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## Vision Statement

Create value and integrated plastics solutions for our customers with integrity, efficiency, and a passion for service.

## Mission Statement

WILBERT plastic services are committed to providing superior value to our customers, through innovative solutions, operational execution, and utilizing the talents of all our associates.

## Quality Policy

WILBERT plastic services is committed to continual improvement and meeting or exceeding Customer and Stakeholder requirements.

## Environmental Policy

WILBERT plastic services is committed to the prevention of pollution and to the continual improvement of its Environmental Management System. Our commitment is to comply with all relevant Federal, State, and Local environmental guidelines and other requirements as they apply to our business. We shall set and review our environmental objectives and targets on a yearly as is and review this information at our yearly management review. We will continually strive to be a good corporate neighbor by managing our facility, operations, and products in an environmentally safe and clean condition.

## Codes of Conduct and Business Ethics

Please refer to the following posted on the WILBERT plastic services company website for the Berkshire Hathaway Ethics and Compliance document

## Welcome

Thank you for your valued partnership as a supplier to Wilbert plastic services. Wilbert is committed to being the leader in bringing innovative, high-quality plastic injection molded and thermoform components to multiple industries. Fulfilling that mission requires a collaborative effort with the supplier to achieve zero-defect product(s), on time, and at the best cost globally. The purpose of this Supplier Manual is to provide information and clarify expectations significant to a positive and

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rewarding business relationship. We strive for Excellence, Customer Satisfaction, and Continuous Improvement throughout the supply chain.

## Section 1: Supplier Partnership Agreement

WPS realizes that only by developing strong relationships with our suppliers and by linking customer expectations with supply chain fulfillment, will we be able to achieve the goal of exceeding the expectations of our internal and external customers.

### 1.1 Expectations of Suppliers

To establish a basis for these relationships the following guidelines were established for our suppliers:

- Embrace the concept of never-ending continual improvement and zero non-conformances in all aspects of the business.
- WPS suppliers agree to take full responsibility for problems when they occur because of defective material being supplied to WPS.
- Ship product 100% on-time and defect-free.
- Fully support WPS in our customer relationships.
- Fully comply with the requirements set forth.
- React with a sense of urgency when these expectations are not met. Take immediate steps to resolve deficiencies to prevent their recurrence within time allocated by the WPS.
- Proactively communicate with WPS, especially regarding all changes including but not limited to schedules and services.
- Any sub-supplier/contractor, material substitutions, process, and/or product changes must be approved in writing by WPS prior to change.
- Abide by all environmental laws and regulations
- Act in open and ethical manner and treat WPS with trust through all communications.
- Adhere to all Local State, and Federal laws as well as all applicable employment laws.
- Support cost reduction requests.
- Provide a safe work environment.
- Maintain confidentiality of all communication and information exchanges, including but not limited to prints, specifications, samples, and applications.

### 1.2 Supplier Selection

WPS evaluates and selects new (potential) suppliers based on their ability to meet the requirements of WPS by:

- Providing cost effective solutions.
- Superior defect free products.
- Expert knowledge of product and manufacturing processes.
- Provide responsive and proactive support.

- Be an industry environmental steward within their community.

WPS supply chain will maintain an Approved Supplier List. No production materials or services that have a high impact to product quality will be purchased from a supplier unless they are on the Approved Supplier List. WPS determines the methods for assessment and how additions are made to the Approved Supplier List. An assessment can be performed by one or more of the following:

- Submission of an ISO 9001 and/or IATF 16949 certification.
- Successful completion of a WPS quality survey.
- Successful onsite audit of a suppliers' QMS by a WPS representative.
- Customer directed supplier (a supplier that is designated by the customer).
- Previously grandfathered based on history (prior to 12/31/09).
- Successful WPS pre-award survey.

To become an approved supplier the supplier must exhibit proof of a functioning Quality Management System (QMS) that gives the assurance of a commitment to quality and to continual improvement. The supplier's Quality Manual (policies and procedures) shall be available for WPS to review upon request.

### 1.3 Price, Terms and Conditions

Any increases to the prices will be effective 30 days after the effective date of the increase and the date written notice is provided to WPS. The supplier agrees to provide WPS full price lists at least 30 days prior to the effective date of a price increase pursuant to this agreement. The price increase will not be implemented until such time. Payment is per Purchase Order agreement with WPS.

### 1.4 Contingency Plan

WPS requires suppliers to establish contingency plans to prevent failure of the supplier to deliver product within the terms of the contract / purchase order / release in the event of an emergency such as utility interruptions, labor shortages, key equipment failure, and field returns. WPS reserves the right to review the supplier's contingency plan. If WPS and/or its customer's production are interrupted by the failure of the supplier to deliver scheduled product within agreed to terms, all costs and/or penalties that are incurred by WPS and/or our customers will be the sole responsibility of the supplier.

### 1.5 Ethical Behavior & Regulatory Compliance

WPS employees take pride in their work and are committed to acting ethically and in full compliance with all applicable laws and regulations and expect our suppliers to act in an equivalent manner. Suppliers are also expected to support regulatory compliance as follows:

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Hazardous Communication	To prepare WPS employees in the event of exposure, the supplier is expected to furnish a safety data sheet (SDS) for any chemical applied to the product(s) or packaging (rust preventative, lubricant, etc.). Information should also be provided about any substance in the product(s) or packaging that produces a questionable odor. All containers of hazardous product(s) must be clearly labeled. Hazardous chemicals are defined as any element, chemical compound, or mixture of elements and/or compounds that may pose a health or physical hazard.
Substances of Concern and Recycled Content	Global legal requirements and customer specifications necessitate the need for material substance disclosure via the International Material Data System (IMDS) for all automotive parts and raw materials that become part of the WPS saleable product or end item. IMDS reporting guidelines will be provided by the WPS Buyer or Quality representative.
Conflict and Extended Mineral Reporting	The supplier is required to notify WPS if supplied product(s) contain any of the following minerals (a) Cassiterite (the mineral from which Tin is extracted), (b) Columbite-tantalite (the mineral from which Tantalum is extracted), (c) Gold, or (d) Wolframite (the mineral from which Tungsten is extracted), and/or (e) Cobalt, (f) Mica sourced from Conflict-Affected and High-Risk Areas (CAHRA).
State of California Proposition 65	The supplier is responsible to inform WPS of any product(s) that are labeled with a Proposition 65 warning or could potentially expose WPS customers to any of the chemicals on California’s Proposition 65 chemical list.
European Union (EU) Requirements (REACH, RoHS)	The supplier is expected to comply with the EU’s Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) and Restriction of Hazardous Substances (RoHS) requirements and notify WPS if product(s) exceed REACH substance limits.
TSCA PFAS, PBT	The supplier is expected to comply with the Toxic Substances Control Act (TSCA), as administered by the U.S. EPA.
International Plant Protection Convention (ISPM 15)	To reduce the spread of invasive insects, suppliers shipping from outside the United States must comply with the International Standard for Phytosanitary Measures (ISPM) No. 15 for wood packaging materials.

**\*\*\*Timely responses to all Regulatory Compliance declaration requests are critical to maintaining and meeting WPS and OEM requirements.**

## 1.6 Confidentiality

Suppliers shall not disclose to others or use for its own purposes any trade secrets, confidential information, knowledge, designs, data, skills, or any other information derived by doing business with WPS. All communications, documents, and specifications from WPS are considered confidential.

## Section 2: Supplier Quality Agreement

### 2.1 Non-Conformances

Discrepant Material Reports (DMR's) and Receiving Discrepancy Reports (RDR's) may be issued upon discovery of defective product quality or poor delivery quality because of, but not limited to line rejections, incorrect labeling, incorrect packaging, testing failures, failed inspection results, customer concerns, warranty and / or customer returns, receipt of obsolete material, missing documentation (such as packing lists and required material certifications), failure to meet delivery requirements (See section 3.1) or other failure modes. The non-conformance process is managed through the following procedure:

- Supplier will be notified of the concern through electronic mail, phone call or other similar process.
- All relevant containment actions must be initiated immediately and remain in place until corrective action has been reviewed and approved by the WPS procuring plant(s).
- Unless otherwise specified, initial response to the non-conformance must be completed within 24 hours of notification.
- Upon notification, the supplier shall initiate a Supplier Corrective Action Report (SCAR) and any other supporting documentation as directed by the WPS procuring plant(s). (See section 2.4)
- The initial SCAR, detailing root cause and corrective action plan must be submitted to the WPS procuring plant within 5 working days.
- An RMA for nonconforming material must be provided within 48 hours of the initial request. If a response is not provided by the supplier within 48 hours, the nonconforming material will be scrapped by the WPS procuring plant at the supplier's cost.
- Validation and closure will be determined by the WPS procuring plant with the intent of closing each CAR within 30 days. However, due to some circumstances this may be extended to permit implementation of true preventive actions to prevent recurrence.

### 2.2 DMRs and RDRs

DMR's and RDR's will be issued with associated administrative charges:

- Initial Occurrence \$100.00
- Repeat Occurrence \$250.00
- Second Repeat Occurrence \$500.00
- Subsequent Repeat Occurrences \$1,000.00

These charges are designed to ensure that CAR's are completed properly and effectively with focus on prevention of recurrence.

### 2.3 Supplier Chargeback Guidelines

Suppliers will be responsible for all validated costs for non-conformance issues, based on (but not limited to) the following criteria:

- Plant sort of supplier product on production line until certified stock arrives
- Production line shutdown
- Finished product sort and/or scrap of material

- Any material transfer of nonconforming supplier product
- Quality Department time for problem investigation
- Testing, if required
- Any sort / rework charges incurred by the Plant
- Related external and internal transportation expenses
- Any costs incurred by WPS for disruption of our customers
- Costs associated with the disposition / return of unapproved or unauthorized material sent by the supplier
- Costs related to unauthorized deviations
- Costs incurred by WPS associated with customer recalls or product failures, caused by supplier non-conformance.
- Travel costs to and from customer locations to assist in resolution of the reported concern as well as any supplier on-site evaluations or assessments deemed necessary to validate corrective and preventive action measures implemented.

These costs are charged to suppliers specifically to offset costs incurred by WPS and will vary according to the plant and specific issue involved. Standard hourly rates for sort, rework, and material handling in the plant will be charged at a rate of **\$30.00** per hour per person. The supplier will be given the opportunity to provide personnel to sort and or rework nonconforming material at the appropriate WPS procuring plant depending on space availability and the need for material. The supplier may also use third party assistance but will require the approval the WPS procuring plant Quality Manager. Time will be charged for any safety or regulatory training required before such personnel can enter production areas. It is the supplier's responsibility to confirm all PPE requirements with the PWS procuring plant before sending personnel into the plant. Any idle machine time will be based on the quoted hourly rate of the machine(s) impacted. This will vary based on machine and how each WPS procuring plant operates.

## 2.4 Corrective Actions

If a non-conformance is detected at WPS, product will be quarantined and dispositioned. After the review and disposition of the product, a formal Supplier Corrective Action Report, (SCAR) may be issued through the WPS Quality Assurance department. The following actions must be implemented in response to a SCAR:

- Implement immediate containment on all affected product and communicate containment details to Wilbert within 24 hours of receiving the notification of a non-conformance.
- Certify shipments as conforming product. Shipments must be clearly identified as certified using labels or placards.
- All shipments must be certified from the time of notification to the time that corrective action is determined to be effective.
- If product is to be reworked to make it conform, a written rework plan must be approved by Wilbert. Samples may be necessary at the discretion of the Wilbert quality contact.
- SCARs must address both why the product was made and why the product was shipped and should follow the 8D methodology. The supplier's form may be used for the response at the discretion of the Wilbert quality contact.
- Mistake proofing must be considered on all SCARs and applied whenever feasible. Where mistake proofing is not feasible, effective preventive actions must be implemented to prevent recurrence.
- Upon receipt of the SCAR the supplier is responsible for formally responding to all elements of the SCAR within a 30-day period unless otherwise negotiated through the WPS issuing Quality Assurance department

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- Proof of implementation and effectiveness of the corrective and preventive actions must be supplied before the SCAR can be closed.

Note: Return authorization requests are to be provided within 48 hours of the initial request. If a response is not provided by the supplier within the 48-hour period, the non-conforming material may be scrapped by WPS at the suppliers' cost.

## 2.5 Certifications and Color

Certification of compliance is required for all plastic sheet, resin, hardware/components, paint, and outside process. The specific requirements are indicated in the following matrix. Additional certificates of compliance and/or analysis may be requested on an as needed basis through the WPS Supply Chain or Quality Assurance department. With respect to resin suppliers, a sample batch of material is to be provided prior to offload of bulk shipments to verify quality. Unless otherwise approved by the WPS Quality Assurance and Supply Chain departments, the required certification is to be provided at the time the ASN is sent.

<b>Requirements for Certificates of Compliance</b>				
<b>Requirements</b>	<b>Plastic Sheet</b>	<b>Resin</b>	<b>Hardware/ Components</b>	<b>Paint</b>
PO #	X	X	X	X
Part #	X	X	X	X
Revision level	X	N/A	X	X
Product Description	X	X	X	X
Quantity	X	X	X	X
Lot / Batch #	X	X	X	X
Date of manufacture	X	X	X	X
Moisture content (30-day warranty)	1	N/A	N/A	N/A
Thickness/ Gauge w Tolerance	X	N/A	N/A	N/A
Length x Width	X	N/A	N/A	N/A
Weight	X	N/A	N/A	N/A
Gloss	X	N/A	N/A	X
Squareness	X	N/A	N/A	N/A
Flatness	X	N/A	N/A	N/A
Orientation	X	N/A	N/A	N/A
Extrusion Direction	X	N/A	N/A	N/A
Impact Test	X	N/A	N/A	N/A
Max Regrind - %	X	N/A	N/A	N/A
Melt index	2	X	N/A	N/A
Color ( $\Delta E$ )	2	N/A	N/A	X
Statement of compliance to RoHs	X		X	
Statement of conformance	X	X	X	X

1– Where required by WPS for hydrosopic material  
 2- If required per WPS Extruded Sheet/Purchased Goods Specification, Color  $\Delta E$  not required for utility grade material  
 X – Required

### **Color**

The supplier shall provide a color and gloss match to the WPS supplied master color chip to obtain color approval prior to the first production order. For subsequent shipments, spectrophotometer readings shall be sent with each shipment as required by the WPS facility Quality Assurance department. Unless otherwise specified in writing, the L\*a\*b\* color space shall be used with standard tolerances of  $\Delta L \pm 0.75$ ,  $\Delta a \pm 0.5$ ,  $\Delta b \pm 0.5$ , and  $\Delta E \pm 1.0$ .

Note: Formed product is to have a maximum  $\Delta E$  of 1.5 after forming unless approved in writing through the Quality Assurance Manager of the WPS facility placing the PO.

## **2.6 Deviations**

If the supplier has an issue arise that causes their supplied parts to not meet WPS requirements, the supplier must submit a written deviation request to the using facility before parts needing deviation approval are shipped. The deviation request is to be submitted to the Materials Manager and Quality Manager for approval. The deviation must be signed by both managers and will be for a temporary period of time. If the deviation is to be permanent, then an ECN should be submitted. If the deviation is approved the plant Quality Manager will provide the supplier with the signed deviation and time frame the deviation is approved for. If the deviation is not approved, then the supplier must initiate immediate corrective action to include rework or containment to ensure WPS is protected from non-approved parts.

Note: The supplier may be required to submit a formal corrective action detailing the steps taken to correct and prevent the issue causing the deviation request.

## **2.7 Advanced Quality Planning (APQP) / PPAP**

Suppliers are expected to utilize a multidisciplinary team approach when preparing for production of a new product for WPS following the latest version of the AIAG APQP manual. Sample submissions, if required, will be requested through a purchase order. The purpose of initial samples is to confirm that all drawing and specification requirements are adhered to and that processes can produce the product to specification. The initial samples must be approved in writing prior to volume shipments of production products. Suppliers may be required to furnish a minimum of 3 representative samples from production with inspection test reports in advance of first production shipments under the following conditions:

- Initial submission
- Item form, fit, or function
- Engineering changes
- Composition of product
- Manufacturing processes
- Replacement or refurbished tooling
- Change in material or components
- Change in sub-contractor or material source
- Contract processing or testing
- Test methods
- Finished product labeling
- Site of Manufacturer
- Change in equipment or new equipment

**Note:** Safety Data Sheets, (SDS) are to be supplied where applicable or as requested.

For Automotive, Heavy Truck and select products as defined by WPS, the supplier will be required to utilize the process and forms referenced in the most current AIAG (Automotive Industry Action Group) manuals to demonstrate product and process conformance to product specifications. In such situations the supplier will be notified in writing and required to provide a level 3 PPAP, (Production Part Approval Process) submission for approval prior to shipment of production product.

The PPAP documentation is to include a dimensional study to demonstrate that a process capability for identified critical / key characteristics can achieve a Cp / Cpk of 1.67 or better. The supplier is expected to perform a capacity study and where required a Run @ Rate based on production requirements plus 10% increase in volume to ensure that their production output will meet the order requirements of WPS. WPS is to be notified of any potential problems / constraints. Samples being submitted are to be clearly identified with the following information:

- Name of the sample recipient
- Purchase Order No.
- Part Number
- Manufacturing Date or Lot #
- Quantity

## Section 3: Commercial Expectation

WPS expects the supplier to meet all requirements of the purchase order contract including quantity, on-time delivery, and compliance with quality requirements. If problems or delays occur, the supplier, at their expense, is expected to take every reasonable action to recover the supply of product(s) without interruption.

### 3.1 Purchase Orders, Blanket Purchase Orders, Release Schedules

Purchase orders will be created and emailed to all suppliers unless an alternative method has been agreed upon. Blanket Purchase Orders will be issued annually to suppliers of high-volume products and include PO number, item number/description, quantity, unit price, extended price, and special comments as required. Purchase orders will be created and supplied to all suppliers awarded business by Wilbert Plastic Services. The type of PO is based on estimated volume per year.

Small quantities and Thermoform sheet suppliers will receive Discrete POs.

- Will include PO, Part, Description, Ordered quantity, Unit Price, and Extended PO Price.
- Higher volume suppliers will receive Blanket POs with Release Schedules.
- Blanket POs will include PO, Part(s), Description(s), EAU (Estimated Annual Usage), and Unit price
  - EAU is an estimate volume and is not a commitment to purchase.
- Release schedules will provide Firm, Planning, and Forecast dates/quantities.

Release schedules detail:

**Material Authorization:** Authorization is the amount of financial commitment for released material Wilbert Plastic Services provides the supplier. In other words, it is how much material Wilbert Plastic Services will buy from the supplier if the part ends suddenly or builds out.

**Lead Time:** Production lead-time is the amount of time it takes to Fabricate and Deliver the product once in production. Target lead-time will reflect end customer lead time.

- For **Extended Material and Lead-Time Authorization**, complete the appropriate form and submit for approval to the WPS Corporate Buyer.
- WPS’s goal is to minimize the amount of obsolete material for the supplier as well as WPS. It is the supplier’s responsibility to work on continuous improvement activities to reduce the Material Authorization and Lead time for product.

**Firm:** based on agreed lead time. WPS will be liable for manufactured level parts.

**Planning:** Used by the supplier to plan and procure raw materials. WPS will be liable for material cost only.

**Forecast:** May be used by the supplier for planning purposes. WPS will not be liable for any part of the forecast quantities. Use as information only.

## 3.2 Order Acknowledgement

Purchase orders are expected to be acknowledged within two business days of order receipt as an indication of the supplier’s acceptance and intent to fulfill the order. Order fulfillment includes full conformance with all quality requirements, as well as meeting the price, delivery, quantity, and any other requirements of the order. Any exceptions to order requirements are expected to be communicated in the order acknowledgement and resolved prior to order acceptance.

## 3.3 On Time Delivery

The full order quantity is expected to arrive at the *Ship-To* location on the *Due* date as specified in the purchase order. The *Due* date is the expected date of arrival at the *Ship-To* location, not the date of departure from the Supplier’s facility. WPS measures supplier delivery performance and both late and early receipts of more than 3 days are treated as delivery issues.

## 3.4 Quantity

Product(s) is expected to be delivered in the quantity ordered. Quantity discrepancies should be brought to the attention of the WPS Buyer prior to shipment and the actual quantity supplied needs to be accurately reflected in the shipment documents. Overage up to 5% of the order quantity will typically be accepted for custom manufactured product(s) to account for variable fallout during production. Count discrepancies found after receipt will be submitted for credit.

## 3.5 Invoices/Accounts Payable

Invoices should be submitted by e-mail to [AP@wilbertinc.com](mailto:AP@wilbertinc.com)

## 3.6 Customs Documents

Certificates of Origin may be requested. Suppliers within North America will be responsible for providing the most current, valid, and appropriate certificates (USMCA – United States, Mexico, and Canada) Manufacturer’s Affidavits and other Free Trade Agreement documentation by part number and manufacturing site as requested by WPS.

### 3.7 Transportation/Logistics

Standard Incoterms for WPS are FCA Supplier Dock, unless otherwise negotiated. Routing instructions will be provided by WPS for all suppliers who ship under agreed upon WPS paid freight terms. All shipments shall be made by standard ground mode unless otherwise pre-authorized by WPS. Supplier will be responsible for scheduling freight to ensure on-time delivery by normal mode for requested and agreed upon date. Any premium freight costs and scheduling for late deliveries will be assumed by the supplier. Supplier is to ensure shipment does not contain unauthorized material or persons per the U.S. CTPAT and Mexico OEA minimum security requirements.

### 3.8 Identification, Packaging, and Traceability

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

<i>Supplier Name</i>	<i>WPS Part Number</i>	<i>Purchase Order No.</i>
<i>Part Name or Description</i>	<i>Manufacturing location</i>	<i>Unique Serial Number</i>
<i>Manufacturing Date or Lot #</i>	<i>Quantity</i>	

The packaging must be of adequate strength for the weight of the product and protect it from damage during transit and storage while maintaining the integrity of the product, including but not limited to:

- |                 |                      |             |                 |
|-----------------|----------------------|-------------|-----------------|
| <i>Moisture</i> | <i>Contamination</i> | <i>Warp</i> | <i>Crushing</i> |
|-----------------|----------------------|-------------|-----------------|

Suppliers shall establish and maintain a system to provide full traceability and identification for their final product, as well as through all stations of their production and delivery. All materials must be capable of being traced to the original material from which the product was produced.

Note: Any expendable container measuring 48" x 40" that cannot be stacked more than 1 unit high due to weight restrictions, Do Not Stack cones or labels will be required.  
 See *Wilbert Plastic Services Packaging Guidelines* for details.

### 3.9 Customer Supplied Material

WPS may supply material so the supplier for processing. The supplier is expected to count and inspect the material upon receipt and notify WPS of any quantity discrepancy, damage, or nonconforming condition prior to processing. Material control and identification should be maintained from receipt to shipment to avoid mixing product(s), especially during bulk processing. Product(s) should be returned to WPS adequately packaged and identified.

## Section 4: Supplier Development

For select suppliers, WPS will maintain a supplier rating system based on quality, delivery performance, and service. The Supplier Performance Scorecard may be provided at a minimum of once per year. WPS will be afforded the right to assist the supplier in development of their systems and/or processes when:

- The performance level of the supplier falls below an expected level
- The supplier requests assistance in the development of systems

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- Supplier requirements are not being met

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

## 4.1 Supplier Rating Matrix

### All Suppliers

<b>Rating</b>	<b>Quality PPM</b>	<b>Delivery PPM</b>	<b>Quote New Business</b>
Preferred	0 – 100	< 1,000	Preferred
Acceptable	101 – 750	1,001 – 2,500	Yes
Marginal	751 – 2,000	2,501 – 5,000	Yes
Unacceptable	> 2,000	> 5,000	Purchasing Manager discretion

## 4.2 Unacceptable Status

If a supplier receives a rating of “Unacceptable” the following actions may be initiated at the Purchasing or Quality Manager discretion:

- The supplier shall be required to develop a short-term corrective action plan to improve their scorecard rating.
- The supplier may be ineligible to quote new business across any of the WPS facilities.
- The customer may be notified of the suppliers’ rating as they have a vested interest in the quality and on time delivery of raw materials and/or components being supplied, specifically for Customer Directed Suppliers.
- An alternative supplier may be sourced.

## 4.3 Supplier Performance Review Meeting

Suppliers who do not meet the WPS performance expectations may be required to attend an onsite Supplier Performance Review meeting to identify the systemic/management issues that need to be addressed to provide effective closure to issues such as:

- Quality PPM Performance
- Delivery Performance
- Poor Responsiveness
- Corrective Action analysis/response
- Recurring Issues
- Rejected / Late PPAP Submissions

## 4.4 Continuous Improvement

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

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

Note: Supplier cost reduction goals will be established through the WPS Supply Chain on an annual basis.

All cost reduction activities put forth by the supplier are to be in writing and submitted through the Supply Chain department for internal review and approval. This will also ensure that the supplier receives credit for their cost reduction activities.

## Section 5: Supplier Code of Conduct

WPS is committed to maintaining the highest standards of integrity, ethics, and sustainability in our business and supply chains. In keeping with our cornerstone values of Trust and Ethics, WPS is committed to collaborating only with sub-contractors, vendors, service providers and business partners (collectively, “Suppliers”) who adhere to consistent standards and agree to conduct their business in accordance with these principles.

This Supplier Code applies to all individuals and businesses that provide product(s) or services to WPS and its subsidiaries, divisions, or affiliates.

As a WPS Supplier, compliance with all applicable laws and regulations in the countries and jurisdictions in which you operate are required according to the requirements set out in this Supplier Code, and your contractual obligations to us. The provisions of this Supplier Code are in addition to, and do not alter or replace, the provisions of any legal agreement or contract between the Supplier and WPS. Suppliers are expected to hold their supply chain, including subcontractors and third-party labor agencies, to standards equivalent to those contained in this Supplier Code.

If a breach of this Supplier Code occurs, WPS may, in its sole discretion, suspend related procurement, refuse, or return goods from the Supplier until appropriate corrective action is taken, and/or terminate its business relationship with the Supplier in addition to any other rights or remedies available.

### 5.1 Human Rights & Modern Slavery

WPS is committed to conducting business in a manner that respects and protects fundamental human rights as set out in the United Nations Universal Declaration of Human Rights. These include the right to life, liberty, and security; equal rights of people; the right to protection under the law and against discrimination, slavery, servitude, torture, or inhumane treatment; and freedom of speech, thought and religion. We take a zero-tolerance approach to modern slavery in all forms (including debt bondage, servitude, human trafficking and/or forced or

child labor) occurring anywhere within our supply chain. In keeping with these commitments, our Suppliers must uphold the following labor practices.

## 5.2 Forced Labor, Human Trafficking, & Child Labor

Suppliers must not use forced labor including, but not limited to, any form of involuntary prison labor, human trafficking, forced, bonded, indentured, or slave labor. The use of child labor in working for WPS is also prohibited. All Suppliers must be able to certify that materials in their product(s) have not been manufactured using or otherwise obtained from companies that use forced or child labor or participate in human trafficking. WPS expects its Suppliers to confirm the steps they are taking to ensure modern slavery and labor exploitation are not taking place in their business or supply chain.

## 5.3 Hiring & Employment Practices

Suppliers are expected to support and promote diversity in the workplace and provide equal opportunity for all qualified applicants. Suppliers must prohibit employment discrimination based on protected categories, including gender, age, ethnicity, nationality, religion, disability, or marital status. Suppliers must also comply with all local laws and regulations regarding a worker's legal right to work, including verifying work status through appropriate documentation.

## 5.4 Respect & No Harassment

Suppliers must ensure that the personal dignity, privacy, and rights of individuals in their workforce are respected. Suppliers must strive to create a workplace that prohibits any form of unethical treatment, threats of violence, or other forms of physical, mental, or sexual harassment.

## 5.5 Compensation & Working Hours

Suppliers are required to conduct their operations in ways that promote a humane and productive work environment. Suppliers must compensate employees fairly and follow all applicable local wage, leave and hour labor laws and regulations. Where applicable, Suppliers must adhere to agreed-upon collective bargaining agreements. Suppliers shall ensure that working hours, including overtime, do not exceed applicable legal requirements and that workers are allowed appropriate leave time.

## 5.6 Health, Safety, Environmental, Sustainability

At WPS, we place the highest priority on providing a safe workplace for our employees and operating in an environmentally sustainable and responsible manner. No consideration, deadline or job is more important than maintaining compliance with all applicable health, safety and environmental laws and standards. Our Suppliers are expected to share our commitment to these core priorities.

## 5.7 Health & Safety

Suppliers must provide a safe and healthy work environment for all employees and anyone else present at their locations. Suppliers should take proactive measures that support accident prevention and minimize health risk exposure. This includes implementation of appropriate systems and procedures to prevent, manage, track, and report occupational health and safety incidents. Suppliers should also ensure that all workers are sufficiently aware of health and safety risks and are appropriately trained in a language the worker can understand in relation to workplace hazards that they may be exposed to.

## 5.8 Environmental

Suppliers are expected to conduct their business in an environmentally responsible way that supports sustainable operations, minimizes their impact on natural resources and protects the environment. Suppliers must ensure that their operations comply with all applicable environmental laws and that all related permits, approvals, and registrations are current and maintained wherever in the world they are operating.

## 5.9 Sustainability

WPS is dedicated to promoting sustainable and profitable business practices throughout the supply chain, in collaboration with our customers and stakeholders. To effectively advance this mission, our suppliers are requested to provide us with sustainability data associated with the development, manufacturing, and sale of goods and services supplied to our company. By doing so, we aim to enhance transparency, mitigate environmental impact, and promote sustainability across our operations and value chain. Annual sustainability data may be requested for the following:

- Greenhouse Gas Emissions (scope 1, 2 and 3)
- Energy consumption (e.g., electricity, fuel water)
- Waste generation, recycling, and management
- Chemical usage and management
- Hazardous material handling and disposal
- Regulated substances (e.g., Conflict & Extended Minerals, REACH, RoHs, Prop 65, TSCA), if any, found in products
- Sustainability projects, statuses, and result

## 5.10 Restricted Materials/Substances List

Suppliers must maintain sufficient knowledge of input materials and components to ensure they are obtained from permissible sources, in compliance with laws and regulations. If mandated by applicable law, suppliers are expected to implement appropriate policies and procedures regarding conflict minerals and exercise due diligence with the sourcing of these minerals. Suppliers may be required to show evidence of compliance with these requirements.

## 5.11 Business Conduct & Integrity

Operating with integrity is part of who we are and our expectation of all those who collaborate with us. WPS is committed to maintaining the highest standards of honest and ethical behavior in its work. We act in compliance

with all applicable laws and regulations of the countries where we operate, both within the U.S. and abroad. Acting consistently with these requirements is a condition of selection as a supplier.

## 5.12 Compliance With Laws

Suppliers must adhere to all applicable laws and regulations in the countries and jurisdictions in which they operate. Suppliers must never seek to gain an advantage of any kind by acting fraudulently or dishonestly, making false claims, facilitating tax evasion or by allowing anybody else to do so on their behalf. Suppliers must comply with all anti-trust and other anti-competition laws.

Suppliers must comply with all applicable international trade and export control laws and regulations. In keeping with this commitment, while working with WPS, suppliers must not engage in any transactions or other business dealings, whether directly or indirectly, involving businesses or individuals located in countries that are subject of comprehensive sanctions embargoes imposed by the U.S. government, including Cuba, Iran, North Korea, Syria and the Crimea, Luhansk, and Donetsk Regions of the Ukraine. Trade and export restrictions are dynamic and subject to change. Suppliers are expected to maintain up to date compliance with the restrictions published by the relevant authorities in each country where they operate, including the U.S. Office of Foreign Asset Control and U.S. Bureau of Industry and Security. Suppliers must also maintain accurate financial books and business records in accordance with all applicable legal and regulatory requirements and accepted accounting practices.

## 5.13 Bribery & Corruption

Suppliers must refrain from involvement in all forms of corruption, extortion, embezzlement, bribery, and kickbacks. It is strictly prohibited to offer, give, or accept improper payments or anything else of value to obtain or retain business or to secure a business advantage, whether directly or indirectly via a third-party agent or intermediary. Suppliers must ensure that gifts or other business courtesies given to customers (including WPS employees), government officials, and any other party are appropriate in nature and in compliance with all applicable anti-corruption laws.

## 5.14 Conflict of Interest

Suppliers must avoid all ethical, legal, financial, or other personal relationships, activities and interests that could present a potential or actual conflict of interest. If a supplier has a relationship with any WPS employee that could represent a conflict of interest, this must be promptly disclosed.

## 5.15 Supply Chain Management

Suppliers must procure goods and services in a responsible manner and in compliance with this Supplier Code. Suppliers are expected to communicate our requirements throughout their supply chains by adopting processes, policies, procedures, and training to ensure compliance with all applicable laws and promote the standards and expectations set forth in this Supplier Code. This includes the following aspects:

## 5.16 Supply Chain Transparency & Right of Access

## WPS SUPPLIER QUALITY MANUAL – REV 11

To ensure and demonstrate compliance with this Supplier Code, transparency is paramount. Suppliers shall keep records of all relevant documentation in relation to work undertaken for WPS which may be reviewed to verify compliance with this Supplier Code upon reasonable requests.

### 5.17 Training & Competency

Suppliers are expected to communicate and enforce the principles of this Supplier Code to their supervisors, employees, and suppliers. This includes establishing appropriate training measures to allow managers and employees to gain an appropriate level of knowledge and understanding of this Supplier Code, the applicable laws and regulations, and generally recognized standards.

### 5.18 Speaking Up & Reporting Concerns

No matter your location or role, when you are working for or on behalf of WPS you are expected to conduct yourself according to this Supplier Code and to speak up if you see something that goes against the requirements set out within. We encourage you to raise any concerns via the WPS reporting channels. We have a zero-tolerance approach to retaliation against anyone for reporting a concern in good faith.

Reports of non-compliance or any related concerns should be made to your WPS business representative. All such reports will be treated confidentially and communicated on a need-to-know basis only.

We thank you for your cooperation and commitment to always adhering to this Supplier Code.

### Approval(s)

*Sarah J Bear*  
Purchasing Manager-TF

*Diego Salamanca*  
Purchasing Mgr-IM

*John Miller / Quality Manager*  
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