

Supplier Quality Manual



Revision D

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The Field Mission Statement is to have everyone that interacts with us, Love us! This includes our suppliers, customers, team members, and our community. As a distributor, we are only as good as our supply base. The supplier selection process is critical to ensure we match the needs of our customers with the capabilities of our suppliers. Each of our suppliers is carefully selected for their abilities, quality, and culture to ensure we meet or exceed the expectations of our customers.



Since 1976, Field has aimed to supply only the best to our customers. With the help of our industry-leading, expert suppliers, we continue to meet customer needs. To ensure uniform requirements throughout our supply base, we are providing this Supplier Quality Manual to you. This manual provides information on how to become a strategic partner and what happens after the start of our partnership. Also included in the manual are our quality and shipping requirements. These requirements have been put in place to ensure success throughout the supply chain.

As we continue to expand our business, we look forward to our continued partnership with you to help us pursue our mission of value and efficiency to our customers.

Jim Derry
President/CEO

Field has aggressive growth plans over the next 10 years. To ensure we continue to achieve our goals it is important Field is clear on the expectations we hold our supply base accountable to. The goal of the Supplier Quality Manual is to clarify our requirements and allow our suppliers to have a stronger alignment with Field. Please evaluate this Supply Quality Manual to ensure compliance with our expectations.



Field puts a high emphasis on partnerships with our suppliers. Thank you for your commitment and we are grateful for your support.

Melissa Patel
Director of Supply Chain

Thank you for partnering with Field Fastener to fulfill our quality promise to “provide superior quality product and services by utilizing superior team members, systems, and suppliers.” Field Fastener is 100% reliant on our suppliers to provide products and services that meet or exceed our customer’s quality expectations. This manual provides you, our highly valued supplier, with Field Fastener’s product quality and quality systems requirements that will lead to Field Fastener’s customers to love us all.

Chris Walls
Director of Quality



FIELD'S MISSION STATEMENT

To have everyone who interacts with us, LOVE US!

FIELD'S QUALITY STATEMENT

We will provide superior quality products and services by utilizing superior team members, systems and suppliers.



INTRODUCTION

Purpose of Manual

The purpose of this Manual is to inform our Suppliers of the core expectations we have regarding our Suppliers' QMS. This Manual describes what Field Fastener expects its Suppliers to maintain in assuring that all Field Fastener requirements and expectations are consistently met. This Manual is not intended to replace a Supplier's existing QMS. Suppliers are requested to perform a self-evaluation to determine where their quality system aligns with this Manual. The requirements within this Manual are provided as a supplement, not as a replacement for or altering of terms or conditions with pre-established agreements, purchase orders (PO's), specifications, etc.

NDA and Terms and Conditions

As a Supplier to Field Fastener, you are responsible for managing the quality of the product or service you provide to us and our customers. Suppliers must also manage the quality of all items purchased from their suppliers and incorporate the standards laid out in this manual into products or services supplied to Field Fastener.

For Terms and Conditions, please see Appendix A.

Suppliers are asked to sign and return our NDA. Please see Appendix F.

Suppliers are not to use Field's information to directly contact Field's customers regarding the defined scope of items for quoting or soliciting business. Suppliers are not to use Field's information to discuss and share with a third party. This can include but is not limited to samples, prints, usage, costing, pricing, quality, specifications, and customer information.

Expectations

All products provided by the Supplier shall comply with established specifications and requirements, including:

- Engineering specifications
- Field approved changes or deviations
- Applicable regulatory or industry standards
- Material specifications
- Established commercial agreements
- Drawings including ASME, ASTM, etc.

INTRODUCTION

Corporate Social Responsibility

Field Fastener considers enforcing strong Corporate Social Responsibilities policies (CSR) essential to living our mission statement “To Have Everyone Who Interacts with Us, Love Us.” As such, Field Fastener’s supply partners play an equally essential role in representing Field Fastener’s mission globally by integrating strong CSR policies into daily operations and requiring the same of their supply partners. Together we can improve lives of all our team members, families, business partners and responsibly sustain the environment.

At a minimum, Field’s supply partners must publish, train, enforce, and incorporate the following CSR policies: Environmental Sustainability – ISO 14001 registration is not mandatory but is the global standard that demonstrates environmental sustainability practices.

If not ISO 14001 registered, environmental sustainability policies must address:

- sustainable procurement in the form of a supplier CSR code of conduct
- environmental impact of energy and water consumption, pollution, material, and chemical waste
- promotion of sustainable consumption
- responsible hazardous waste practices
- environmental protection

Labor Practices & Human Rights – At a minimum, labor practices and human rights policies must address:

- employee health and safety management
- suitable working conditions
- structured labor relations system that allows for exchange of information and open dialog between employees and management
- a functioning career management system that includes management of recruitment, training, and career development
- strict policies against and active measures to prevent child and forced labor
- policies that promote diversity and prohibit discrimination and harassment of any kind
- negative impact of company operations on human rights of external stakeholders such as suppliers, customers, or proximate neighbors.

Business Ethics – At a minimum business ethics policy must address:

- anti-corruption and anti-bribery measures
- anti-competitive practices
- responsible marketing measures

All of these policies, associated metrics, and KPI’s are considered auditable and shall be made available upon request.

Quality Management System

All suppliers are preferred to be ISO compliant. Those who are not may be placed on a more rigorous quality audit schedule.

Suppliers should maintain a QMS suitable to the products and services provided to Field Fastener. Suppliers may be certified/registered by an accredited, third-party certification body to the latest applicable QMS standard such as but not limited to:

- ISO 9001:2015
- IATF 16949
- ISO 17025

SUPPLIER QUALIFICATION

Becoming a Field Supplier

To become a Supplier to Field, Suppliers will be required to meet the following requirements:

- Initial onsite evaluation by a member of the Sourcing Team.
- Provide a self-evaluation back to Field Fastener.
- Must pass a Field Quality Audit
- Product samples must be approved by the Field Fastener Quality Team.
- Provide a program for proactively recommending cost reductions.
- Meet Financial Requirements set by the Field Fastener Accounting Team and provide completed documentation listed below.
 - W-9
 - Certificate of Insurance

Certified and Preferred Suppliers

Field encourages all our suppliers to become Certified or Preferred. All suppliers are requested to meet a goal of 500 PPM and 2.5 lines per 1000 rejected.

Certified: A Certified Supplier is elected because of their superior quality, high volume shipments, or they meet criteria as a Preferred Supplier as well as have superior quality. This supplier type qualifies for their product to require a minimal inspection upon receipt, is considered for new business opportunities, and also qualifies for future ship direct programs. This supplier type must pass all audit requirements of Field Fastener, be ISO compliant, have a PPM of 500 or less in the last six months, and be approved by the Certified Supplier Committee at Field Fastener. Certified Suppliers are subject to quality audits as stated in the Audit Frequency section of this manual.

Preferred: This supplier type is considered a growth supplier for their specific product type. Preferred Suppliers are chosen for their delivery performance and cost competitiveness. Preferred Suppliers are subject to quality audits as stated in the Audit Frequency section.

Certified and Preferred Suppliers are required to meet with Field Fastener at least one time a year for a business review. Suppliers should take the initiative to coordinate and conduct these reviews. Business reviews should include at a minimum, current business conditions, sales projections, quality issues, cost recovery, cost reductions, special projects, new business sales trends, and any new capabilities offered.

Performance Report

Preferred Suppliers will be sent a copy of their Performance Report quarterly. Performance Reports review overall delivery, service, programs, and quality along with quarterly spend. Please see Appendix D for an example of the Supplier Performance Report.

SUPPLIER QUALITY AUDITS

Field Fastener and Field Fastener's customers reserve the right to audit, without limitation, the suppliers, sub-suppliers, and sub-contractors facilities, processes, components, materials, and finished goods. In addition, Field Fastener reserves the right to conduct quality audits on all suppliers.

A Field Fastener supplier quality assessment may be conducted for any of the following reasons:

- With new suppliers before the award of any contracts
- As required due to new product, process, or corrective action verification
- As required resulting from below-standard supplier performance
- As required by Field Fastener's customers
- Per Audit Frequency schedule

Field Fastener will typically conduct audits only on suppliers that supply directly to Field Fastener. However, Field Fastener reserves the right to selectively conduct Supplier Quality Audits on sub-suppliers.

Prior to a supplier quality audit, the supplier will be contacted by Field Fastener Supplier Quality or Sourcing Team Member to confirm a schedule for the audit. Upon arrangement of the audit schedule, the supplier will be forwarded a copy of the Field Fastener Supplier Quality Audit Form for self-assessment. The supplier will be required to complete and submit the pre-assessment form along with supporting documentation by a requested date, prior to the in-house audit, allowing time for Field Supplier Quality to review all responses and documentation. Supporting documentation may include, but not be limited to, work instructions, procedures, or processes pertaining to the audit questions.

The drive for Continuous Improvement will be reviewed during the audit. Suppliers are required to have a Continuous Improvement process or plan in place. Audits may consist of a virtual or on-site audit completed by Field Supplier Quality or a self-assessment with complete supporting documentation reviewed by Field Supplier Quality.

When a virtual audit is requested, the supplier must be able to meet specific requirements such as, have a reliable internet connection, the ability to present or share via a video conferencing program, tour the facility by camera using a phone, computer, or another method, and be able to meet via camera for person-to-person discussion.

Audit Frequency

All suppliers will be audited based on quality performance, delivery performance, or growth opportunities. The expected PPM goal of all suppliers is 500 or less and/or lines rejected rate goal of 2.5 or less.

Certified and Preferred Suppliers that exceed a PPM of 500 or lines rejected rate of 2.5 for six consecutive months will be required to go through a quality audit and improvement program or be demoted from their status until they can improve their quality rating for a period of no less than six months.

Field reserves the right to visit or audit any supplier outside of the above circumstances.

APPROVAL REQUIREMENTS

Suppliers must be able to meet the following inspection requirements and provide documentation with the shipment of product or upon request. If a Supplier cannot meet any of the below requirements, they shall note these as an exception in their quote response.

If approval for changes to supplier, sub-supplier, or processes are not received and approved by Field prior to manufacturing, then Field's direct Supplier will be liable for any delays and subject to related recovery costs.

Production Part Approval Process (PPAP)

Field may require a PPAP Level of 1 thru 5 with any Purchase Order. The Supplier is expected to meet these requirements where applicable. Please see Appendix C for the PPAP Warrant example. PPAP Level requirements can be found on the following page. All completed PPAPs are to be sent to certs@fieldfastener.com per the Certification Submission Process on page 14 of this manual.

PPAPs will be required in the following instances:

- On first-time purchases.
- On make-to-print parts.
- As requested by our customers.
- When changing suppliers.

Changing suppliers or sub-suppliers will require pre-approval. Approval from the Field Fastener Quality and Engineering Team must be received when such changes are made. Please contact Field Quality for pre-approval at quality@fieldfastener.com.

Lot Control

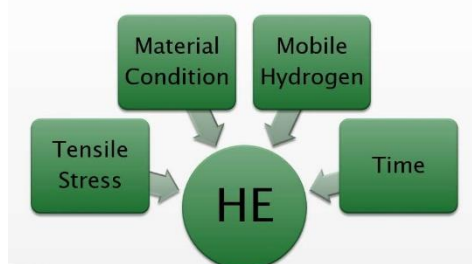
Lot Traceability/Lot control is expected on all shipments back to the material heat number. Lots are to be limited to one day's production.

Hydrogen Embrittlement

When supplying a product that is susceptible to Hydrogen Embrittlement, Suppliers are required to meet all established industry standards and Field Fastener specifications.

As the Supplier, if you are not familiar with or aware of these standards, you are required to contact Field Fastener Engineering or Quality *immediately* at Engineering@fieldfastener.com or quality@fieldfastener.com.

Ingredients for Hydrogen Embrittlement



Field PPAP Requirement	Level 1	Level 2	Level 3	Level 4	Level 5
Samples	X	X	X	X	X
Warrant	X	X	X	X	X
Ballooned Print		X	X	X	X
Full Dimensional Report		X	X	X	X
Material Certification		X	X	X	X
Heat Treat Certification		X	X	X	X
Finish Certification		X	X	X	X
Additional Process Certifications		X	X	X	X
Performance Test Reports		X	X	X	X
Compliance Documentation		X	X	X	X
Appearance Approval Report	X	X	X		X
Customer Requested Documentation			X	X	X
PFEMA (Process Failure Mode and Effect Analysis)			X		X
Control Plan			X		X
Gage R & R (Gage Repeatability & Reproducibility)			X		X
Process Capability (SPC)			X		X
Process Flow			X		X
Defined by Customer Requirements				X	
Field On-Site Customer PPAP Review					X
Other requirements may apply	*	*	*	*	*

APPROVAL REQUIREMENTS

Statistical Process Control (SPC)

Field may require a supplier to meet SPC requirements of 1.66 Cpk per print or customer request. Unless otherwise approved by Field Fastener, the Supplier shall use the following as acceptance criteria for evaluating initial process study results of special characteristics for processes that appear stable:

Cpk Results	Interpretation
Index > 1.67	The process currently meets acceptable criteria
$1.33 \leq \text{Index} \leq 1.67$	The process is marginally acceptable
Index < 1.33	The process is not acceptable

International Material Data System (IMDS)

Full material disclosure requirement- Field or their customer may request the supplier to meet this requirement. IMDS is the automobile industry's material data system. The IMDS collects all materials present in finished automobile manufacturing. Here it is maintained, analyzed, and archived. IMDS facilitates meeting the obligations placed on automobile manufacturers, and their suppliers, by national and international standards, laws, and regulations.

Quality Requirements

PPM= [(Defective Parts Received/Total Parts Shipped)*1,000,000]

LRR= [(Lines Rejected/Lines Received)*1000]

Suppliers are expected to maintain a PPM of 500 or lower. A lines rejected rate may be used for suppliers with low-volume shipments. The lines rejected rate goal is 2.5 or lower.

Pre-Production Samples

A minimum of ten (10) pieces are required to be shipped before production for inspection on first-time purchase orders. Field or their customer may require more than ten (10) pieces.

Record and Sample Retention

Suppliers are required to have a Record Retention program. Having a program of zero retention is not acceptable. Field recognizes sample retention as good practice.

Tooling Requirements

Suppliers are responsible for tooling and gauging maintenance on tools and gauges paid for by Field at the time of the order and used by the supplier to provide the product to Field. This tooling or gaging is owned by and is the responsibility of the supplier. The supplier is responsible for the repair, quality, and life of the tool. Field reserves the right to audit records of such tooling and gaging including but not limited to the current life, expected life, maintenance, repair records, etc.

REGULATORY COMPLIANCE and CERTIFICATION REQUIREMENTS

Reach, RoHS, and other Regulatory Compliances

Suppliers are expected to ensure that products supplied to Field Fastener do not contain metals derived from minerals, or their derivatives originated from conflict regions that directly or indirectly finance or benefit armed groups in pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, commonly referred to as Conflict Minerals (See Appendix E for links to U.S. Commodity Futures Trading Company website and other common regulatory compliance requests).

(See Appendix B for Field's Conflict Mineral Policy)

Field Fastener may require its suppliers to comply with the required obligations of the European Union's current RoHS and REACH directives, and the reporting requirements of California Proposition 65, Safe Drinking Water and Toxic Enforcement Act, TSCA, or other regulatory compliance requirements. As a Supplier to Field Fastener, Suppliers are required to provide documented compliance with these directives in the form of full material declarations, certifications, declarations, test reports, etc. Non-compliance with these directives along with other required environmental requirements may jeopardize your status as a supplier for Field Fastener.

Other regulatory compliance requirements may apply upon request, be noted per print or item description (See Appendix E for links to most common compliance requirements). It is every supplier's responsibility to provide a timely response to the requested information when called upon.

Certification Documentation Requirements

Certification may be required with each production lot but **is** required with any first-time purchase. When noted on a purchase order an inspection report is to be supplied. The inspection report may be in the form of a First Article Inspection (FAI), Initial Sample Warrant (ISW), Initial Sample Inspection Report (ISIR), or Production Part Approval Process (PPAP).

Other requested certification types on a purchase order may include, but not be limited to, dimensional report, material, finish certifications with thickness and salt spray confirmation, hydrogen embrittlement. Certifications **MUST** be sent prior to or shipped with the parts. If certifications are not provided with shipment or sooner, Suppliers will be liable for any delays in providing the parts to our customer.

Certification requests may be requested after shipment. Field requires that Suppliers have the ability to provide certifications for material, finish, or other processes within one (1) business day of such a request.

Certification Submission Process

ALL certifications and reports are to be submitted as a .pdf, in English, be legible, with or prior to the shipment. Certs are to be emailed to **certs@fieldfastener.com** as *one Email per PO*, and the *subject line containing the Field PO Number*.

CONTROL OF NON-CONFORMING PRODUCT

Product is to be contained, properly labeled, and placed in a secluded area. Product should be prevented from being able to be picked for shipment or placed back into inventory before a disposition is reached.

Suppliers will be liable for direct and indirect costs associated with issues resulting from non-conforming product manufactured at or distributed by their facilities and sold to Field Fastener. It is the responsibility of the Supplier to ensure the Quality of their product before shipment.

Fees may include, but not be limited to: Indirect labor (\$80/hour), direct labor (\$50/ hour), sorting (internal or third party), rework fee (charged based on required work), freight, testing, scrapping, etc.

Time will be charged by the hour and rounded up to the next whole hour. A minimum fee of \$150 will be charged. Labor rates may vary by international regions. All fees are subject to change and negotiation.

Deviation Process

Suppliers are to follow their deviation process over Field's process. If a Supplier does not have a formal deviation process, Field's process is to be followed. All deviations of product are to be formally documented and approved by a Field Fastener Quality or Engineering Team Member.

RMA Responses

Suppliers are required to submit a Return Material Authorization (RMA) number within two (2) business days of receiving a quality issue from Field. Suppliers are required to provide an estimated lead-time for replacement parts or rework with the RMA.



CORRECTIVE AND PREVENTATIVE ACTION

Corrective and Preventative Action

The purpose of a Corrective Action is to determine root cause of a nonconformity, review the system to ensure no other similar nonconformity could occur, to correct the nonconformity. The purpose of Preventative Action is to take proactive steps to prevent the issue from reoccurring again.

A Corrective Action is generally requested on issues that impact our customer, are high cost, a safety concern, or repetitive. Field reserves the right to request a Corrective and/or Preventative Action from a Supplier for any nonconformity.

Suppliers are encouraged to implement their own Corrective and Preventative Action processes and forms but are welcome to request the use of Field's forms if they do not have one on file.

8-Disciplines

An 8-D is requested as a more detailed look into an issue and provides immediate containment action. Its purpose is to identify, correct, and eliminate recurring problems. An 8-D is useful in product and process improvement.

The approach establishes a permanent corrective action based on statistical analysis of the problem and focuses on the origin of the problem by determining its root causes. Each 8-D shall consider mistake-proofing (a.k.a. poka-yoke) as part of the preventative action.

An 8-D will be requested when a Corrective Action is not going to provide enough detail to Field or our Customer.

Effectiveness

Effectiveness of Corrective and Preventive Actions should be measured by the Supplier. Suppliers are requested to have in place procedures for measuring the effectiveness of internal and external Corrective and Preventive Actions.



LOGISTICS

Unless otherwise stated, the product shall be packaged per the following:

- Standardized pallet size of 36" x 36" or 40" x 48"
- Height of pallet plus product not to exceed 31" when and where possible.
- The U.S., like many nations, strictly monitors packaging materials coming into the country. This is done to protect agriculture industries from insects and pests.
- Wooden Packaging and Pallets- All raw wood used in packaging, including pallets, must comply with the ISPM15 standard (International Standards for Phytosanitary Measures #15)
- If more than one type of item is placed on a pallet, a Master label must identify this.
- All pallets must be shrink-wrapped. Shrink-wrap should cover the boxes as well as the pallet. Shifting of the load must be minimized during transit.
- Pallets must have solid wood underneath runners instead of block.
- All pallets should have banding, toppers, and wooden corner braces.
- Pallets must be braced inside of the container, front to back.

For both heat treatment (HT) and methyl bromide (MB) fumigation programs, the quality/treatment Mark consists of the a) agency trademark which is the identifying symbol, logo or name of the accredited agency, b) the Facility Identification which is the WPM product manufacturer name, brand or assigned facility number, c) the HT or MB mark, d) the country code which is the two letter ISO country abbreviation, e) the IPPC Approved international symbol for compliant wood packaging material and f) DUN when indication is used for dunnage.



Labels on boxes need to face outward when placed on a pallet.

The label size should be 4" x 6" and applied to the lower-left corner.

Labeling is to contain the following:

- Field Purchase Order #
- Field part #
- Item Description
- Quantity per box
- Supplier's Lot #.
- Country of Origin (COO)
 - Every item imported into the U.S. must be indelibly labeled with its country of origin.

LOGISTICS

- Boxes must be taped on top and bottom. Tape is required to be used; staples are not allowed to be used for boxes or interior bags. Resealable or heat-sealed bags are requested in lieu of stapled bags.
- Box liners are required.
- All boxes/cartons will be a minimum of 2 ply or double-wall crush-proof tested material.
- Correct crushproof rating must be used per box size and weight – Refer to Crush Test (ECT).
- Use adequate cushioning material.
- Use strong tape designed for shipping.
- Do not use string or paper over-wrap.
- Use pressure-sensitive plastic tape, water-activated tape (minimum 60-lb. grade), or water-activated reinforced tape that is at least 2" wide.
- Apply tape evenly across flaps and seams to both the top and bottom of the outer box. Use the H taping method.
- Do not use cellophane tape, duct tape, masking tape, string, or rope to seal packages.
- The total weight of each box/carton may not exceed 30 pounds (lbs.).
- Boxes should be stacked on a pallet, not layered when multiple items are placed on a single pallet.
- Box quantities are to be consistent from one shipment to the next
- Partial quantity boxes need to be marked on the top of the box. Partial quantity boxes should also be placed on the top layer of a pallet.

Suppliers will be held liable for the cost of lost or damaged products if shipped with inadequate packaging. This may also result in other recovery fees if further action is needed (ex: sorting, re-boxing, rework, inspection, etc.)



Maximum Weight of Box and Contents (Lbs.)	Maximum Box Dimensions Length + Width + Depth (inches)	Maximum Bursting Test (Mullen) (lbs. per sq. in.)	Maximum Edge Crush Test (ECT) (lbs. per sq. in.)
SINGLE WALL			
20	40	125	23
35	50	150	26
50	60	175	29
65	75	200	32
80	85	250	40
95	95	275	44
100	105	350	55
DOUBLE WALL			
80	85	200	42
100	95	275	48
120	105	350	51
140	110	400	61
160	115	500	71
180	120	600	82

LOGISTICS

International

- Do not use crates.
- Product must ship in compliance with International regulatory requirements per country product is being shipped into.
- Non-certified Asian suppliers- upon completion of production, all samples are to be sent to our Taiwan Office:
Field Fastener
Room F, 5th Floor, No. 434
Gang Shan Rd., Gang Shan District Kaohsiung, Taiwan, R.O.C.
- Certified Asian suppliers to send samples upon request only.
- Upon approval of samples and production being ready to ship, please provide the Buyer the detail of PO number, Item ID, and quantity for authorization to ship. The Buyer will confirm approval of product shipment.
- All packing slips should be emailed to **packingslip@fieldfastener.com**
- All invoices should be emailed to **ap@fieldfastener.com**
- Both documents, including OBL/Telex Release should also be sent to our freight forward.
- For questions about routing instructions on inbound import shipments contact **imports@fieldfastener.com**

Incoterms

Ocean moves are Free on Board Origin “FOB (Origin Port), Incoterms® 2020”. This means that the seller delivers the goods on board the vessel nominated by the buyer at the named port of shipment or procures the goods already so delivered. The risk of loss of or damage to the goods passes when the goods are on board the vessel, and the buyer bears all costs from that moment onwards.

Air moves are “Ex Works (EXW), Incoterms® 2020”. This means that the seller delivers when it places the goods at the disposal of the buyer at the seller’s premises or at another named place (i.e., factory, warehouse, etc.). The seller does not need to load the goods on any collecting vehicle, nor does it need to clear the goods for export, where such clearance is applicable.

See Appendix E for the International Chamber of Commerce website to obtain more information.



LOGISTICS

Commercial Invoices

A commercial invoice, signed by the seller or shipper, or his agent, is acceptable for CBP purposes if it is prepared in accordance with Section 141.86 through 141.89 of the CBP Regulations, and in the manner customary for a commercial transaction involving goods of the kind covered by the invoice.

Importers and brokers participating in the Automated Broker Interface may elect to transmit invoice data via the Automated Invoice Interface or EDIFACT and eliminate the paper document.

The invoice must provide the following information, as required by the Tariff Act:

- If merchandise is sold or agreed to be sold, the time, place, and names of buyer and seller; if consigned, the time and origin of shipment, and names of shipper and receiver.
- A detailed description of the merchandise, including the name by which each item is known, the grade or quality, and the marks, numbers, and symbols under which it is sold by the seller or manufacturer to the trade in the country of exportation, together with the marks and numbers of the packages in which the merchandise is packed.
- The quantities in weights and measures.
- If sold or agreed to be sold, the purchase price of each item in the currency of the sale.
- If the merchandise is shipped for consignment, the value of each item in the currency in which the transactions are usually made, or, in the absence of such value, the price in such currency that the manufacturer, seller, shipper, or owner would have received, or was willing to receive, for such merchandise if sold in the ordinary course of trade and in the usual wholesale quantities in the country of exportation.
- The kind of currency.
- All charges upon the merchandise, itemized by name and amount including freight, insurance, commission, cases, containers, coverings, and cost of packing; and, if not included above, all charges, costs, and expenses incurred in bringing the merchandise from alongside the carrier at the port of exportation in the country of exportation and placing it alongside the carrier at the first U.S. port of entry. The cost of packing, cases, containers, and inland freight to the port of exportation need not be itemized by amount if included in the invoice price and so identified. Where the required information does not appear on the invoice as originally prepared, it shall be shown on an attachment to the invoice.
- All rebates, drawbacks, and bounties, separately itemized, allowed upon the exportation of the merchandise.
- The country of origin.
- All goods or services furnished for the production of the merchandise not included in the invoice price



PURCHASE ORDERS AND QUOTES

Requirements

- Supplier is to quote all items ROHS compliant unless otherwise requested.
- Supplier will note all exceptions on the quotation. If no exceptions are noted, Field will assume parts are being quoted per print or description specifications. If the appropriate information is supplied at the time of the RFQ and no exception is taken, it is then the responsibility of the supplier to pay all costs associated with any exceptions taken after that time.
- Supplier will reference Field quote number and part number on quote responses.
- Supplier will include their part number on the quotation.
- All quotes should be submitted within the required timeframe. If a timeline for an RFQ is not defined, an acceptable response time would be one (1) business week.
- Unless otherwise noted, Field will provide the EAU for any parts sent out on an RFQ. Please note that it may not be Field's intent to purchase the EAU at one time. We would like one cost provided based on you, the supplier, being awarded the PO, and Field reserves the right to release parts several times over the course of the PO.
- All RFQ's sent using the Q-Strat quoting software need to be responded to utilizing the PDF file provided by Q-Strat. Responses outside of the system will not be accepted.

Kitting Requirements

These requirements apply only if Field supplies components that must be kitted or assembled.

To ensure all production orders are processed consistent with customer and Field requirements, Field requests all production orders are processed to the following guidelines:

- Confirm requirements of job instructions as listed on production order paperwork.
- Exceptions must be communicated to Field. Exceptions include but may not be limited to lead-time, pricing, or component inventory.
- Multiple kit orders should be clearly marked and segregated on skids.
- Send excess components back to Field properly and clearly labeled.



INVENTORY PROGRAMS

The purpose of inventory programs is to optimize inventory in the supply chain, collaborate to support the end-user, and lower total cost. Suppliers are encouraged to participate in an inventory program with Field.

Inventory Programs

Pricing agreements- Field encourages Suppliers to lock into firm pricing for an agreed-upon duration of time. This agreement would be requested without the requirement to hold inventory.

Stocking Programs

Supplier would be required to hold an agreed-upon amount of inventory for Field to pull from. This would allow Field to reduce overall lead time. Field will, in turn, provide usage patterns on a monthly basis.

Consignment Programs

Consignment programs consist of inventory owned by the supplier and held at a Field location. Field will release the inventory and be responsible to order product based on the stated lead time. In turn, Field will process orders and advise the Supplier of consumption and pay based on that consumption. This allows for transactional and freight reduction for the Supplier and allows Field to reduce inventory levels.

Payment Terms

Domestic- 2% 10 Net 60

International- TT 60 Days B/L





APPENDIX A

FIELD FASTENER TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (the "Terms and Conditions") is effective upon acceptance of the purchase order entered into by and between: Derry Enterprises, Inc. d/b/a Field Fastener Supply Company, an Illinois corporation with an office located at 9883 North Alpine Road, Machesney Park, Illinois 61115, acting for the purpose of these Terms and Conditions in its own name and in the name and on behalf of its subsidiaries and affiliates (hereinafter "Buyer") and Supplier, acting for the purpose of these Terms and Conditions in its own name and in the name and on behalf of its subsidiaries and affiliates (hereafter "Seller")

ALL TRANSACTIONS ARE GOVERNED BY THESE TERMS AND CONDITIONS, AND ANY APPLICABLE PURCHASE ORDERS, TOGETHER WITH ANY SCHEDULE, EXHIBIT OR ATTACHMENT REFERENCED THEREIN OR HEREIN (COLLECTIVELY THE "AGREEMENT"). ANY PROPOSAL OR DOCUMENT FROM SELLER THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM THE AGREEMENT OR THE APPLICABLE PURCHASE ORDERS ARE OBJECTED TO AND DISALLOWED, UNLESS THE TERMS ARE EXPRESSLY AGREED TO IN A SEPARATE WRITING SIGNED BY BUYER. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY SELLER SHALL NOT OPERATE AS A REJECTION OF THE AGREEMENT, BUT AS A REJECTION OF THE ADDITIONAL OR DIFFERENT TERM(S).

- Acceptance.** Acceptance of the Agreement by acknowledgement, shipment of all or a portion of the Goods or other performance by Seller shall be unqualified, unconditional and subject to and expressly limited to the terms and conditions of the Agreement. Any acceptance of any portion of the Agreement shall be deemed an acceptance by Seller of all of these terms as written, without alteration. "Goods" shall mean all materials, goods, equipment, products, and items (including specially manufactured goods) which are designated in the Agreement for purchase by Buyer and for sale by Seller.
- Supplementary Information.** Any specifications, drawings, notes, instructions, engineering notices, technical data, or terms and conditions of Buyer's customer referred to in the Agreement shall be deemed to be incorporated herein by reference as if fully set forth. In case of any discrepancies or questions, refer to Buyer's purchasing department for decision, instruction or interpretation.
- Prices; Payment Terms.** Seller represents that the price charged to Buyer for Goods is at least as low as the price charged by Seller to other buyers of a class similar to Buyer under conditions similar to those specified in Purchase Order and that such prices comply with applicable government law and regulations in effect at the time of quotation, sale or delivery. Orders shall not be filled at prices higher than those quoted or charged to Buyer or specified herein. Seller agrees that any price reduction regarding any Goods that is implemented prior to shipment or rendering of such Goods, will be applied to all Purchase Orders for shipments of Goods following such price reduction. Unless otherwise specified thereon, prices quoted on any Purchase Order or Purchase Order Revision include any and all changes for the Goods ordered (including, but not limited to, any charges for boxing, packing, labeling crating, cartage, taxes, duties, or other added charges). Invoices shall be paid in accordance with the terms stated in the Purchase Order and due dates for payment of invoices shall be computed from the date of receipt of both the Goods and Invoices by Buyer.
- Delivery, Title, Risk of Loss.** Seller shall deliver Goods which are in accordance with the specification provided by Buyer and Seller is not authorized to unilaterally deviate from Buyer's specifications without written approval from Buyer. Time is of the essence for each Purchase Order and deliveries shall be made both in quantities and at times specified by Buyer; failure to do so shall constitute a breach of the Agreement. Seller shall deliver all Goods free and clear of all liens and encumbrances. If requested by Buyer, Seller agrees to furnish to Buyer, as a condition precedent to final payment, a complete release of all liens, together with a certificate by Seller that the release contains the signatures of all those who performed services or furnished materials under the Agreement. With each delivery Seller shall submit a packing list in duplicate. Title and Risk of Loss and damage to material purchased by Buyer under the Agreement shall vest in Buyer when the material has been delivered at the delivered duty paid point specified in Buyer's Purchase Order, unless Buyer and Seller execute a consignment agreement pursuant to which Seller shall maintain title to the Goods following delivery to Buyer's facility until removed from consignment by Buyer, at which time, Buyer shall assume title and risk of loss. Further, title to Goods purchased by Buyer under the Agreement may immediately vest in Buyer at any point where Buyer tenders to Seller both (1) payment for the goods, and (2) written notice of Buyer's desire to take title to the Goods. If the Agreement or a Purchase Order issued pursuant to the Agreement calls for additional services including, but not limited to, unloading, installation, or testing, to be performed after delivery, Seller shall retain title (unless Buyer has paid the invoice) and risk of loss and damage to the material until the additional services have been performed. Notwithstanding the foregoing sentence, if Seller is expressly authorized in writing to invoice Buyer for material upon shipment or prior to the performance of additional services, title to such material shall vest in Buyer upon payment of the invoice, but risk of loss and damage shall not pass to Buyer until completion of the additional services by Seller.
- Packing, Traceability.** All correspondence must include the Purchase Order number, Release/Line number and Vendor Identification number. All shipments must include packing slips indicating contents, part number, or description, Purchase Order number, Release/Line number and Vendor Identification number. When multiple packages comprise a single shipment, the package containing the packing slip must be marked, "Packing Slip Inside". Any transportation charges paid by Seller, to which Seller is entitled to reimbursement, shall be added to Seller's invoice as a separate line item and the receipted freight bill shall be attached thereto. Seller warrants that Seller's system of production and packaging shall be such as will permit traceability of each lot of Goods, and shall include bar coding if so requested by Buyer. Seller warrants that the packaging of the Goods ordered herein shall be in compliance with all laws relating to packaging of such Goods and shall be adequate for the transit of the Goods undamaged.
- Premium Shipments.** If, for any reason, Seller is unable to meet Buyer's delivery requirements, Seller shall immediately notify Buyer of its expected duration of the delay and the reasons for such delay. Neither such notification nor an acknowledgement by Buyer shall constitute a waiver of the applicable delivery schedule or any of Buyer's rights under the Agreement. If Buyer requires more expeditious method of transportation for the Goods other than the transportation method originally specified by Buyer because of Seller's failure or inability to meet the specified delivery schedule, Seller shall, at Buyer's option, (a) promptly reimburse Buyer the difference in cost which may be incurred by Buyer between the more expeditious method and the original method, (b) allow Buyer to reduce its payment of Seller's invoices by such difference, (c) ship the goods as expeditiously as possible at Seller's expense and invoice Buyer for the amount which Buyer would have paid for normal shipment. Seller shall also be liable for any direct and/or consequential damages incurred by Buyer resulting from any delay caused by Seller. Premium freight must be so noted on shipping documents.

APPENDIX A

7. **Default; Cancellation.** Buyer may, in Buyer's sole discretion, elect to cancel the Agreement or any part thereof at no cost to Buyer in the event of Seller's Default as herein after described. Seller's Default shall include, without limitation: (a) Seller's failure to comply with the specifications, delivery requirements or terms and conditions of the Agreement; (b) Seller's failure to deliver Goods ordered herein accordance with the delivery and timing requirement or in accordance with Buyer's specifications; (c) Seller's threatened or actual refusal to deliver Goods for any reason (Seller's Default) or (d) purchase replacement Goods and invoice Seller for the expense of obtaining replacement conforming Goods. In the event of Seller's Default under (b) above, the parties acknowledge and agree that such default by Seller will cause Buyer irreparable harm and Buyer shall be entitled to any and all legal and equitable rights and remedies available to it against Seller to remedy such default, including without limitation, injunctive relief prohibiting Seller from refusing to deliver the Goods. If Seller has actually refused to deliver Goods as set forth in (b) above, the parties stipulate that it will be difficult to ascertain the amount of damages resulting from such default and that Seller will pay to Buyer \$50,000.00 USD per day as liquidated damages for each day that Seller refuses to deliver the Goods. The parties agree that this sum represents a reasonable estimate of damages and does not constitute a penalty. In case of ambiguity in the specifications, drawings, or other requirements of the Agreement, before proceeding, it is Seller's obligation to seek clarification from Buyer, whose written interpretation shall be final. Buyer's right to cancel hereunder shall be in addition to all rights and remedies available to Buyer under the Agreement or otherwise and Buyer shall have no obligation for payment to Seller for work in progress or otherwise incomplete Goods.
8. **Termination for Convenience.** Buyer, in addition to all other rights and remedies it may have under the Agreement or otherwise, shall have the right to terminate the Agreement or any Purchase Order, in whole or in part, without cause, upon notice in writing to Seller. Seller shall thereupon, as directed, cease work and deliver to Buyer all completed, and partially completed Goods or material and work in process, and Buyer shall pay Seller the following, which in no event shall exceed the total provided for herein; (a) the applicable price provided in the Purchase Order for all Goods which have been completed prior to termination and which are accepted by Buyer, or (b) to the extent commercially reasonable, the actual expenditures on the uncompleted portion of the Purchase Order, including cancellation charges paid by the Seller on account of commercially reasonable commitments made under the terminated Purchase Order. Seller warrants that it will take all steps reasonably calculated to mitigate and minimize the cost to Buyer of such termination.
9. **Proprietary Rights, Infringement.** All specifications, blueprints, technical documents, instructions, molds, casts, formulas, sketches, drawings, manufacturing processes, know-how, software and software protocols, electronic commerce system information, inventory management system information, and other business information supplied to Seller under the Agreement or prepared for Buyer under the Agreement shall be proprietary to Buyer ("Buyer's Proprietary Property") and shall remain the sole property of Buyer, except that exclusive designs developed by Seller prior to the placement of a Purchase Order shall remain the property of Seller, its agents, representatives or employees for any purpose except in connection with the work to be done by Seller for Buyer under the Agreement, and shall not be used, disclosed or made available to any other third party by Seller for its agents, representatives, or employees. By its acceptance of the Agreement, Seller agrees to take all necessary precautions against theft, destruction, damage, loss, unauthorized duplication or wrongful distribution, or unauthorized use of Buyer's Proprietary Property. Unless otherwise agreed to by Buyer in writing, Buyer's Proprietary Property shall be returned to Buyer upon completion of production or processing or earlier, upon Buyer's demand.
10. **Property Furnished by Buyer.** Except as specified, all dies, molds, tools, models, jigs, samples, materials, drawings, specifications, test reports, technical material, advertising material, and any other property furnished to Seller by Buyer for use in performance of a Purchase Order, shall be and remain the property of Buyer, shall be subject to disposition according to Buyer's instruction and shall be used only in filling orders from Buyer. Any such property furnished by Buyer to Seller shall be appropriately maintained by Seller in order to preserve the condition of such property to the greatest extent possible, reasonable wear and tear excepted.
11. **Warranty.** Seller warrants to Buyer and Buyer's customers that Goods furnished pursuant to the Agreement will be new, merchantable, free from defects in design (unless manufactured to a design furnished through Buyer), material, warning requirements and workmanship and will conform to and perform in accordance with Buyer's specifications for such Goods and all other agreed upon specifications, drawings, and samples. Seller further agrees that it shall be solely liable for all claims of a defect (or alleged defect) in material, merchantability, workmanship, warning requirements and design (unless manufactured to a design furnished by Buyer) of the Goods, and from failure to meet any such specifications. These warranties extend to the future performance of the Goods. Seller also warrants to Buyer and its customers that services will be performed in a first class, workmanlike manner. In addition, if Goods furnished contain one or more Seller's warranties, Seller hereby assigns such warranties to Buyer and its customers. All warranties shall survive inspection, acceptance and payment and shall continue, at a minimum, for the longer of thirty six (36) months or such period as Buyer has warranted such Goods, or other items of which the Goods are a component, to its customers. Goods or services not meeting the warranties will be, at Buyer's option and without limitation of Buyer's other rights and remedies under the Agreement or otherwise, returned for or subject to refund, repaired, replaced or reperformed by Seller at no cost to Buyer or its customers and with transportation costs and risk of loss and damage in transit borne by Seller. Repaired and replacement Goods shall be warranted as set forth above in this clause.
12. **Quality Assurance.** If Seller supplies Goods for use in production under ISO9000 or TS16949 or any other quality assurance system specified by Buyer or its customers, Seller shall comply with such quality system standard for such Goods covered by any Purchase Order. Seller agrees to permit Buyer or its customers to review Seller's procedures, practices, processes and related documents to determine such acceptability. This requirement is in addition to any special quality assurance provisions which may be incorporated elsewhere in the Agreement. All of Seller's quality related books and records shall be kept complete and available to Buyer or its customers during the term of the Agreement and for such longer period and such manner as may be specified by Buyer or required by law. In addition:
 - a. Seller agrees to comply with of the requirements as set forth in the latest revision of the FIELD Supplier Quality Manual.
 - b. When applicable, Buyer shall provide to Seller requirements for testing, examination, inspection, and/or related instructions with respect to the Goods.
 - c. Seller agrees to notify Buyer in writing of suspect or non-conforming Goods within 24 hours of discovery. Approval and acceptance of Seller's suspect or non-conforming Goods requires notification to Buyer's customer(s) of the issue, and approval of the deviation by said customer(s).
 - d. Seller agrees that any change in specifications, process, methods, inspection criteria, lubricants, perishable tooling, cutting fluids, etc. are prohibited without the prior written approval of Buyer's Quality Management Officer. Seller further agrees that out-sourcing of Goods intended for sale to Buyer is prohibited without prior written approval from Buyer's Quality Management Officer. If Buyer's Quality Management Officer agrees to the out-sourcing of the Goods or process from Seller to a sub-tier supplier, all requirements and obligations

APPENDIX A

set forth in the Purchase Order, specifications, key characteristics, sampling plan, blueprints, gages, etc. must be adhered to and satisfied by the sub-tier supplier.

13. **Inspection, Rejection of Goods.** All Goods furnished hereunder and all records to be furnished therewith shall be subject to inspection at destination, notwithstanding any previous inspection, and Seller shall be given notice of any defects other than the latent defects within a reasonable time after receipt of the Goods. Buyer may reject or require the prompt correction, in place or otherwise, of any Goods which are defective in material, workmanship, design (unless manufactured to a design furnished by the Buyer) or which otherwise fail to meet the requirements of the applicable Purchase Order. Buyer may, in addition to any rights it may have by law, prepare for return shipment and return the Goods to Seller or require Seller to move them, and the expense of any such action, including, transportation both ways, if any, shall be borne by Seller. If Seller fails promptly to remove such Goods or to proceed promptly to replace or correct them, Buyer may replace or correct such Goods at the expense of Seller, including any excess cost. Payment for any or all of the Goods or services supplied hereunder shall not constitute acceptance by Buyer. Nothing in this paragraph shall in any way limit Buyer's rights under the paragraphs hereof titled "Warranty" or Indemnification".
14. **Right of Inspection of Seller's Premises.** Buyer and its personnel and customers, shall have the right from time to time to send to Seller's manufacturing facilities its personnel for performing tests upon the materials or Goods covered by the Purchase Order to ascertain that specified quality standards are being maintained. Buyer's personnel shall have the privilege of visiting all places with the various facilities where raw materials, components or equipment are stored or where manufacturing is being accomplished incident to fulfilling any Purchase Order. Buyer's personnel shall also have the privilege of using Seller's test equipment for the purpose of performing necessary tests.
15. **Indemnification.** Seller undertakes and agrees to indemnify, hold harmless and, if requested by Buyer, defend, at Seller's own expense all suits, actions or proceedings brought against Buyer, its affiliates and subsidiaries, or any of Buyer's directors, officers, employees, agents, dealers, customers, or the users of any of the Goods purchased under the Agreement for actual or alleged infringement of any intellectual property right including, but not limited to, copyright, trademark, or trade secret, United States or foreign letters patent or other proprietary rights of any third party on account of the use or sale of any such Good alone or in combination with other Goods or materials and Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's or its customers' specifications and Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action, or proceeding against any indemnified party. Seller hereby agrees to Indemnify, hold harmless, and if requested by Buyer, to defend Buyer and its affiliates and subsidiaries or any of Buyer's Directors, Officers, employees, agents, dealers, customers, or the users of any Goods purchased under the Agreement against and from any and all claims, costs, losses, liabilities, and damages (including expenses relating to defense, such as attorney's fees and expenses) arising from a breach of the Agreement, whether such liability arises as a matter of contract (ex. Warranty, repair, replacement, downtime, of a customer assembly line, recall, etc.) or tort (injury to property or person), including, without limitation, all liability for incidental, consequential, or special damages. Buyer may, at its option, tender the defense of any claim of liability against Buyer to Seller, in which case Seller shall have the right to settle any such claim provided such settlement is at Seller's expense and involves no action or forbearance by Buyer. Buyer retains the right to defend such claim itself, but subject to indemnification by Seller. Buyer and Seller agree to cooperate reasonably in any such defense.
16. **Information Disclosed to Buyer.** Unless specifically provided in the Agreement or expressly agreed to in writing by Buyer, no information or knowledge heretofore or hereafter disclosed to Buyer, in the performance of or in connections with the Agreement, shall be deemed to be confidential or proprietary, and any such information or knowledge shall be free from any restrictions (other than a claim for patent infringement) as part of the consideration for this Purchase Order.
17. **Waiver.** The failure of either party at any time to enforce any right or remedy available to it under the Agreement or otherwise with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.
18. **Work on Buyer's Premises.** In addition to other terms contained herein, if the Purchase Order requires Seller to perform any services on property (real or personal) owned or controlled by Buyer, the following shall apply;
 - a. Seller agrees to furnish to Buyer, as a condition precedent to final payment, a complete release of all liens, together with a certificate by Seller that the release contains the signatures of all those who performed services or provided materials under this Purchase Order.
 - b. Seller agrees to indemnify, defend and hold harmless Buyer, and its directors, officers, employees, and agents, from and against any and all claims and demands (including costs, litigation expenses, and counsel fees incurred in connection therewith) arising out of injury to, or death of, any person whatsoever or injury or damage to property of any kind by whomsoever owned, or the environment, arising out of the performance of Seller, Seller's subcontractor or Seller's agents of any work which is the subject of the Purchase Order.
19. **U.S. Fastener Quality Act.** In the event that the U.S. Fastener Quality Act (FQA) or the Transportation Recall Enhancement, Accountability, and Documentation (Tread Act) applies to any Goods furnished under the Agreement, Seller shall comply with all requirements of the FQA and TREAD ACT and applicable regulations, including without limitation, regulations pertaining to manufacture's insignia, manufacturer's record of conformance, and record keeping. Seller represents and agrees that all fasteners furnished under this order which are covered by the FQA will have been manufactured in accordance with the FQA. Seller agrees to furnish to Buyer (or Buyer's customers if requested by Buyer) a manufacturer's record of conformance as necessary in support of compliance with the FQA and the TREAD ACT. Seller agrees that any such record (or copies thereof) may be furnished by Buyer to its customers or other parties requiring such documents.
20. **Compliance with Laws.** Seller represents that the Goods covered by the Agreement, together with their containers and other packaging, have been manufactured in accordance with the requirements of all applicable federal, state, local, and foreign laws, ordinances, regulations and codes ("laws and regulations") and safety constraints on restricted, toxic and hazardous materials, as well as environmental, electrical, and electromagnetic considerations applicable to the country of manufacture and sale. To the extent applicable to the Agreement, Seller will comply with all requirements of the International Traffic in Arms Regulations in the performance of the Agreement. Seller further agrees to furnish Buyer, upon request, a certificate attesting to such compliance in such form as Buyer may require. Seller and all persons furnished by Seller shall comply at their own expense with all such applicable laws and regulations from

APPENDIX A

which liability may accrue to Buyer for any violation thereof by Seller, and including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performance under the Agreement. Seller agrees to indemnify, defend (at Buyer's request) and save harmless Buyer, its affiliates, its and their customers and each of their officers, directors, and employees from and against losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorney's fees) that arise out of or result from any failure to do so **USMCA; Certification of Origin; Duty Drawback.** With respect to all Goods delivered from any point within the USMCA territory (Canada, Mexico, United States of America) Seller shall provide, with its invoice, a North American Free Trade Agreement Certificate of Origin on U.S. Customs form 434 or the corresponding Canadian or Mexican form. Seller agrees to transfer to Buyer all customs duty and import drawback rights, if any (including rights developed by substitution and rights which may be acquired from Seller's suppliers), related to the Goods and which Seller can transfer to Buyer. Seller agrees to inform Buyer promptly of any such rights and to supply all documents which Buyer may request or which may be required to enable Buyer to obtain such customs duty and import drawback rights. Seller shall indemnify and hold harmless Buyer, its subsidiaries and affiliates, its and their customers and each of their officers, directors, and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties, and expenses (including reasonable attorney's fees) that arise out of Seller's non-compliance with U.S. or foreign customs laws and regulations.

21. **Equal Opportunity.** The Agreement shall be deemed to include, to the extent applicable hereto: (a) the Equal Opportunity Clause referred to in Executive Order 11246, as amended, (b) all provisions of 41 CFR 60-250, as amended, pertaining to Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era where the value of Goods or services furnished hereunder exceeds \$10,000, (c) all provisions of 41 CFR 60-741, as amended, pertaining to Affirmative Action for Handicapped Workers where the value of the Goods and services furnished hereunder exceeds \$2,500 and (d) similar applicable requirements of any state or local law.
22. **Changes.** Buyer may at any time, by written order, make changes or additions within the general scope of the Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, performance of the Agreement, Seller shall notify Buyer in writing, and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the Agreement. Any claims by Seller for upward adjustment in price or time requirements must be asserted within thirty (30) days after Seller's receipt of notice of the change from Buyer. Nothing herein shall excuse Seller from proceeding with the Agreement as changed.
23. **Publicity, Promotion, or Advertising.** Seller shall not, without Buyer's prior written consent, issue any news release, advertisement, publicity or promotional material regarding the Agreement, including denial or confirmation thereof.
24. **Insolvency.** If Seller ceases to conduct its operations in the normal course of business, including liability to meet its obligations as they mature, or if any proceeding under the bankruptcy or insolvency laws is brought against Seller or commenced by Seller on its own behalf, or if a receiver for Seller, Buyer may terminate the Agreement then completed and subsequently delivered in accordance with the terms of the Agreement.
25. **Drafts.** Drafts against Buyer will not be honored and C.O.D. shipments will not be accepted unless expressly agreed to in writing by Buyer.
26. **Assignment.** Seller may not assign the Agreement or any of Seller's obligations hereunder without Buyer's prior written consent.
27. **Insurance.** Seller shall maintain at its own expense at all times while performing hereunder occurrence-based liability insurance and product-liability insurance with a reputable and financially responsible carrier(s) satisfactory to Buyer for coverage in amounts not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in aggregate, and all other insurance required by applicable law. Seller shall furnish insurance certificates as directed by Buyer, satisfactory in form and substance to Buyer, showing the above coverages, and providing for at least 10 days prior written notice to Buyer by the insurance company of cancellation or material modification.
28. **Force Majeure.** If the manufacture, transfer or receipt or use by either party of any materials covered hereby is prevented, restricted or interfered with by reason of any event beyond the reasonable control of the party so affected, such party, upon prompt notice to the other party (and in the case of Buyer, prior to actual shipment) shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference but, at Buyer's option, deliveries so omitted shall be made upon notice thereof to Seller, upon cessation of such contingency.
29. **Governing Law.** The contract resulting from the Agreement is to be construed according to the laws of the state of the United States from which the Agreement issues, as shown by the address of Buyer printed on the face of the Agreement. The parties agree that any controversy arising under the Agreement shall be determined by the courts of said state, and Seller hereby submits and consents to the jurisdiction of said courts.
30. **Non-Disclosure Agreement.** Supplier is not to use Field's information to directly contact Field's customers regarding the defined scope of items for quoting or soliciting business.

Acceptance of this purchase order submitted by Field constitutes acceptance of the above mentioned terms and conditions.

April 15, 2021

Field Fastener and Supply Policy on the Purchase and Use of Conflict Minerals.

The US Securities and Exchange Commission (SEC) issued rules mandated by the Dodd-Frank Wall Street Reform and Consumer Protection Act that require companies to publicly disclose matters relating to their use of so-called “conflict minerals” that originated in the Democratic Republic of the Congo (DRC) or an adjoining country. These rules require a public company to make disclosures if conflict minerals, which include tantalum, tin, gold, or tungsten, are “necessary to the functionality or production of a product” that the company manufactures. In addition, a company may need to create a due diligence process for tracing the origins of these materials. These rules apply to the majority of Field’s customers because they are publicly traded.

In support of compliance with the SEC rules, Field has updated its procurement terms and conditions applicable to all of its business segments. The updated terms are effective immediately.

The changes reflect our policy to not acquire any conflict minerals (excluding those from recycled or scrap sources) originating in the DRC or adjoining countries (as defined by current SEC rules) from any supplier for incorporation into any of our customers’ products. These terms flow down through suppliers to all subsequent sub suppliers to the point of origination of the material. The terms will involve a regular process by which each supplier will certify its compliance.

We recognize that one of the biggest challenges related to these rules for our industry is the complexity of our supply chain and creating an appropriate due diligence process for tracing the origins of these minerals. Since this concern is common with most distributors and manufacturing companies, we are working with various industry leaders, forums and groups to share best practices.

If you have any questions related to the updated terms, please contact your buyer.

Thank you for your continued support.



Christopher Walls
Director of Quality



Melissa Patel
Director of Supply Chain

APPENDIX B

SUPPLIER EXPECTATIONS

Field has the following expectations of its suppliers:

1. Suppliers will not include, in any products sold to Field, Conflict Minerals that are not DRCConflict Free
2. Suppliers will develop Conflict Minerals policies, due diligence frameworks, and management systems that are designed to prevent Conflict Minerals that are not DRC Conflict Free from being included in the products sold to Field
3. Source Conflict Minerals only from sources that are DRC Conflict Free

In doing so, Field expects its suppliers to:

1. Implement and communicate to their personnel and suppliers policies that are consistent with this Policy, and require their direct and indirect suppliers to do the same
2. Put in place procedures for the traceability of Conflict Minerals, working with their direct and indirect suppliers as applicable
3. Use reasonable efforts to source Conflict Minerals from smelters and refiners validated as being DRC Conflict Free, and require their direct and indirect suppliers to do the same
4. Advise Field of any determination that the supplier either has concluded or has a reasonable basis to believe that products it currently sells or has sold to Field are not DRC Conflict Free
5. Maintain reviewable business records supporting the source of Conflict Minerals
6. From time to time, at Field's request, provide Field with information concerning the origin of Conflict Minerals included in products sold to Field, which Field shall be entitled to use or disclose in satisfying any legal or regulatory requirements or in any customer or marketing communications, notwithstanding the terms of any confidentiality agreements that do not specifically reference this paragraph

APPENDIX C

Part Submission Warrant

Part Name _____		Cust. Part Number _____	
Shown on Drawing No. _____		Org. Part Number _____	
Engineering Drawing Change Level _____		Dated _____	
Additional Engineering Changes _____		Dated _____	
Safety and/or Government Regulation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Purchase Order No. _____	
Checking Aid No. _____		Weight (kg) _____	
Checking Aid Change Level _____		Dated _____	
ORGANIZATION MANUFACTURING INFORMATION		CUSTOMER SUBMITTAL INFORMATION	
FIELD			
Organization Name & Supplier / Vendor Code _____		Customer Name / Division _____	
9883 N. ALPINE RD. P.O. BOX 2529 _____		Buyer / Buyer Code _____	
Street Address _____		Application _____	
MACHESNEY PARK IL 61132-2529 USA			
City	Region	Postal Code	Country
MATERIALS REPORTING			
Has customer-required Substances of Control information been reported? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> n/a			
Submitted by IMDS or other customer format: _____			
Are polymetric parts identified with appropriate ISO marking codes? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> n/a			
REASON FOR SUBMISSION (Check at least one)			
<input type="checkbox"/> Initial Submission		<input type="checkbox"/> Change to Optional Construction or Material	
<input type="checkbox"/> Engineering Change(s)		<input type="checkbox"/> Supplier or Material Source Change	
<input type="checkbox"/> Tooling: Transfer, Replacement, Refurbishment, or additional		<input type="checkbox"/> Change in Part Processing	
<input type="checkbox"/> Correction of Discrepancy		<input type="checkbox"/> Part Produced at Additional Location	
<input type="checkbox"/> Tooling Inactive > 1 year		<input type="checkbox"/> Other - please specify below _____	
REQUESTED SUBMISSION LEVEL (Check one)			
<input type="checkbox"/> Level 1 - Warrant only (and for designated appearance items, an Appearance Approval Report) submitted to customer			
<input type="checkbox"/> Level 2 - Warrant with product samples and limited supporting data submitted to customer			
<input type="checkbox"/> Level 3 - Warrant with product samples and complete supporting data submitted to customer			
<input type="checkbox"/> Level 4 - Warrant and other requirements as defined by customer			
<input type="checkbox"/> Level 5 - Warrant with product samples and complete supporting data reviewed at supplier's manufacturing location			

SUBMISSION RESULTS			
The results for <input type="checkbox"/> dimensional measurements <input type="checkbox"/> material and functional tests <input type="checkbox"/> appearance criteria <input type="checkbox"/> statistical process package			
These results meet all design record requirements: <input type="checkbox"/> Yes <input type="checkbox"/> No (If "NO" Explanation Required)			
Mold / Cavity / Production Process _____			
DECLARATION			
I affirm that the samples represented by this warrant are representative of our parts which were made by a process that meets all Production Part Approval Process Manual 4th Edition Requirements. I further affirm that these samples were produced at the production rate of _____ / _____ hours. I also certify that documented evidence of such compliance is on file and available for review. I have noted any deviations from this declaration below.			
EXPLANATION/COMMENTS: _____			

Is each Customer Tool properly tagged and numbered? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> n/a			
Organization Authorized Signature _____		Date: _____	
Print Name _____	Phone No. _____	FAX No. _____	
Title _____	E - mail _____		
FOR CUSTOMER USE ONLY (IF APPLICABLE)			
Part Warrant Disposition: <input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Other _____			
Customer Signature _____		Date: _____	
Print Name _____	Customer tracking number (optional) _____		

March
2006 **CFG-1001**

REV NEW
Uncontrolled if printed.
Printed on 4/16.

APPENDIX D

Supplier Performance Report											
Supplier	EXAMPLE SUPPLIER					ISSUE DATE		1/7/2019			
Commodity Manager	EXAMPLE MANAGER	CURRENT YEAR PERFORMANCE					SCORES				
Category	Key Performance Indicator (KPI)	Q1	Q2	Q3	Q4	AVERAGE	Q1	Q2	Q3	Q4	YTD AVERAGE SCORE
						PPM IS TOTAL YTD					
Quality	PPM (20 points)	0	0	0	0	0	20	20	20	20	20
	Quality Occurrence (20 points)	0	0	0	0	0	20	20	20	20	20
Delivery	ON TIME (25 points)	96%	97%	94%	0%	72%	25	25	20	0	18
	WALT (5 points)	43	38	49	0	32	4	4	2	5	4
Service	SUPPLIER SERVICE (10 points)	10	10	9	9	10	10	10	9	9	10
Programs	VMI (10 points)	N	N	N	N	N	0	0	0	0	0
	Growth Incentive Plan (5 points)	Y	Y	Y	Y	Y	5	5	5	5	5
	PAYMENT TERMS (5 points)	Y	Y	Y	Y	Y	5	5	5	5	5
						TOTAL	89	89	81	64	81

TWO YEAR SPEND	2017				
	Q1	Q2	Q3	Q4	TOTAL
	\$18,275	\$16,774	\$15,959	\$13,304	\$64,313
	2018				
	Q1	Q2	Q3	Q4	TOTAL
	\$26,265	\$29,702	\$25,185	\$0	\$81,153



100-POINT RATING SYSTEM							
PPM	Quality Occurrence	On Time	WALT		Supplier Service		
< 250 = 20	0 = 20	95%-100% = 25	Import includes 45 days transit time		Supplier Service Score is based on feedback from Field team members. This could be related to ease of doing business, responsiveness, etc. The range is 1-10. 10 being the highest point value.		
251-500 = 17	1 = 15	85%-95% = 20					
501-750 = 15	2 = 10	80%-85% = 15					
751-1000 = 12	3 = 5	75%-80% = 10	Domestic	Import			
1001-1250 = 10	4+ = 0	70%-75% = 5	0-20 = 5	0-90 = 5			
1251-1500 = 7		<70% = 0	21-45 = 4	91-115 = 4			
1501-1750 = 5	VMI	Growth Incentive	46-60 = 2	116-130 = 2			
1751+ = 0	YES = 10	YES = 5	60+ = 0	130+ = 0			
	NO = 0	NO = 0					
					Payment Terms		
					Domestic Goal: 1% 10 Net 60		
					Import Goal: TT 60 Days B/L		
					YES = 5		NO = 0

APPENDIX E

International Chamber of Commerce

<https://iccwbo.org/>

U.S. Commodity Futures Trading Company

<https://www.cftc.gov/LawRegulation/DoddFrankAct/index.htm>

RoHS Compliance

<https://www.rohsguide.com/rohs-substances.htm>

Reach Compliance

<https://echa.europa.eu/candidate-list-table>

Prop 65 Compliance

<https://oehha.ca.gov/proposition-65/proposition-65-list>

TSCA Compliance

<https://www.epa.gov/laws-regulations/summary-toxic-substances-control-act>

APPENDIX F

This Non-Disclosure Agreement ("Agreement") is made this [Click or tap here to enter text.](#) day of [Click or tap here to enter text.](#), 20[Click or tap here to enter text.](#), between Field Fastener, and each of their respective subsidiaries, divisions and affiliates (collectively "Field"), having a place of business at 9883 N. Alpine Rd., Machesney Park, IL, 61132, and [Click or tap here to enter text.](#), a "Supplier", having a place of business at [Click or tap here to enter text.](#).

RECITALS:

WHEREAS, each party owns, possesses or has developed certain technical or business information related to its respective products, services, or product plans; and the parties, for their mutual benefit, desire to disclose to each other certain confidential information in connection with, and for the purpose of, discussions between their authorized representatives concerning all shared information ("Purpose").

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises made by each party to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT:

- 1. Definition of Information.** The term "Information" as used in this Agreement means all information which is disclosed by one party ("Discloser") to the other party ("Recipient"), whether oral or written (including information that is electronically transmitted), relating to the business, services and products of the Discloser, including but not limited to: drawings, reports, designs, specifications, engineering calculations, manufacturing and product data and ideas, production processes, prototypes, cost and other financial information, projections and estimates of requirements, business plans, marketing strategy, pricing, finance programs, suppliers, trade secrets and other knowledge and information that is owned by the Discloser and/or has been or will be disclosed to Recipient under the terms of this Agreement. Information shall also include any reports, analyses, data, notes or other information derived by Recipient from the Information.
- 2. Non-Disclosure Obligations Regarding Information.** Recipient agrees that it shall treat all Information as confidential and specifically it shall: (a) not use Information for any purpose other than for the Purpose described above; (b) not disclose Information to any third party without the prior written consent of Discloser; (c) take all appropriate measures, including such measures as Discloser may reasonably request, to safeguard the Information from loss, theft or disclosure to unauthorized persons; (d) not make copies of Information or reduce a description of Information to writing without Discloser's prior written consent; and (e) limit dissemination of Information to those employees having a need to know for the Purpose described above. In addition, Discloser grants no patent, copyright, trademark or other proprietary right or license to Recipient by entering into this Agreement and/or providing the Information to Recipient.
- 3. Supply.** "Supplier" is not to use Field's information to directly contact Field's customers regarding the defined scope of items for quoting or soliciting business. "Supplier" to not use Field's information to discuss and share with a third party. This can include but is not limited to: samples, prints, usage, costing, pricing, quality, specifications, and customer information.
- 4. Exceptions to Non-Disclosure Obligations.** The obligations of Recipient in Paragraph 2 above shall not extend to any portion of Information that: (a) is within the public domain at any time or enters the public domain without restriction through no action of Recipient; (b) is rightfully received by Recipient from a third party without obligation of confidentiality to Discloser; or (c) was known to and can be shown by substantial written evidence to have been known to or in the possession of Recipient prior to receipt from Discloser.
- 5. Duration.** Unless mutually agreed otherwise in writing, Recipient's obligations hereunder with respect to each item of Information shall expire five (5) years from the date of receipt by Recipient, except that the Recipient's obligations with respect to information that constitutes trade secrets will continue until the information no longer constitutes trade secrets.

APPENDIX F

6. **Relationship of Parties.** The parties do not intend that any agency, joint venture or partnership relationship be created by them by this Agreement.
7. **Return of Information.** Upon request of Discloser, or in any event upon termination of this Agreement, Recipient shall, at Discloser's option, either promptly return to Discloser or destroy all tangible forms of Information and certify the fact of such destruction to Discloser in writing.
8. **Confidentiality of Fact and Terms of Agreement.** The parties shall not disclose to any third party either the existence or terms of this Agreement without the prior written consent of the other party.
9. **No Obligation.** This Agreement shall not create an obligation on the part of either party to acquire or purchase products or services from the other party, any such obligations being the subject of separate agreements between the parties.
10. **Nonassignable.** Neither party may assign or transfer any of its rights or obligations hereunder to any third party without the prior written consent of the other party. Notwithstanding the foregoing, Field may assign or transfer any of its rights or obligations hereunder to any entity controlling, controlled by, or under common control with Field or any successor to the business of Field without prior consent of the other party.
11. **Damages.** The parties acknowledge and agree that breach of this Agreement by Recipient may cause Discloser irreparable harm and Discloser may use any and all legal and equitable rights and remedies available to it or any of them against Recipient to remedy any such breach, including, without limitation, injunctive relief.
12. **Integration and Modification.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements between the parties regarding same, whether oral or written. No waiver or modification shall be valid unless in writing and signed by the duly authorized representatives of the parties.
13. **Governing Law and Jurisdiction.** This Agreement shall be governed by and be subject to the substantive laws of the State of Illinois, without reference to applicable conflict of laws principles. Each party consents to the non-exclusive jurisdiction of the state and federal courts of Illinois.
14. **Survival.** The provisions of Paragraphs 2, 3, 4, 7, 9, 12, 13 and 14 of this Agreement shall survive any termination of this Agreement. This Agreement shall be binding upon the permitted successors and assigns of both parties.
15. **No Waiver/Severability.** It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

Click or tap here to enter text.

By:

Print Name: Click or tap here to enter text.

Title: Click or tap here to enter text.

Date Signed: Click or tap here to enter text.

FIELD FASTENER SUPPLY

By:

Chris Pauli

Print Name: Chris Pauli

Title: CFO

Date Signed: January 31, 2022

REVISION HISTORY

Date	Revision	Editor	Approved by	Changes
4/13/2018	NEW	AJH	CW, MA, MP, KK	ORIGINAL RELEASE
1/31/2019	A	AJH	CW, MA, MP	Updated TOC; Update to titles pp. 3-4; Approval requirements verbiage updated for changes to suppliers, sub-suppliers, and processes; Change format and verbiage for PPAP requirements. Updated for changes to suppliers, etc. Approval needed by Quality or Engineering, pg 10; Update requirements to use tape and no staples pg. 17; Update box quantity requirements pg 17; Rearranged format pp. 16-17; Replaced scorecard with current revision, pg. 27; Added NDA verbiage pg 6 and copy Appendix F, pp 29-30.
2/25/2020	B	AJH	CW, MP, MA, MS, JO	Updated NDA statement pg 6; updated NDA Appendix F; Updated Terms and Conditions Appendix A, line 31; Added pallet height limitations pg 16; updated Audit Frequency pg 8; Added PPM and lines rejected goal, pg. 7; Updated Incoterms, pg. 18; Added Commercial Invoice requirements, pg. 19.
2/15/2021	C	AJP	CW, MA, MP, KK, JO	Updated Performance Report information on pg. 8, Updated Terms and Conditions Appendix A, line 21; added mistake-proofing requirements, pg. 15; Added virtual audit requirements, pg. 9; updated graphics throughout.
2/08/2022	D	AJP	CW, MP, KK, JO, MS	Grammar, formatting, and spelling throughout; Pg. 4- added statement from Director of Supply Chain; Pg. 6- updated verbiage for Purpose of manual, NDA. ; Pg.7- Added Corporate Social Responsibility; Pg. 8- Updated lines rejected rate; Pg. 9- verbiage in audit requirements, updated audit frequency, PPM, and lines rejected rate; Pg. 10- Updated where PPAPs are to be sent; Pg. 12- Updated quality requirements. Added tooling requirements; Pg. 13- Updated Regulatory Compliance, certification requirements, and certification submission process; Pg. 17- Added note about packaging to prevent damage; Pg. 18- Updated contact information for international shipments; Appendix B- added CM Letter; Appendix E- Added compliance links; Appendix F- Updated NDA; Pg. 31- Added signature page.





Field's Supplier Quality Manual Acknowledgement

The undersigned, a representative of the below company name, hereafter referred to as "the Supplier", hereby acknowledges receipt of the Field Fastener's Supplier Quality Manual, Revision D and by signature, electronic or otherwise, agrees to all requirements of this manual unless specifically waived by an Authorized Representative of Field Fastener.

Signed:

Supplier Representative (print)

Supplier Representative (signature)

Company Name (print)

Date

Please send to the attention of the Field's Supplier Quality Engineer, Andrea Pedersen at andreap@fieldfastener.com.

Thank you,

Chris Walls
Director of Quality

Andrea Pedersen
Supplier Quality Engineer