Supplier understand and prioritize these orders accordingly. All orders that are rated DX or DO are noted as such on your purchase order and/or vendor schedule. If you have any questions determining rated orders from Buyer, please contact Buyer's POC.

By acceptance of a PO from Buyer, Supplier has indicated acceptance of Supplier responsibility to fulfill the DPAS requirements.

**Warranty.** Supplier warrants parts shipped to Buyer to be free from defects in materials and workmanship for a minimum of one year, unless otherwise stated in the contract or PO, from the date of receipt by Buyer. The supplier shall replace or repair any part which has any defect, provided that the supplier receives notification of the defect during the period of warranty. Buyer will return the defective item freight-collect to Supplier.

**Nonconforming Material.** Buyer reserves the right to return to Supplier any defective product received by Buyer from Supplier, including product sent to a third-party at Buyer's discretion.

Buyer shall have the following options available regarding rejected procured items and "line down" situations resulting from those items failing to comply with Buyer specifications and/or requirements.

- 1. In the event of a line-down or stop production situation at Buyer's, it is expected that Supplier responds to Buyer with resources and actions to address the situation within 24 hours of notification.
- 2. Buyer may require Supplier to rework/sort rejected material on Supplier's premises or at Buyer's premises. Supplier shall complete this activity within a period agreed by Buyerand Supplier and scheduled such that Buyer's commitments to customers are not affected wherever possible.
- 3. Buyer may choose to sort, rework or repair rejected items itself in order to ensure uninterrupted manufacturing. However, Supplier is responsible for the cost of sort, repair and or rework ofall Supplier induced defects, even if Buyer chooses to have this work done by a subcontractor. In cases where Buyer designates a subcontractor to do the work, the subcontractor will bill

Supplier directly.

- 4. Buyer may obtain a refund from Supplier on any price paid for the rejected items.
- 5. Supplier may choose to have the sort, rework or repair done by a third party. Buyer may initiate negotiations, but only Supplier shall negotiate directly with the third-party as to costs associated with the sort, repair or rework of the defective product. The third-party shall bill Supplier directly.

Supplier must notify Buyer of any quality or reliability problems identified prior to shipment to Buyer. Buyer must formally approve Supplier to ship non-conforming product prior to shipment. In the event Supplier identifies product to be non-conforming after shipping to Buyer, Supplier must notify Buyer's Quality immediately upon discovery. Supplier must ensure product meets form, fit and function as defined by Buyer.

**Buyer Supplied Product.** When Supplier uses any Buyer consigned parts, and those parts fail to meet Supplier's acceptable quality requirements, such parts must be rejected by the Supplier prior to production usage. Such rejection shall be accompanied by a written notice to Buyer.

Upon rejection by Supplier, Buyer shall have the option of directing Supplier to use the part "as is," or to sort, repair, replace, and/or return the rejected parts.

Buyer shall be liable:

- Only for those expenses such as transportation, sort, repair, rework, adjustment, and/or replacement work in the correction of parts.
- Only when notice has been provided as described in this section.
- Only to the extent that these expenses have been authorized in the Buyer PO or Contract.

Buyer will waive its right of rejection of assemblies, items, or parts if Buyer directs Supplier to use on an "as is" basis, and the sole cause of rejection is the nonconforming, Buyer consigned part.

**RMA Process.** Supplier shall be notified by Buyer of rejected items and agrees that within 24 hours of being notified Supplier shall provide an RMA to the responsible Buyer representative. If an RMA is not provided within a "reasonable" time period, the rejected items, together with the rejected shipment, will be returned to the Supplier without an RMA number.

Request for Deviation to Specified Requirements or Quality Assurance Code In the event that Supplier has to request a deviation from Buyer specifications and requirement, the request must be documented and include the following data:

- 1. Part Number(s) affected
- 2. Purchase Orders (& line items) affected
- 3. Quantities and/or lot number(s) affected
- 4. Reason or justification for waiver

Only upon formal (written) approval by Buyer's Quality group, is Supplier authorized to ship nonconforming product. Supplier is not authorized to make changes to Buyer specified materials, processes, designs, prints, tooling, manufacturing locations, or selection of sub-tier suppliers of Special Processes without formal (written) approval from Buyer's Quality. (Special processes are as defined by ISO9001 / AS9100 or NADCAP)

**Packaging and Shipping.** Product shall be shipped to Buyer in a manner which minimizes shipping damage, streamlines the receiving process and maximizes cost benefits. It is the shipper's obligation to ensure that all packaging methods comply with all applicable laws and regulations. It is also the shipper's responsibility to ensure that product is economically packaged and palletized in a manner such that containers and their contents arrive at their final destination free from damage. If special shipping requirements are required, the purchase order will define requirements.

**Supplier Performance Management.** Buyer regularly monitors Supplier performance, including but not limited to, quality, delivery and cost. Where Supplier performance is unacceptable or degrading, Buyer along with Quality will notify Supplier and request an action plan for correction/improvement. Periodic report cards are processed by Buyer and are communicated to each Supplier.

**Surveillance Assessments.** Buyer reserves the right to visit Supplier and sub-tier supplier for the purpose of performing an on-site assessment. The purpose is to assess Supplier's ability to comply with Buyer specifications, and to audit production facilities for compliance to practices consistent with the requirements of AS9100 / ISO 9001, NADCAP or other applicable National or International standards. Assessments may be conducted by Buyer or Buyer's Agents to verify that Supplier is maintaining a satisfactory quality system, process and/or product controls.

#### **Supplier Corrective Action Process**

Upon discovery of non-conforming product or a situation of risk to Buyer, Buyer will issue a request for Supplier corrective action (SCAR). Supplier must complete the following and provide written updates to Buyer until the situation is fully corrected and Buyer verifies effectiveness.

- 1. Containment actions.
- 2. Root cause analysis and identification.
- 3. Corrective action plan (with activities, due dates and owners) to prevent recurrence.
- 4. Preventive action plan (with activities, due dates and owners) to prevent recurrence with similar processes/products.
- 5. Verification of action effectiveness.

Supplier will have 10 working days to acknowledge the SCAR and up to 90 days to close, this does not include proving out the effectiveness of the SCAR.

**Employee Awareness.** Buyer requires Supplier to promote a culture of employee awareness of their contribution to product and service quality, the contribution to product safety, and the importance of ethical behavior.

**Confidentiality.** Supplier must maintain the confidentiality of information entrusted to them by Buyer except when disclosure is authorized by Buyer or required by applicable laws or regulations. Confidential information includes all non-public company information and customer information that might be of use to competitors or investors or harmful to Buyer or the person to whom it relates if disclosed. Proprietary information includes any information that is not known generally to the public or

would be helpful to competitors of Buyer. This includes intellectual property, business, marketing and service plans, designs, databases, and unpublished financial data and reports. Unauthorized use of this information could be illegal and result in civil or criminal penalties.

The obligation to preserve the confidentiality of proprietary information continues even after Supplier personnel cease to have a relationship with Buyer.

**Gifts and entertainment.** As long as a gift and entertainment are not intended to obtain favorable treatment for Supplier and does not create the appearance of a bribe, kickback, payoff or irregular type of payment, gifts and entertainment may be provided as long as they:

- Are \$50 or less in value.
- Public disclosure would not embarrass either company.
- Acceptance is consistent with each company's business practices.
- Acceptance of the gift or entertainment does not violate any applicable law.

**Mercury Exclusion Statement.** The supplier shall take appropriate steps to ensure all shipments made against any purchase order do not contain, or have not been exposed to metallic mercury or it's compounds. The suppliers certificate of conformance, raw material certifications or a separate form shall contain a statement indicating that reasonable steps have been taken to ensure freedom from such contamination.

Rev	Date	Responsible Person	Description of Change
А	10/27/2022	Quality Manager	Initial Release
В	12/14/2023	Quality Manager	Added Code of Conduct section