



Binks®

Supplier Handbook

**Experience
the difference.**

DeVilbiss
By Binks

Ransburg
By Binks

Welcome

Dear Binks Supplier,

Competing in today's global market requires that products and services are high quality and competitively priced. In order for LSF12 Donnelly Bidco, LLC d/b/a Binks, its affiliated companies, and subsidiaries (collectively referred to as "BINKS") to be successful in meeting our Customer requirements, we must have the processes and tools in place that will encourage and support our Suppliers in meeting certain strict quality requirements. These requirements are driven from AS9100, ISO9001, ISO13485, other regulatory requirements, and Customer needs.

Suppliers play an essential role in Bink's success as partners in our global enterprise. We challenge our Suppliers to be best-in-class in service, quality, delivery, and cost. Suppliers that meet this challenge will be rewarded with increased business.

The objective of this handbook is to provide our Suppliers with our expectations and certain of each Supplier's obligations when conducting business with Binks. This handbook will provide a basis for high-quality and lasting business relationships. All Suppliers must comply with the requirements contained in this document, unless a special agreement states otherwise. Our intent is that our Supplier Handbook be used as a tool to clarify communication and foster continuous improvement. Binks expects its Suppliers to embrace the contents of this handbook and incorporate them into their everyday operations and product development activity.

We look forward to your support as a partner, and we believe that by working together to meet these requirements, we can develop strategic partnerships that will benefit both Suppliers and Binks.

Your Sincerely,

Vic Patel

Vic Patel

Global VP of Operations and Supply Chain

From start to finish we have you covered.

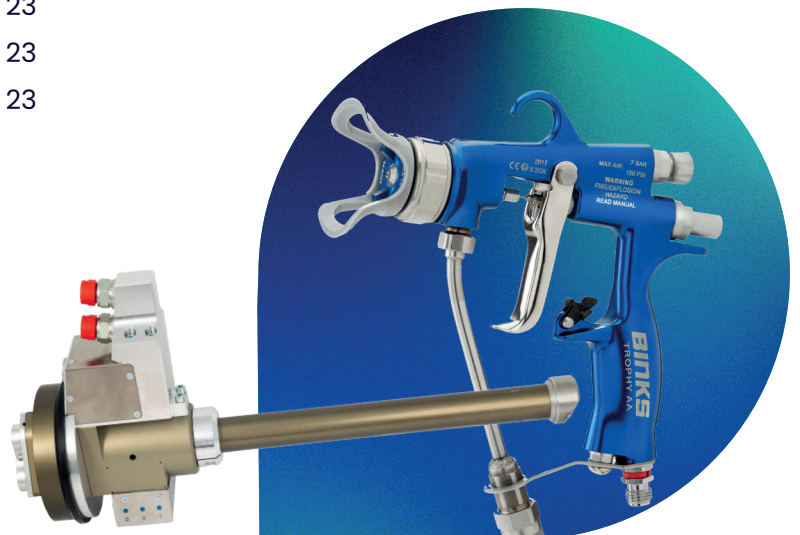
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From start to finish we have you covered.

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From start to finish we have you covered.

Supply Chain Excellence

We expect our Suppliers to align with us on Supply Chain Excellence, which we define as:

The collective efforts of Suppliers, operations and associates, and formalized processes and procedures that create a competitive advantage to your company and deliver sustainable, best-in-class profitability and Customer satisfaction.

Binks has created the following 12 Supply Chain Principles to foster a culture of improvement across the supply chain.

1

Supplier Selection will evaluate Suppliers using audits, profiles, specifications, historical performances, total costs, corporate objectives, and compliance with Binks safety systems and procedures. An optimal number of Suppliers will be selected with mitigation of sole source risk exposure.

2

Contract Management will require multi-year agreements, with annual productivity and performance commitments aligned with Binks expectations and market conditions.

3

Supplier Management will be necessary to engage key Suppliers at every level of the organization and actively pursue joint projects to improve productivity and performance. This includes the use of COS (Lean/Six Sigma) tools by Suppliers, which can be accomplished through the Binks training programs.

A continuous process will exist to ensure the optimum number of Suppliers will be maintained and a process will be established to reward top Suppliers.

4

Supplier Performance will be measured and evaluated using a consistent scorecard at all facilities. Suppliers will be required to consistently deliver continuous improvement in key performance areas.

5

Technical Resource Management will be used to actively involve Suppliers in product development, with a shared responsibility for the execution of implementation plans. Suppliers will be directly linked with technical resources in areas including product design, application, and process capability. Development and performance needs will be anticipated by Suppliers and will be provided with timely solutions to Binks.

6

Specification Management will be needed to establish a centralized, standard procedure to ensure all Binks material specifications are up-to-date and all Critical to Quality requirements are in place. Suppliers (if required by Binks) must certify to specifications on a per-shipment basis and ensure that a robust process for addressing changes is in place. Standardized specifications must be in place for common materials across all plants.

From start to finish we have you covered.

Supply Chain Excellence

7

Transaction Management will require a paperless, electronic integration with all Suppliers utilizing real-time collaborative planning information through a common exchange.

8

Capacity Planning & Replenishment Management will be employed by all key Suppliers to manage inventory through electronic integration utilizing COS (Lean/Six Sigma) tools such as Just-In-Time, Kanban, Make-For-Hold, Supplier-Managed Inventory, and other advanced replenishment processes as close to the point-of-use as possible.

9

Working Capital initiatives use COS (Lean/Six Sigma) to drive continuous improvement of Supply Chain processes using cross-functional and/or cross-organizational approaches to improve inventory turns and reduce Supply Chain cost or waste.

10

Comprehensive Communication plans will be in place to ensure that Supply Chain and Supplier objectives are consistently communicated throughout all levels of the organization.



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From start to finish we have you covered.

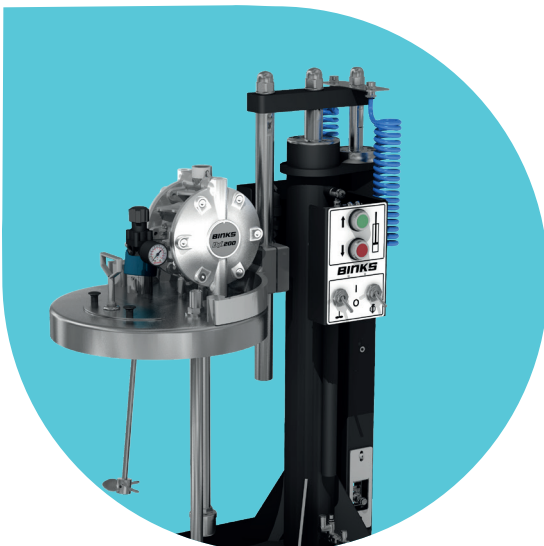
Supply Chain Excellence

11

Quality & Improvement will be employed in Supply Chain activities to support and champion Quality Systems leading to strong Supply Chain products and processes. This includes promoting the use of COS (Lean/Six Sigma, Quality Assurance Improvement, etc.) for production improvement as well as non-production processes within the Supply Chain.

12

Organizational Structure/Development includes continuous improvement support in training and development between Binks and its Suppliers including participation in business kaizen activities for either Binks or Supplier-driven events, Supplier-lead training for Binks associates (e.g. best techniques to use their materials), improved interaction in supply and demand planning, or mutual activities that will be used to drive continuous improvement across Binks.





From start to finish we have you covered.

Introduction

In order to meet our competitive global market requirements, Binks realizes the importance of working together with our Suppliers to develop a successful relationship. The foundation of this relationship relies on the following strategies:

- Close interaction between Binks's Engineering, Manufacturing, Purchasing, and Quality personnel and its Suppliers
- Meeting the quality requirements of ISO9001, AS9100, and all applicable regulatory and Customer requirements
- Providing our Suppliers with continuous feedback about their quality performance to support them in improving their overall quality and on-time delivery
- Pursuing excellence within the Supply Chain Excellence components as defined and described previously, through Supplier Relationship Management (SRM) and other joint initiatives

General Requirements

The following are mandatory General Requirements we expect our Suppliers to fulfill:

Applicability

All Suppliers are to fully comply with the requirements of this handbook. Practices may vary by individual Binks plant. Always consult with individual plants if there is a question regarding a specific requirement or form. Binks reserves the right to change the contents of this handbook. Content updates will result in the updates of the online version and notifications being sent to Suppliers. Every attempt has been made to keep this handbook current. Updates can be viewed at the following link:

<https://carlisleleft.com/en/supplier-handbook/>

Supplier Relationship Management (SRM) Requirements

At Binks, we have a structured Supplier Relationship Management (SRM) program to maintain alignment at the plant, Vice President, and Executive levels. In these business review meetings, we discuss performance feedback, co-development opportunities, long-term agreements, service improvements, and technical product road maps. Key Suppliers are expected to prepare for and participate in these meetings as directed by Binks.

Right of Access

Suppliers shall provide Binks, its Customers, and regulatory authorities access to their premises and facilities for cooperation on products, processes, and business issues.

By prior notice, Suppliers shall allow Binks and/or Binks Customers access to both their facilities and those of their sub-tier suppliers and subcontractors, for the purpose of evaluating parts, processes, documents (FMEA, Control Plan, instructions, records, etc.), methodologies, and systems used in manufacturing Binks products. Binks may, at its discretion, use third-party independent auditors. These individuals represent Binks and will audit the Supplier's processes to establish conformance to validated quality systems.

Notification of Supplier Changes

Changes within the Supplier's organization that may affect product quality, financials, or risk to Binks shall be communicated by Supplier to Binks in advance. These changes may include: company ownership, company name, manufacturing location, quality approvals, significant changes to process or inspection techniques, key personnel, workmanship standards, calibration, and other systems that may impact form, fit, or function of a product. Changes must be approved by Binks in advance in writing.



From start to finish we have you covered.

(SRM) Requirements

Purchase Order Requirements

Supplier shall adhere to all Purchase Order (PO) Terms and Conditions and any special instructions from Binks. The PO is the controlling document and overrides any requirements specified in this handbook. Acceptance of a Purchase Order constitutes acceptance of and agreement to this Supplier Handbook. Suppliers are encouraged and expected to discuss and understand the specific applicability of these requirements with their Purchasing and Supplier Quality representatives.

Responsibility for Product Conformance

Binks and its Customers expect Suppliers to deliver material that is 100% compliant with all the Purchase Order requirements and product specifications. Suppliers and their sub-tier supplier(s) shall be responsible for quality, reliability, and safety of their products/services, and ensure they meet all form, fit, function, industry, and regulatory requirements. Binks reserves the right to reject any material that does not meet the product specifications, the Purchase Order requirements, or any other applicable industry or regulatory requirements.

Flow-Down of Binks Supplier Requirements to Suppliers/Sub-Tier

Supplier is responsible for cascading the requirements contained in this Handbook to all of its subcontractors and sub-tier suppliers that provide products or perform services for the Supplier in support of Purchase Orders issued by Binks.

Acceptance Authority Media

The Supplier shall comply with the AS9100 and 14 CFR Part 21.2 requirements regarding Acceptance Authority Media (AAM). The Supplier shall ensure that the use of AAM is clearly defined. The Supplier shall be able to demonstrate evidence of communication to its employees and to its Supply Chain when requested. Use of AAM must be considered as a personal warranty of compliance and conformity. The Supplier shall maintain compliance to the AAM requirements by assessing its process and Supply Chain as part of its internal audit activities.

Communications

All communications related to the fulfillment of Purchase Order(s) shall be carried out through the Binks Purchasing Department. Binks Quality Department reserves the right to contact Suppliers and their sub-tier supplier(s) for all

quality-related questions, issues, request for failure analysis, corrective/preventive actions, or any other quality-related concerns. Under no circumstance is the Supplier to approach or contact Binks's Customers in relation to our business dealings.

Protection of Binks & Its Customers' Proprietary Information

Any information the Supplier receives from Binks must be kept confidential and not disclosed to any third party without Binks's prior written consent. The information can include, but is not limited to, all versions of electronic data, drawings and documentation, tooling, and materials.

Confidentiality & Non-Disclosure Agreement

As a condition to Binks furnishing the Supplier and its respective officers, employees, principals, agents, and advisors (collectively, "representatives") with financial, technical, and other information regarding Binks that has not been made generally available on a non-confidential basis, the Supplier agrees to hold such information in confidence per the terms of the Confidentiality and Non-Disclosure Agreement.

Disaster Recovery Plan

Suppliers shall define and implement a plan to mitigate the potential impact of risks to the normal operation of their business in the event of a disaster. The primary objectives are to safeguard company assets (employees, facilities, equipment, and other capital assets), maintain customer service, and to communicate responsibly with all those who have a need to know should the Supplier experience a significant business disruption.

The Business Continuity and Disaster Recovery Plan addresses the key areas necessary in the event of a disaster occurrence to ensure the Supplier has a plan to maintain business operations; maintain financial and accounting activities; meet contractual obligations and requirements; meet legal and regulatory requirements; safeguard company assets and maintain Customer Service. A copy of your Disaster Recovery Plan should be provided to Binks.



From start to finish we have you covered.

(SRM) Requirements

Supplier Request for Deviation

There may be circumstances when Suppliers discovers out-of-tolerance conditions within their facility that they believe can be deviated. If the Supplier feels the condition does not affect fit, form, function, or performance of a product, a one-time deviation may be requested from Binks. At the Binks plant's discretion, Binks may grant a deviation based on plant procedures and requirements.

The Supplier will always request, in writing, a formal deviation (or concession) and receive approval before shipping nonconforming products to Binks. The Supplier must fill out a Supplier Request for Deviation Form, or an appropriate Supplier-equivalent form, and return it for approval by Binks.

If the deviation is approved by Binks, a copy of the signed Request for Deviation must be placed in each pack being delivered to Binks, otherwise products will not be accepted. A plan to return to normal production and the time required to do so may also be required at the same time as the written request.

When accepting a deviation, Binks reserves the right to pursue cost recovery if costs above normal production are incurred due to the deviation and Supplier agrees it will be responsible for such costs. Rejection of a deviation request is not an acceptable reason for missed delivery.

Binks-Owned Tooling & Supplied Products

Tangible property of every description including without limitation all tools, equipment, material, drawings, manufacturing aides, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds, documentation, engineering specifications, and test reports together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto purchased or provided by Binks or its Customers ("Tooling") will be owned exclusively by Binks and will be permanently marked to clearly show that it is property of Binks or the Customer. These tools will only be used for Binks products unless an authorization in writing exists. Contact your buyer for information regarding this subject. Supplied products can include intellectual property such as data used for design, production, or inspection.

With respect to each item of Tooling, Supplier grants to Binks, a non-exclusive, world-wide, paid-up, irrevocable and perpetual license under any (i) intellectual property of Supplier that is incorporated into or used to make or design the Products, and (ii) knowledge and know how concerning

the use of Tooling, in each case as necessary and sufficient to enable Binks to make, have, offer for sale, import, export, or modify such goods, and (ii) to ensure that Binks can make full beneficial use of the rights provided herein, Supplier will provide the following: Tooling, dies, and molds for such goods, including without limitation, any computer aided design data for such Tooling, and in each as applicable, the specifications, bills of material, supplier information for any purchased components used in such Tooling, and manufacturing process information regarding such Tooling. Binks is a third party beneficiary of any agreement between Supplier and a party other than Binks for the production of Tooling, and Binks will have ownership of, and access to Tooling (if subject to an ownership dispute) held by any such party. Supplier will comply with Binks's instructions concerning bailed property and will keep Tooling (whether or not completed) in its possession and/or control, tagged and safely stored apart from Supplier's property, in good condition, fully covered by insurance, free of liens and encumbrances (other than statutory liens) and will replace or repair any such Tooling when lost, damaged or destroyed. Supplier will not re-locate any Tooling without Binks's consent. All Tooling will be transferred as Binks may direct at any time.

Material Obsolescence

The Supplier shall notify Binks at least two (2) years in advance if it anticipates discontinuing the manufacture of any products, materials, or spare parts.

The Supplier shall make discontinued materials and spare parts available for five (5) years after the products, materials or spare parts are discontinued by:

- Finding an acceptable source to provide the discontinued products, materials or spare parts to Binks, or
- Finding a substitute for the discontinued products, materials or spare parts that is acceptable to Binks, or
- Carrying an inventory of the products, materials or spare parts as required to support Binks, or
- After exhausting the above alternatives, providing Binks with the opportunity to make a last-time buy after allowing Binks a reasonable time to assess its needs.



From start to finish we have you covered.

(SRM) Requirements

Maintenance and Upgrades

Supplier shall maintain and provide Upgrades and Corrections (as defined below) to the Products, including applications, infrastructure, platform and related software, and shall make the Products incorporating such Upgrades and Corrections available to Binks, in each case at the most frequent cadence that Supplier makes such Upgrades, Corrections and Products available to any of Supplier's other customers and any such Upgrades and Corrections shall be at no additional cost unless set forth in an agreement between the parties. Supplier shall provide Binks with prior written notice before making any Upgrades or Corrections to the Subscription Products. Binks shall have the right to reject any Upgrades or Corrections in which case Supplier shall continue full support of Binks's version of the Products.

All Upgrades shall be "backward compatible" such that each Upgrade (and the Products after an Upgrade has been incorporated) is/are compatible with the same software and hardware used in connection with accessing and using the Products (prior to incorporating the Upgrade), without the requirement of adaptation, modification or use of new (or otherwise different) software or hardware.

"Correction" means any bug fix, correction, Defect remedy, or other repair of a Product.

"Upgrade" means any (i) update, improvement, repairs, break-fixes, feature optimizations, expansions, security device or other addition or modification of a Product, to (A) improve upon or update existing features and operations within the Product; (B) ensure compatibility with new releases of existing systems (including hardware, operating systems and middleware) and external services through standardized interfaces; or (C) comply with applicable laws, industry standards or market practice, and/or (ii) upgrade, release or version that Supplier releases, provides or otherwise makes commercially available to the then-commercially released version or release of a Product. Upgrades include any replatformed software, whether on different operating systems or equipment, and any documentation released, provided or otherwise made available with the Upgrade.

Environmental Requirements/Regulatory/Ethical Business

Binks views responsible environmental, regulatory, and ethical business practices as a normal part of culture. We seek to always treat our employees fairly, respect the communities in which we operate, and put forth our best effort to ensure we remain a responsible business partner.

Through responsible environmental practices, Binks is dedicated to identifying and reducing the environmental impact of its operations, activities, and products. It is our commitment to comply with all applicable laws and other regulatory requirements concerning the environment. We are committed to preventing pollution and continually improving our environmental performance in all of our global operations. Our environmental performance will be achieved through a comprehensive Environmental Management System that provides the framework for setting and reviewing Binks's environmental objectives and targets. We expect the same of our Suppliers.

It is Binks's expectation that all Suppliers shall comply with industry standard business and ethical standards, as well as the laws of their countries and all other applicable laws, rules, and regulations. Binks expects Suppliers to implement procedures to ensure the requirements outlined in this Supplier Handbook are met. Specific conformance areas include -- but are not limited to -- Compliance with Law, Environmental Sustainability, Dodd-Frank Act S1502 (Conflict Minerals), Counterfeit Parts Prevention, RoHS, REACH, Anti-Human Trafficking, Executive Order No. 11246 of September 24, 1965 as amended and of the rules, regulations, and relevant orders of the Secretary of Labor, including the equal opportunity clause, and Export Compliance. We expect Suppliers to participate in monitoring and reporting activities as required in support of these initiatives. In addition, Suppliers must notify Binks of any and all business relationships with other Suppliers, subcontractors, and sub-tier suppliers that do not meet the environmental, regulatory, and ethical business requirements of this Supplier Handbook. Where non-conformance is identified, the Supplier shall determine the root cause and promptly implement corrective and preventive actions to resolve. Compliance in these areas will be a significant factor in the selection of suppliers.



From start to finish we have you covered.

(SRM) Requirements

Compliance With Law

Binks is dedicated to conducting business only with Suppliers that demonstrate a high commitment to compliance and responsibility. To that end, the Supplier shall ensure that the products furnished to Binks, and any services rendered, shall be manufactured, sold, used, and rendered in compliance with all relevant federal, state, and local laws, ordinances, and regulations of the United States, and any other country with jurisdiction over the activities the Supplier performs for Binks. Without limiting the generality of the foregoing, the Supplier shall ensure its compliance with: (i) all applicable international prohibitions on child labor, (ii) the United States Foreign Corrupt Practices Act (15 U.S.C § 78 et seq.), (iii) the UK Bribery Act 2010, the Anti-Kickback Act of 1986, (iii) Federal Acquisition Regulation 52.222-50 Combating Trafficking in Persons; and (iv) any other anti-corruption laws, regulations, and policies of any other country with jurisdiction over the activities the Supplier performs for Binks. Supplier has, and shall maintain in effect, all licenses, permissions, authorizations, consent and permits needed to carry out its obligations under this Order. Without limiting the generality of this Section, Supplier shall comply with all applicable U.S. export control laws and economic sanctions laws and regulations, specifically including but not limited to the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et. Seq.; the Export Administration Regulations, 15 C.F.R. 730-774; and the Foreign Assets Control Regulations, 31 C.F.R. 500-598 and associated executive orders. Without limiting the foregoing, Supplier shall not transfer exportcontrolled Products, technical data, or technology, unless authorized in advance by an export license (such as a Technical Assistance Agreement). Supplier shall not assign any foreign national employees to perform services without Binks's express written consent and an understanding regarding access to systems and export control regulations.

Binks is committed to respecting all human rights, as articulated in the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights, and the International Labor Organization's (ILO) Declaration on Fundamental Principles and Rights at Work. Binks will respect stakeholders' views in the continuing development, implementation, and evaluation of this policy.

The Supplier should incorporate the principles set forth herein into its own code of business ethics and conduct manual.

Environmental Sustainability

Suppliers shall work to promote socially responsible and environmentally sustainable practices throughout their operations. Consideration should be given to product design, packaging, and life-cycle management in an effort to lead their company/ industry toward reduced environmental impact. Suppliers shall initiate, maintain, and communicate programs which support these goals. It is preferred that Suppliers have an Environmental Management System to guide advancement of environmental objectives and targets.

United States Government Subcontracts

The Supplier understands that Binks's purchase of products from them may be in support of a United States government contract or subcontract. The Supplier will comply with all applicable government procurement regulations that are mandatorily required by Federal statute. Typical flowdowns that apply are, without limitation, the provisions applicable to the sale of "commercial items" within the meaning of the Federal Acquisition Regulations in accordance with FAR 52.244-6 (Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items) and Defense Federal Acquisition Regulation Supplement 252.244-7000 (Subcontracts for Commercial Items and Commercial Components (DoD contracts)).

The Supplier acknowledges that the United States government may require the flowdown of additional clauses. The Supplier shall comply with any such clauses to the extent the clauses are applicable to the transactions between Binks and the Supplier.

The Supplier shall immediately disclose to Binks if it, or any of its principals, consultants, subcontractors, sub-tier suppliers, officers, or directors become barred or suspended, whether permanently or temporarily, from conducting business under U.S. government contracts.

Dodd-Frank Act S1502 (Conflict Minerals)

The Supplier recognizes the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten, and gold. The Supplier hereby certifies that it complies with the Dodd-Frank Act Section 1502 ("the Act") reporting requirements, regardless of the country or countries in which it is doing business. If any tin, tungsten, tantalum, or gold are used in products provided to Binks, this must be disclosed to the Binks buyer. For the minerals identified, the Supplier will perform a country of origin inquiry and proper due diligence to determine the conflict status of the smelter and/or mine.



From start to finish we have you covered.

(SRM) Requirements

This information will be provided to Binks using the standard EICC/GeSI Conflict Minerals Reporting Template. The template and training materials are also available at: www.conflictreesmelter.org. The Supplier certifies and warrants that it will not knowingly deliver to Binks any products that contain conflict minerals as defined in the Act. If the Supplier discovers that there are any conflict minerals contained in the products delivered to Binks, the Supplier agrees to use its best efforts to eliminate the use of such conflict minerals for use in the products without adversely affecting its ability to continue to meet the product specifications.

The Supplier agrees that it shall require its own subcontractors and sub-tier suppliers in the Supply Chain for products delivered to Binks to comply with the requirements of this document. Additionally, Suppliers at any tier may be requested to provide evidence that a proactive policy – adhering to Dodd Frank Act S1502 – is in place.

Counterfeit Parts Prevention

Compliance with the Department of Defense policies for detecting, avoiding and remediating is required of our Suppliers as defined in DoD 4140.67, DoD Counterfeit Prevention Policy. “Counterfeit Parts” shall mean a part, component, module or assembly whose origin, material, source of manufacture, performance or characteristics are misrepresented. This term includes, but is not limited to, (A) parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer, (B) defective parts and/or surplus material scrapped by the original manufacturer and (C) previously-used parts pulled or reclaimed and provided as “new.”

As used herein, “authentic” shall mean (A) genuine, (B) from the legitimate source claimed or implied by the marking and design of the product offered, and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.

“Independent Distributor” shall mean a person, business or firm that is neither authorized nor franchised by an Original Component Manufacturer (OCM) to sell or distribute the OCM’s products but that purports to sell, broker, and/or distribute such OCM products. Independent Distributors are also referred to as un-franchised distributors, unauthorized distributors, and/or brokers.

The Supplier represents and warrants that only new and authentic materials are used in products delivered to Binks and that the products delivered contain no Counterfeit Parts. The Supplier shall maintain a documented system (policy, procedure, or other documented approach) that provides for the prior notification and Binks written approval before materials are purchased from sources other than Original Equipment Manufacturers (OEMs/OCMs). To further mitigate the possibility of the inadvertent use of Counterfeit Parts, the Supplier shall only purchase authentic parts/components directly from the OEMs/OCMs or through the OEM’s/OCM’s authorized distribution chain. The Supplier must make available to Binks, at Binks’s request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by a Binks Procurement Representative.

All Suppliers (including OEMs, authorized distributors, and independent distributors) shall provide an original OCM/OEM certificate of conformance with each shipment supporting the Purchase Order.

The Supplier shall flow the requirements of this document to its subcontractors and sub-tier suppliers for the performance of each Purchase Order. Receipt of suspect material will result in official reporting to GIDEP by Binks.

RoHS

The Restriction of Hazardous Substances Directive 2002/95/EC (RoHS) was adopted in February 2003 by the European Union. All Suppliers shall know and understand the contents of its products, including the products of its sub-tier suppliers. Upon Binks’s request, Suppliers shall provide a complete listing of the product’s physical contents. If necessary, Binks will require documentation from the Supplier certifying its product to be RoHS compliant.

From start to finish we have you covered.

(SRM) Requirements

REACH

The European Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) entered into force in June 2007. Suppliers shall comply with all applicable REACH requirements that affect the products they supply to Binks. Binks expects Suppliers will have a dialogue with their own Supply Chain and with Binks regarding all applicable aspects of REACH. Upon Binks's request, Suppliers shall provide a complete listing of the product's physical contents.

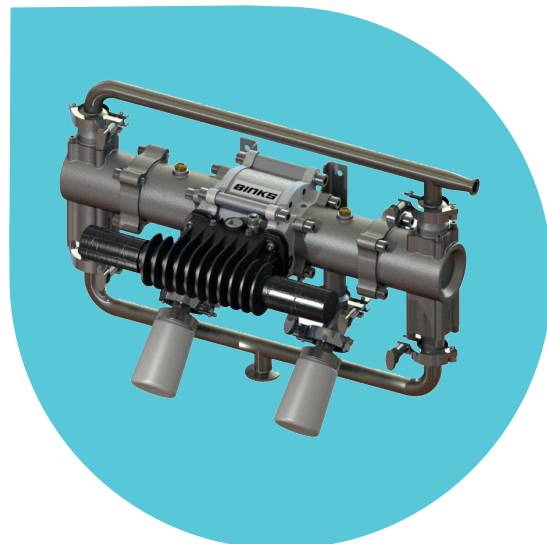
Human Rights Policy

Suppliers are expected to comply with all applicable human rights and employment laws and regulations in the jurisdictions in which they operate, including but not limited to the End Human Trafficking in Governance Contracts Act 2022, The California Transparency in Supply Chains Act, The German Supply Chain Act.

- Respect for human rights – the Supplier agrees to respect and uphold the human rights of employees and are committed to preventing and addressing human rights violations in their direct operations and supply chains.
- Labour rights – the Supplier agrees to uphold the rights of workers, including the right to fair wages, safe working conditions, freedom of association, and the prohibition of forced labour, child labour, and discrimination in any form.
- Equal opportunity – the Supplier commits to ensuring all workers have the right to employment on an equal basis regardless of race, national or ethnic origin, disability, age, sex, gender, sexual orientation, transgender identity or religion and beliefs
- Grievance mechanisms – we expect the Supplier to maintain accessible and effective grievance mechanisms for employees, suppliers, and other stakeholders to raise concerns or complaints related to human rights violations.

Suppliers of FAA-Approved (or Agency-Approved) Parts

- Suppliers of Federal Aviation Administration (FAA)-approved materials, including Suppliers of proprietary parts upon which an applicant relies for controlling conformity and quality, are formally advised that its inspection system and the materials it supplies are subject to inspection by the FAA.
- In the event Binks identifies a foreign Supplier directly related to FAA-approved parts within its Supply Chain, Binks will contact the FAA regarding the foreign Supplier.
- Purchasing and/or Supplier Quality will notify Suppliers of FAA-approved parts/materials of the following requirements:
 - FAA-approved parts/materials shall not undergo any design changes without written approval from Binks
 - FAA-approved parts/materials found to be non-conforming shall not be shipped to Binks without a signed deviation from Binks



From start to finish we have you covered.

(SRM) Requirements

Export Compliance

The Supplier acknowledges that the performance of any work it supplies may involve the use of or access to articles, technical data, or software that is subject to export controls under U.S. International Traffic in Arms Regulations or "ITAR," or U.S. Export Administration Regulations or "EAR." Any Purchase Order, quote, specification, print/document may contain TECHNICAL DATA WHOSE EXPORT IS RESTRICTED IN ACCORDANCE WITH U.S. Export Regulations.

THE SUPPLIER SHALL ENSURE THAT IT AND ALL OF ITS SUB-TIER SUPPLIERS AND SUBCONTRACTORS FULLY COMPLY WITH THESE EXPORT LAWS. VIOLATIONS OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CRIMINAL PENALTIES.

a. In order to assist Binks Compliance with U.S. Security and Export requirements, the Supplier shall not assign any persons who are not United States Citizens or aliens granted permanent residency in the United States to work on projects or supply the materials covered under any Purchase Order without first obtaining Binks's written permission and authorization from the U.S. regulatory agencies as required. Any transfer of ITAR-controlled technical data for manufacture by the Supplier requires the Supplier to be registered with the U.S. Department of State, Directorate of Defense Trade Controls.

b. Supplier shall be responsible for ensuring that all personnel it assigns to this work on behalf of Binks has all the appropriate and current licenses and State Department or Commerce Department approved documents necessary to perform the work. The Supplier shall produce such records at any reasonable time upon Binks's request.

If the Supplier is not sure whether or not the products it provides fall under the ITAR or EAR category, it is responsible for engaging Binks and ensuring compliance. In accordance with ITAR/EAR requirements, all visitors to Binks facilities may be subject to a Restricted Party Screening.

DPAS-Rated Orders

As a Supplier to the U.S. Department of Defense, Binks will, from time to time, accept orders or contracts that fall under the provisions of the Defense Priorities and Allocation System (DPAS).

The purpose of the DPAS is to:

- Assure timely delivery of materials and services from a private industry to meet National Defense needs
- Provide an operating system to support rapid industry response to Government Procurement needs in times of need.
- Binks will not designate individual POs as DPAS (rated or not)
- Binks Suppliers should be aware of and be prepared to meet the requirements of DPAS for all POs





From start to finish we have you covered.

Supplier Assessment /Qualifications

Approved Supplier List

Binks maintains an approved Supplier list for all certified/ approved Suppliers, which may be maintained at the plant level.

Methods of Supplier Assessment

Risk Assessment Survey/Supplier Quality Questionnaire

A Supplier Risk Assessment Survey and/or Supplier Quality Questionnaire are used for both new Supplier evaluation as well as for periodic assessment. The Survey/Questionnaire shall be completely filled out, evaluated, and approved prior to Binks placing production Purchase Orders with the Supplier. All questions must be completely and appropriately answered. If the Supplier has any questions regarding the Supplier Quality Questionnaire, it may contact the Binks Purchasing or Quality Department.

The purpose of this Survey/Questionnaire is to give an initial overview of the Supplier's organization, systems, and capabilities. After the completed document has been evaluated by Binks, a decision will be made to determine the level of approval granted.

Supplier Scorecard

Binks will monitor the performance of Suppliers using some or all of the following criteria:

- On-time Delivery
- Days Payable Outstanding (DPO)
- Quality
- Supplier Service Responsiveness
- Lead Time
- Productivity

More specific information on performance levels in these key criteria is available upon request. A Supplier's continuous improvement plans should target zero defects and 100% on-time delivery. Regular reporting of performance to select Suppliers will be communicated via a Supplier scorecard.

Supplier On-Site Audit

As part of Binks's Supplier Development Program and Supplier Control Process, all approved Suppliers are subject to an on-site Supplier Verification Audit at Binks's discretion. Selected Suppliers will be audited as necessary to verify product/process conformance.

The purposes of the on-site audit are:

- To evaluate new and existing Suppliers' compliance, and its ability to effectively execute quality processes/ procedures required by Binks
- To facilitate improvement in a Supplier's quality and other functional systems by driving corrective action in areas of non-conformance or general concern
- To provide input regarding the Supplier's quality performance to the enterprise
- To provide an overall estimate of the level of Binks support required in bringing a Supplier to acceptable status

Re-evaluation of existing Suppliers may be done in the following cases:

- Necessity of the re-evaluation of an approved/existing Supplier will be decided on a case-by-case basis by Binks
- Acquisition, merger, lay-off after employee strike, after riots, after natural calamity e.g. flood.
- Change of process, Supplier, equipment, machines, etc.
- Repeated quality non-conformances or consecutive quarters below minimum scorecard metrics
- Process audits may be performed on an annual basis

Capacity

Binks expects the Suppliers to have sufficient capacity to meet Binks's demand at all times. Binks may require the Supplier to validate this capacity in terms of Manpower, Machine, and Material with objective data. This may be verified during or at any time after the Supplier selection process. We expect Suppliers to flex their capacity within a reasonable time frame for their industry and to respond to fluctuations in Binks schedules without increasing lead times. This may require operating for extended hours as needed. Suppliers will add or source appropriate capacity as Binks requirements grow. We will periodically perform rate readiness reviews with our Suppliers based on Customer demand.

From start to finish we have you covered.

Supplier Assessment /Qualifications

Qualification Process

The sourcing process below describes how Binks evaluates its potential Suppliers and determines where specific parts will be purchased.

Potential Supplier

- Potential Supplier Self
- Confidentiality
- Request for Quote
- Supplier Assessment
- Contract Review/Award
- Internal Qualification
- External Qualification
- Binks Final Supplier

Maintaining Qualification Status

Suppliers are expected to maintain full control of their operations in accordance with this Handbook. If the Supplier fails to meet Binks's expectations, it may be subject to a progressive level of discipline ranging from notification and probation up to disqualification.

Quality Management System Requirements

General

It is preferred that all Suppliers have a Quality Management System that meets the intent of a globally-accepted standard as appropriate for the commodity type being manufactured. Acceptable standards include, without limitation:

- AS9100 Quality Management Systems – Requirements for Aviation, Space, and Defense Organizations
- ISO 9001 Quality Management System
- ISO 13485 Quality Management System for Medical
- 21 CFR Part 820 FDA cGMP Quality System Requirement

The Supplier shall implement and maintain a Quality Management System, which complies with the applicable Quality System standard or specifications. The Supplier shall establish and maintain a clearly-documented, quality system that provides means of ensuring that products conform to specified requirements. This system shall control the issue of drawings, specifications, procedures, etc. Provision shall be made for the control of obsolete copies and their subsequent archiving and disposition.

Quality Records

Records Control

The Supplier shall maintain a documented procedure for record creation, change (handwritten or other), completion and control of Quality records in accordance with the applicable Quality System standard (e.g. – ISO9001, AS/EN9100).

Records

Records and documents must be provided in English. This includes any correspondence, test reports, inspection results, certificates of compliance, return material authorizations, deviations, requests for changes, and any record intended to communicate information.

Electronic Records

Records may be maintained in an electronic format such as PDFs or in databases as long as appropriate approval signatures are maintained. Data maintained in databases shall be appropriately validated where required per quality standards.

Records Retention

Record retention schedules can vary greatly by industry. All Binks Suppliers must have a robust process for maintaining records consistent with the requirements of the products they deliver and the industries they serve. In some cases, it is a requirement to maintain records indefinitely. Prior to discarding, transferring to another organization, or destroying such records, the Supplier shall notify Binks in writing and give Binks the opportunity to take possession of the records. These requirements are applicable to records generated by the Supplier's sub-tier sources. The Supplier shall provide Binks, its Customers, and regulatory authority access to all applicable records. Applicable records include, but not limited to, test reports, calibration records, production records, and sub-tier supplier certificates of conformance.

Management Responsibility

The Supplier shall make known a person to Binks who will have the necessary authority to assume responsibility for product quality. It is expected that the named person will provide evidence of the Supplier's commitment to the development and implementation of the Quality Management System and the continued improvement of its effectiveness.



From start to finish we have you covered.

Supplier Assessment /Qualifications

Resource Management

The Supplier shall determine and provide the resources needed to maintain the Quality System and continually improve its effectiveness and enhance Customer satisfaction by meeting Binks requirements. Personnel performing work affecting product quality shall be competent on the basis of appropriate education, training, skills, and experience. They should be aware of the organization's quality policy and objectives, understand their contribution to product conformity, safety, and the importance of ethical behavior.

The Supplier shall determine, provide, and maintain the infrastructure needed to achieve conformity to product requirements.

Product Realization

Customer-Related Processes (Contract Review)

Orders or contracts shall be formally reviewed to ensure that the Supplier has the technical and logistical capabilities to meet Binks's requirements, including, without limitation, those in this Handbook. Any discrepancies or queries shall be resolved before the order or contract is accepted.

Design & Development

If design activities are undertaken for Binks by the Supplier, design inputs and outputs shall be adequately specified (e.g. by specifications). All such work product shall be exclusively owned by Binks. Formal documented reviews shall be held at appropriate stages of design. Designs shall be checked by verification (theoretical check) and validation (practical check). All design changes shall be documented and approved by Binks engineering personnel before implementation.

Purchasing

The Supplier shall not sub-contract any work awarded by Binks without the prior written approval from Binks. The Supplier shall maintain records of lot code traceability throughout the product life. The Supplier shall establish and implement activities to ensure that purchased material is conforming to all applicable requirements.

Supplier Sub-Tier Control

The Supplier shall ensure that subcontractors/sub-tier suppliers are evaluated and selected on their ability to meet specified requirements. A list of approved subcontractors/sub-tier suppliers shall be maintained. Purchasing documents shall clearly describe the relevant drawings and specifications, including issue status and

the quality requirements to be applied. Suppliers shall bear all responsibility and maintain control over subsequent processes done at a sub-tier.

Product & Service Provision

Manufacturing processes shall be defined by documented procedures. Value Stream Maps or similar should be used to describe approved manufacturing processes. Criteria for quality shall be defined in a clear and practical manner. Where processes cannot be verified by subsequent inspection or testing, such processes shall be performed by qualified operators or have suitable process control parameters established.

Control Plan

The Supplier shall maintain a written summary description of the system used to minimize process and product variation and to control parts and processes. A multi-functional team shall develop the Control Plan by utilizing all the available information such as:

- Manufacturing flow chart and Supply Chain flow chart
- Product risk analysis (DFMEA) and process risk analysis (PFMEA)
- Product and process key characteristics
- Lessons learned, team's knowledge
- Testing and inspection strategy
- Optimization methodologies (e.g., quality function deployment, design of experiment)

The Control Plan Form shall contain the list of actions (e.g. measurements, controls, tests, inspections) that are required at each phase of the process including, without limitation, receiving, in process, outgoing requirements to assure that all process outputs will be in a state of control.

For each action, the Control Plan shall also include the following information (or document reference):

- Product/process specification tolerance
- Evaluation/measurement technique
- Sample size and frequency
- Control method (e.g. inspection gate ref. No., SPC Chart ref No.)
- Reaction plan which describes the activities performed in case of Out of Control (Out of Control Action Plan)

The Control Plan shall be continuously updated to reflect the current system.

From start to finish we have you covered.

Supplier Assessment /Qualifications

Special Processes

Any processes for production and service provision where the resulting output cannot be verified by subsequent monitoring or measurement and, as a consequence, deficiencies become apparent only after the product is in use or the service has been delivered, will be managed in an appropriate manner.

All special processes completed in support of Binks Purchase Orders must be performed by organizations holding applicable NADCAP approvals. Any deviations to this requirement must be referred to Binks Quality Management prior to commencement of work.

Special processes include:

- Non-Destructive Testing (NDT)
- Heat Treatment (HT)
- Coatings Including Painting (CT)
- Chemical Processing (CP)
- Welding (WLD)
- Non-Conventional Machining & Surface Enhancement (NMSE), e.g. shot peening (SE)

Binks reserves the right to refuse the approval/use of any Special Process Company at any time based on unacceptable Quality, Cost or Delivery performances, or specific Customer instruction.

Control of Monitoring & Measuring Devices

All measuring and test equipment used to demonstrate conformance of products shall be calibrated with reference to international and national standards or other Binks approved standards. Such equipment shall be clearly marked with identification of its calibration status, including expiry date. Records of calibrated equipment shall be maintained. When equipment is found to be out of calibration, actions shall be taken to identify any affected products, including products already dispatched.

Tooling & Fixtures

The Supplier shall establish and maintain tools, tooling, equipment, and fixtures via a preventive maintenance program. The program shall include accommodations for Customer-owned items to ensure they are properly maintained, calibrated, and remain in good working order.

The Supplier shall also establish and maintain procedures for implementing new tools, tooling, equipment, and fixtures to ensure the items are properly installed and validated.

Foreign Object Debris (FOD)

The Supplier shall develop and maintain a Foreign Object Debris (FOD) prevention program to identify and eliminate foreign object entrapment areas and paths through which foreign objects may migrate and cause product failure.

The FOD program will include design, manufacturing, and process controls to prevent FOD in deliverable items. The Supplier shall include periodic self-assessment of internal FOD prevention practices to measure effectiveness.

Delivered materials must be clean and free from any material/debris, such as machined chips, burrs, grinding dust, forming materials, corrosion, oil, and other foreign material on surfaces to prevent FOD entrapment. The Supplier shall be responsible for all product cleanliness which includes all packaging materials (including internal packaging and returnable dunnage if applicable) for such components. The Supplier should have special emphasis controls in place appropriate for the manufacturing environments.

Electro Static Discharge (ESD) controls will be implemented where and as applicable to ensure products are protected at all times. This is to include ESD workspaces, packaging materials and handling processes of ESD sensitive parts.

Purchase Order Schedule Changes

Periodically, Purchase Orders (POs) may be required to be expedited or deferred by Binks. All Suppliers are required to assist with the re-scheduling of these orders as needed by Binks. Each individual case may be subject to review based on the Supplier's ability to perform, but a quick response with information (within 24 hours) is expected unless otherwise stated and/or agreed upon.



From start to finish we have you covered.

Quality Management Requirements

Monitoring & Measurement of Product

The Supplier shall monitor and measure the characteristics of the product to verify that the product requirements have been met. This shall be carried out at appropriate stages of the product realization process in accordance with the planned arrangements. The Supplier shall utilize Measure System Analysis (MSA) practices to ensure monitoring process are appropriate and adequate for the application.

Ship to Stock/Certified Supplier Program

Binks defines a Certified Supplier as one who is found to supply material of such quality that it is not necessary to perform routine testing on each lot received. Materials or services may be received directly into stock, with only the agreed upon Supplier-prepared certification documents accompanying each shipment, and reviewed by appropriate Binks personnel. Certified Suppliers will be viewed as strategic to the continued growth and success of Binks.

Binks seeks to certify Suppliers on the basis of sound business and quality practices consistent with our own. Suppliers selected to participate in Binks Ship to Stock or Certified Supplier Programs will be notified by the Quality Department and will undergo strict qualification process.

Supplier First Article Inspection (FAI)

FAI shall be performed in accordance with the requirements of AS9102 (Aerospace FAI Requirement) as per the revision level established at time of Purchase Order issuance. FAI shall be performed prior to product acceptance and/or shipment to Binks. Note: FAI requirements vary by industry. Some sites may have different requirements (e.g. medical ISO13485).

The Supplier system shall provide a process for the inspection, verification, and documentation of a representative item from the first production run of a new part, or any subsequent change that invalidates the previous FAI result. Without limiting the foregoing, prior to the first production order for a new Product, Supplier shall provide five samples for Binks's review and approval to ensure that the Product fully complies with any specifications (whether such specifications are provided by Binks or Supplier). A new inspection report shall be resubmitted for approval by Binks and the FAI report must be submitted to Binks with the first shipment of the impacted product.

Control of Non-Conforming Product

The Supplier and its sub-tier supplier(s) shall have an established procedure for Binks's advance notification of delivered non-conforming products and make all necessary arrangements for immediate containment and product recall if necessary.

The advance notification shall, by the Supplier and/or its sub-tier supplier(s), happen immediately upon discovery of the non-conformity.

The advance notification shall include details of product information, nature of non-conformity, manufacturing date, lot and part traceability information to the point of origin, containment plan, and actions in all locations and in route.

The Supplier agrees to bear all costs associated with the non-conforming products including but not limited to: rework cost, recall cost, non-conforming material cost, and any and all other costs and expenses, of any nature, that Binks may encounter or incur due to the non-conforming products.

Material Review Board (MRB) disposition authority is not delegated to the Supplier.

Purchase Order On-Time Delivery

Binks expects Suppliers to deliver the right product at the right time in the right quantity in the right packaging using the right carrier as specified by the Purchase Order. We expect 100% on-time delivery of correct quantities with correct shipping documentation. On-time delivery (OTD) is defined as three (3) days early to zero (0) days late, or as otherwise agreed by Binks in writing. If a Supplier is unable to meet a delivery commitment, Binks reserves the right to utilize premium freight and/or labor to meet commitments to its Customers and charge the Supplier for the additional costs incurred.

From start to finish we have you covered.

Quality Management Requirements

Product Process Change Notification

If the Supplier would like to initiate a change, the request should be made in writing and not implemented until written approval is given by Binks. This applies, but is not limited to, the following cases:

- Transferring of the production line (partial or total) to a new or existing plant or building in the same or other country
- Changing a sub-tier supplier that provides raw material, components, sub-assemblies, or outside processes such as surface treatment, machining, paint shop, warehousing, etc.
- New production layout or new/different equipment
- Packaging changes or repackaging operations
- Renewal of current tooling
- Change of raw material
- Permanently outsourcing part of the production to a sub-tier supplier
- Request for product design changes such as dimensions, functions, appearance

Non-Conforming Material Reports (NCR)

If Binks receives non-conforming materials from the Supplier, discovers product field failures, malfunctioning products, or requests from Binks's Customer(s), Binks may request that the Supplier conduct a formal investigation and provide failure analysis reports with objective evidence to identify the root cause(s) of the non-conformities.

The primary purpose of an NCR is for the Supplier to provide an effective immediate containment of the non-conforming product. The Supplier shall provide Binks with a Return Material Authorization (RMA) or equivalent to return non-conforming materials. The RMA shall include all necessary information to return products to the Supplier.

The RMA should be provided within two (2) business days and credits issued within thirty (30) days for non-conforming materials. All return costs shall be paid by the Supplier.

Corrective Action Request (CAR)

When deemed necessary by Binks, the Supplier shall provide a Corrective Action Request (CAR) (also referred to as Supplier Corrective Action Request (SCAR) or Corrective and Preventive Action (CAPA)) with verifiable documents that include implementation and target dates, for non-conformities reported by Binks.

Corrective Action Request (CAR)

- Detailed Description
- Containment Actions
- Immediate
- Root Cause Analysis
- Corrective Action Measure
- Preventive Action
- Verification of Preventative Actions Techniques

Per the request of Binks, the Supplier shall take immediate action to implement and document the following requirements on the report:

- Detailed description of non-conformity
- Actions taken to assure 100% containment of suspect parts/products/raw materials at all locations and in-transit
- Immediate recovery plan
- Root cause analysis of non-conformities/determination of failure modes
- Corrective action measures
- Preventive action plans to prevent reoccurrence
- Verification method(s)/technique(s) to confirm effectiveness of corrective and preventive action(s)

Product(s) rejected by Binks and resubmitted by the Supplier shall be clearly identified as re-submitted product(s) and must also be documented on the Supplier's shipping documents that product(s) delivered are either "replacement" or "reworked" product(s).

The Supplier's documents shall include reference to Binks's rejection document number and the Supplier's copy of corrective and preventive action report as applicable.



From start to finish we have you covered.

Quality Management Requirements

Expectations/Chargeback

To protect Binks and prevent further defective materials from leaving the Supplier facility, it is imperative that the Supplier takes immediate action and initiates containment. The Supplier is responsible for both containing nonconforming material at its location, as well as material in-transit, at sub-tier suppliers, or other lots already delivered to Binks.

If the Supplier fails to initiate immediate action and containment or it is determined to be ineffective, Binks may use a third-party service at the Supplier's expense.

If the Supplier suspects non-conforming parts have been shipped to Binks or finds non-conforming parts within the Supplier's finished goods inventory, the Supplier shall immediately notify Binks of the problem. Binks will look positively on a Supplier that takes the initiative to inform Binks about a potential defect.

If there is an issue found at Binks, the Supplier shall confirm the receipt of the CAR request by telephone or mail within one (1) business day. Quicker response may be required based on the severity of the situation. Binks expects the Supplier to define, implement, document, and communicate the containment actions to Binks within two (2) business days. Within two (2) weeks, the final determined root cause and preliminary preventative and corrective actions must be communicated by the Supplier to Binks. After thirty (30) days, the preventative and corrective actions must be in place by Supplier to prevent a reoccurrence at Binks.

In some situations, Binks may decide to visit the Supplier or subcontractor in order to participate in the root-cause analysis. Binks reserves the right to utilize on-site (or 3rd party) staffing for sorting and containment in order to meet production demands or Customer service. Any Binks labor utilized in containment activities will be charged to and paid by the Supplier at a negotiated rate. Lost production time due to non-conforming supplied products will be documented and charged to and paid by Supplier at the current shop rate. In addition, any premium freight incurred to meet Customer demands will be charged to and paid by the Supplier at the invoiced amount.

Binks monitors Supplier-caused disruption costs to Binks and its Customers. All costs and expenses paid or incurred by Binks, its Customers, and/or its representatives that are associated with Supplier-caused disruptions will be promptly paid by the Supplier. Typically, these costs could arise from:

- a. Non-conforming products or materials
- b. Warranty issues
- c. Line stoppages at Binks or its Customers due to Supplier's issues
- d. Supplier Quality Improvement work beyond normal planned activity
- e. Scrap incurred at downstream operations due to defective products or material

Corrective/Preventive Action Request (CAPA, CAR, SCAR) Extensions

The Supplier shall take all efforts to fulfill the corrective action requirements including meeting all action dates and providing objective evidence. If the Supplier is unable to fulfill the SCAR requirements, the Supplier may contact a Binks

Supplier Quality Representative to request an extension. The Supplier shall formally request the extension at least five (5) business days before the SCAR is due. Extensions are reviewed and approved by Binks Quality Department on a case-by-case basis. A reasonable explanation shall be provided by the Supplier with extension requests. Failure to meet SCAR due dates and/or requesting an extension prior to the assigned due date may result in a negative impact on the Supplier's quality rating which may potentially lead to disqualification of the Supplier.

Verification of Corrective Actions

Binks Quality Department reserves the right to request objective evidence that the SCAR has been effectively implemented. If deemed necessary, Binks may conduct a Supplier Audit or Surveillance to verify the effectiveness of submitted SCARs.

From start to finish we have you covered.

Quality Management Requirements

Continuous Improvement

The Supplier shall demonstrate a top management commitment to continuous improvement. A comprehensive philosophy of continuous improvement must be identifiable throughout the entire Supplier organization. Suppliers must endeavor to make continuous improvements to the quality, deliveries, schedules, and prices to both parties' benefit. The philosophy of continuous improvement should be extended to all business processes. Specified plans must be drawn up for those processes that are considered important. Binks encourages the Supplier to work on:

- Error proofing techniques (POKA – YOKE)
- TPM (Total Productive Maintenance)
- Six Sigma
- The "Five S" philosophy
- Lean manufacturing
- Visual management systems
- SPC (Statistical Process Control)
- Electronic Integration

Development

Suppliers are expected to provide Binks with exceptional quality, delivery, cost, and capability to enable Binks to meet its business goals and those of its Customers and stakeholders. Action will be taken to improve or remove poor performers and to better utilize Suppliers that excel.

Process Risk Analysis

It is expected that the Supplier has a defined procedure describing the systematic approach used to perform risk analysis and formalize the mental discipline to list and quote all risks. Actions should be taken to eliminate, control, or reduce identified risks.

Key Characteristic Monitoring

Suppliers may be asked to participate in a Key Characteristic Monitoring Program. In these situations, Suppliers will be expected to provide Binks periodic statistical process capability data. The Cpk/Ppk values will be reviewed against performance expectations to ensure process control methods are effective.

Pricing

All pricing from a Supplier is considered firm for an indefinite period or as otherwise agreed by Binks (in writing). Binks expects continual pricing improvement and for the Supplier to maintain and/or reduce pricing to benefit both Binks and the Supplier. If adjustments are identified by a Supplier that result in an increase in price, Binks requires ninety (90) days written notice of request for price adjustment and a presentation by the Supplier specifically expressing the need for the change to include suggestions for offsetting or absorbing the change, unless otherwise determined by the contractual agreement. All requests for price increases need to be submitted to the Binks corporate office and the decision to increase the price will be at Binks's sole discretion. Adjustments that result in a price reduction must be reviewed by Binks before any changes are made. Completion of the above increase or reduction procedure does not constitute acceptance by Binks. However, Binks will gain the ability to review the situation and identify alternative items to aid cost control by Binks and its Suppliers.

The Supplier should work collaboratively with Binks to develop products and services that allow both parties to continually reduce costs each year. Savings are defined as efforts that result in changes to product design, manufacturing processes, packaging, shipping, inventory management, and any and/or all direct and indirect costs that ultimately lower our mutual costs.





From start to finish we have you covered.

Shipping Management Requirements

Packing Slip

The Supplier shall provide a packing sheet or attachments for each separate shipment with the following minimum requirements:

- Supplier company name and address

Note: The manufacturing/shipping address that has been surveyed and approved by Binks for the Supplier code listed on the Purchase Order must be noted on the packing slip or certification.

- Purchase Order number, line item(s), and part number(s)
- Binks dispositioned non-conformance document number(s); if applicable
- Evidence of Binks and/or Government Source Inspection acceptance when applicable

Certificate of Conformance

The Supplier is responsible for ensuring that Binks receives 100% defect-free products (including, without limitation, to the correct print revision level) by the specified delivery date and is liable for any and all costs incurred by Binks and its Customers due to nonconforming product, late shipments, or incorrect materials. Unless the PO specifically notes otherwise, the Supplier shall provide a Certificate of Conformance (C of C) written in English, assuring that all work performed in connection with the Purchase Order conforms to requirements therein and in the contract. The C of C may be a separate document or included on the packing sheet with the following content:

- Statement of Confirmation
- Authorized representative's approval via a signature, printed name and title, date OR controlled inspection stamp and date
- Company name, address and phone number of the Supplier
- Unique Purchase Order number
- Part number (Binks's) and manufacturer's part number as listed on PO
- Drawing number and revision as listed on PO
- BOM or parts list revision
- A lot, run, batch, date code, or serial number for the product

- Distributors shall attach original manufacturer's Certificate of Conformance with their own Certificate of Conformance
- In the event of shipping multiple lot codes of the same part number, each lot code and the corresponding quantity must be stated on the C of C

Packaging Requirements

Binks Sustainability programs require all Suppliers to adopt processes that minimize impact on the environment, including their packaging processes. Binks expects all Suppliers to use returnable/reusable containers, recyclable/eco-friendly materials, and minimal packaging.

Binks and the Supplier shall agree upon the packaging, labeling, and shipping requirements. Suppliers providing products on a global scale shall work with the receiving location to ensure the packaging is sufficiently robust to withstand shipment by sea and arrive on time, without damage.

In the absence of specific packaging requirements from Binks (in writing) the Supplier shall control packing, packaging, and marking processes to the extent necessary to ensure conformity with, at a minimum, industry requirements.

Products shipped on a skid must be fixed in a manner that will not allow shifting or damage during shipment. Cartons must be of sufficient strength to assure that component quality will not be affected during shipment or storage. Bulk containers must have sufficient strength to assure that the quality of the contents will not be affected during shipment or storage. The top of every bulk container must be covered (lid, cardboard pad, shrink wrap, etc.) to protect contents. Products found damaged upon receipt, while still on the carrier, will not be accepted by Binks. The Supplier will be notified of the return so that immediate corrective action can be taken to ensure that supply is not interrupted.

From start to finish we have you covered.

Shipping Management Requirements

Labeling Requirements

Container labels and packing slips should include at a minimum: Binks part number, engineering revision level, quantity, Purchase Order number and line item(s), and product deviation number (if applicable). Some Binks sites require the key information on the label to be both barcode and human-readable.

Test Reports

Depending on the materials provided and/or end-Customer requirements, Binks may require additional test report documentation be provided with each shipment. These requirements will be communicated in advance to Suppliers.

Suppliers of Age-Sensitive Materials

The Supplier shall provide original manufacturing/cure date, and lot number(s), and the shelf life expiration date (if indefinite or unlimited, so state). The Supplier shall physically identify the shelf-life expiration date on the deliverable product or the unit packaging according to the applicable standard. In addition, the Supplier shall forward any special storage/handling instructions to Binks. The Supplier is responsible for determining if an acceptance test report submittal is required in accordance with applicable material specification. Date-sensitive materials must have at least 85% of their active life remaining at the time of shipping to Binks unless otherwise agreed to in advance by Binks.

Import/Export Compliance Documents

Export Classification

All items must identify the export classification with either the Commerce Control List—CCL (EAR) or ITAR classification. The Commerce Control List can be found in Supplement No. 1 to part 774 of the EAR. It is divided into ten (10) Categories (Nuclear Materials, Chemicals, Material Processing, Electronics, Computers, Telecommunications and Information Security, Sensors and Lasers, Navigation and Avionics, Marine, and Space Vehicles) and lists the items under the export control jurisdiction of the Bureau of Industry and Security, U.S. Department of Commerce.

The International Traffic in Arms (ITAR) classification or the United States Munitions List is described in Part 121 of the ITAR. It is divided into 21 categories that include items such as firearms, ammunition, guided missiles, bombs, aircraft, protective personnel equipment, spacecraft, etc. Each category is further broken down into a paragraph that includes the actual article, but also any component specifically designed or modified for a defense article and its technical data.

Country of Origin

All items must list the Country of Origin and if requested, the Supplier will provide a Certificate of Origin that meets the requirements of the various Free Trade Agreements which the U.S. are signatories to.

Harmonized Systems Codes

All articles must list the Harmonized Tariff System (HTS) code (U.S.) or Schedule B: used for compiling export trade statistics. The HTS codes may be accessed at: <http://www.usitc.gov/tata/hts/index.htm>.



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