wakefield-vette	Supplier Quality Agreement	33 Bridge St ♦ Pelham, NH 03076 2910 Industrial Dr ♦ Raleigh, NC 27609 511 Progress St ♦ Withee, WI 54498

This Quality Agreement is made between

Wakefield-Vette
(Hereinafter called W-V)

And

A Supplier accepting a PO from W-V with this document referenced
(Hereinafter called Supplier)

This agreement defines the steps to be taken by a supplier when manufacturing and/or distributing a product for W-V to ensure compliance with quality management systems including, but not limited to ISO 9000 standards.

APPROVED BY:

FUNCTION	Date
Director of Quality	09/25/14
Director of Purchasing	09/25/14

REVISION HISTORY:

DATE	REVISION	DESCRIPTION OF CHANGE
	0	Initial release

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2. Scope of the Agreement

This Agreement shall apply to products or services that are supplied to W-V or it's sub-contractors.

3. Purpose

W-V supports the production of products and services in accordance with current good manufacturing practices and compliance with the regulatory requirements and international standards.

This Supplier Quality Agreement (SQA) serves to define and establish the obligations and responsibilities of the parties in relation to the quality assurance standards required for all products and services delivered by the supplier to W-V.

This agreement is a quality agreement and does not purport to be exhaustive in relation to legal and commercial issues covered under a separate agreement. This supplier quality agreement may be included as an attachment to the overriding commercial agreement or stand as a separate agreement with reference to the master agreement as applicable.

The agreement shall be made accessible to any relevant party, if requested and where appropriate

4. General Requirements

Supplier warrants the products and services provided by supplier at the time of delivery shall conform to the mutually agreed specifications, as set forth in the supplier purchase order. This includes conformance in all material and cosmetic respects to the appropriate and applicable specifications and requirements.

Supplier further warrants and guarantees that, as of the date of each shipment hereunder to W-V, or its designee product(s) shall be conforming.

The supplier shall implement and maintain throughout the term of this agreement, a quality system compliant with ISO 9000 standard.

The supplier is completely responsible for the quality related activities of their suppliers, sub-contractors, service providers, and/or material sources.

5. Manufacture

The supplier shall be responsible for assuring that the standards and operations of its facilities, equipment, personnel, personnel training, systems and procedures comply with a recognized quality system applicable to the supplied product (e.g. ISO).

The supplier shall manufacture the Product(s) only at the manufacturing site(s) already agreed upon With W-V and provide notification to W-V prior to any change of location.

Any non-conformance discovered by the Supplier on products in their control shall be documented using the supplier's method of non-conformance reporting.

Each Shipment must be accompanied by a Certificate of Conformance indicating compliance with all applicable specifications, drawings, and PO requirements.

Supplier shall perform a First Article Inspection in the following cases:

- First time the product is manufactured
- A change in the design of the product
- A change in manufacturing source, process, location of manufacture, tooling, or programming.

6. Quality Assurance and Quality Control

The supplier shall be responsible for the purchase; storage, testing and release of raw materials used in the manufacture of the product(s) and for ensuring suppliers for such materials comply with the current specifications and suppliers own control systems and procedures.

The supplied product(s) shall comply with (mutually agreed) specifications and shall be delivered in appropriate packages with labeling containing product(s) information, appropriate international hazard symbols and hazard and emergency instructions.

Supplier shall maintain a Calibration system. Inspection measuring and test equipment shall be controlled, calibrated, and maintained. Calibration shall be traceable to National or International standards.

7. Quality Data and Records

The retention time of the manufacturing quality records shall be not less than 7 years.

Material Certifications and FAI's submissions to W-V will be issued as per agreed specifications between W-V and the supplier (where applicable).

Batch documents will be kept by the supplier (manufacturing report, the test report, the test results of its raw materials, intermediate products and in-process-controls and other batch related quality assurance measures) (collectively the "Quality Records").

8. Access to Facility

In the case of an adverse event where a causal link is likely related to a supplier product or service, W-V and/or authorized representatives shall be provided without delay copies of the relevant quality records which are necessary to clarify the causation of the event and access to the premises of the supplier in which the products are manufactured and tested to obtain information on production processes, to determine status and to witness routine tests and to review relevant batch documentation related to the product(s) and the quality assurance system.

In all other cases, upon prior notice of W-V and with suppliers approval, W-V or its authorized representatives shall be provided access to the premises of the supplier, in which the product(s) are manufactured and tested to obtain information on production processes, to determine status and to witness routine tests and to review the relevant batch documentation related to the product(s) and the quality system.

9. Contract Manufacturers and Flow Down Requirements

In the event that the supplier is not the manufacturer of the products, in particular if the supplier is an agent, broker, trader, distributor, re-packager or re-labeler, supplier shall enforce the terms and conditions of this agreement on his sub-contractors and/or the manufacturer of the products. The supplier shall flow down provisions of the W-V Purchase Order to its suppliers.

10. Change Control Procedure

Supplier shall have a documented and effective change control system in place that will evaluate, document, and maintain traceability for all changes to product.

Supplier shall inform W-V of any changes involved in the manufacture of products or services prior to implementation of changes.

11. Complaint Handling

The supplier is responsible for recording and investigating all quality-related complaints.

The supplier shall ensure that adequate records in connection with the Manufacture of the Product(s) are kept.

The supplier will acknowledge the receipt of a Complaint within five (5) working days.

Within thirty (30) days of receipt of the Complaint, W-V will receive detailed information about the investigation of the Complaint.

A formal written report on the Complaint detailing identifiable root causes, and Corrective and Preventive Actions where applicable shall be prepared and sent to W-V.

12. Material Declaration and RoHS

The supplier is responsible for supplying a completed IPC 1752-2 form with all initial shipments of product(s). The supplier is responsible to submit an updated IPC 1752-2 form whenever there is a material/process change that effects material composition.

13. REACH and Conflict Minerals

The supplier is responsible for supplying product that is Conflict Mineral Free and absent of any chemicals of high concern as defined by the most current standard of REACH (Registration, Evaluation, Authorization and Restriction of Chemicals. (REACH) Reach Directive EC/1907-2006.

14. Counterfeit Parts

The supplier is responsible for supplying product(s) that contain no Counterfeit Parts. No other material, part, or component other than a new and authentic part is to be used without prior approval from W-V.

14. Confidentiality

The supplier and W-V understand and agree that any information of confidential nature provided to each other pursuant to this agreement shall be treated by the recipient in the strictest confidence. To the extent required by the competent authorities, the supplier may disclose such information to such authorities. Copies of any such disclosure shall be promptly sent to W-V.

The information in this Supplier Quality Agreement must be treated as strictly confidential.

15. Final Provision

This Agreement shall enter into force at the acceptance of the PO. Any modification or amendment of this agreement or waiver of any of the terms thereof requires written confirmation by both parties. This agreement will terminate when the supplier fulfills the PO or upon mutual agreement and by writing confirmation from the supplier and W-V.