



(ACRA UEN: 200908865H)
(ISO9001:2015 / D&B / ARIBA / ERAI)

Date: 20th June 2024

Supplier Code of Conduct and Quality Compliance Manual

1. PURPOSE AND SCOPE:

- 1.1) Advent Electronics International Pte Ltd, Singapore; hereinafter referred as ADVENT is committed to continuous quality improvement. We believe that only with a strong commitment to quality can continue to be a leader in today's competitive market. In support of this commitment, this manual establishes minimum quality requirements for all suppliers of goods and services to ADVENT. This includes products produced by the supplier directly or purchased through sub-tier suppliers for use in and redistribution by ADVENT.
- 1.2) This manual is a supplement to other requirements covered by ADVENT drawings, product datasheets and purchase and sales documents. This does not replace or alter any of the terms, conditions, drawings, and/or specification requirements stated in those documents.
- 1.3) Unless explicitly stated on a written purchase order (PO), all terms and conditions of this manual apply to all POs from ADVENT.
- 1.4) ADVENT reserves right to make changes to this document and requirements referenced herein.
- 1.5) Suppliers are responsible for ensuring that they are using the current version of this document.

2. REFERENCES:

- 2.1) **ISO9001:2015** – Quality Management System Requirements
- 2.2) **IECQ-CAP** - Counterfeit Avoidance Program. Counterfeit Detection, Mitigation and Disposition commitment.
- 2.3) **C of C** - Certificate of Conformance
- 2.4) **CAR** - Corrective Action Report
- 2.5) **FAR** – Failure and Analysis Report
- 2.6) **MSDS** – Material Safety Data Sheet
- 2.7) **LD** - Liquidated Demurrage: liquidated damages for delay beyond a stipulated or reasonable time.
- 2.8) **SCC-QC** - Supplier Code of Conduct and Quality Compliance
- 2.9) **P/L** – Packing List

3. PROCESS:

3.1) Order of Precedence

In the event of any inconsistency or conflict between the provisions of this document and other documents issued by ADVENT, the following order of precedence shall be followed:

- 1) Terms and conditions mentioned in the referred PO.
- 2) This SCC-QC Manual;

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- 4) Other documents referenced in the PO which apply to the PO as a whole or to a specific line item;
 - 5) Product specifications and data sheet or drawing attached to a PO or incorporated by reference as applicable.

3.2) **Quality System Requirements:**

3.2.1) ADVENT requires that all suppliers implement and maintain a quality management system (QMS) that is certified to ISO9001:2015 or follows any other appropriate QMS requirements. It is highly recommended supplier's quality management systems are certified by an appropriate certified registrar. Certified suppliers shall forward a copy of their quality management certification to their ADVENT buyer. Any modifications, such as a change of the certification registration body, certificate scope update, or certification withdrawal or disapproval shall also be communicated to ADVENT. Suppliers shall also notify ADVENT of a change in supplier name, facility relocation, leadership, ownership or adverse action taken by a government entity which impacts the supplier's ability to conform to ADVENT requirements. ADVENT reserves the right to determine if a supplier's QMS is inconsistent with its requirements.

3.2.2) Quality Planning

3.2.2.1) The supplier must have documented procedures in place that detail the methods and processes used to control product quality. These procedures may be consolidated into a single document as part of the company quality manual. Periodic reviews of procedures shall be conducted to update quality objectives and programs.

3.2.2.2) ADVENT may require control plans or product first articles that and validate specific details of the product being supplied and ensuring the quality of parts supplied. These documents shall be submitted on demand to it for review the same.

3.2.3) Supplier Organization and Personnel Qualifications

3.2.3.1) Individuals responsible for Quality Control within the organization shall be clearly defined and have authority to ensure product quality is maintained. These individuals may be defined in process or in organization charts.

3.2.3.2) The supplier organization shall be able to show documented evidence of training.

3.2.4) Record Retention

The supplier shall maintain appropriate records for product provided to ADVENT for a minimum of 10 years unless otherwise stated in the PO or other document of precedence. Records include, but are not limited to,

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production records, purchasing records, product and material delivery and training records.

3.2.5) Subcontracted Goods and Service

3.2.5.1) The supplier shall be responsible for assuring the products and services purchased conform to ADVENT requirements. The supplier shall maintain adequate records that include, but are not limited to:

- i. Evaluations of subcontracted suppliers
- ii. Flow down of requirements to subcontracted suppliers
- iii. Inspection Records pertaining to raw materials or products related to ADVENT PO's.
- iv. Traceability records on their behalf.
- v. Corrective Action Reports (CAR) relating to raw materials or products related to ADVENT PO's.

3.2.5.2) Suppliers shall not subcontract any work related to any given PO without notification and written confirmation from ADVENT.

3.2.5.3) Suppliers shall not place any internal shared documents with subcontractors without notification and written permission from ADVENT.

3.2.6) Counterfeit Materials

Suppliers providing Electrical, Electronic, and/or Electromechanical (EEE) products to ADVENT shall have a counterfeit materials policy in effect that is equivalent to requirements defined by the Industry Standard. Additional information or requirements may be flown down in the ADVENT Terms and Conditions or through its PO's

3.2.7) Regulated Materials

Supplier agrees that all materials supplied by them used in the manufacturing or redistribution by ADVENT shall satisfy all government, environmental and safety requirements applicable both to the country of manufacture and delivery. Supplier shall have a process to assure that these requirements are complied with for products made with in-house manufacturing processes and those used by subcontractors.

3.2.8) Supplier Ethics and Labor Standards

ADVENT is committed to conducting its business ethically and lawfully. ADVENT suppliers shall conduct business ethically and lawfully and in compliance with ADVENT's Code of Business Ethics defined in this SCC-QC and updated time to time. It is the supplier's responsibility to verify that they are in compliance with the current revision of this document.

3.2.9) Configuration Control

3.2.9.1) The supplier shall prepare, maintain, and implement a documentation control system that controls, manages, tracks, provides records of, and ensures

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the design and manufactured configuration of all deliverable assemblies supports its requirements and prevents unauthorized design changes of the purchased products.

3.2.9.2) The supplier shall ensure that approved changes are incorporated into the assemblies and recorded into the appropriate documents.

3.2.10) Notification of Change

3.2.10.1) Suppliers shall notify ADVENT in writing and receive written approval prior to making any change that impacts Fit, Form, and /or Function of purchased product. Supplier shall also notify ADVENT of any significant process change. These changes may include, but are not limited to: changes in manufacturing location, process, or purchasing of materials from new sources that could impact fit, form, and/or function.

3.2.10.2) It is requested that ADVENT is notified of these changes 30 days prior to implementation.

3.2.10.3) Any significant change in the ability of the supplier to provide product as per PO requirements (issues that will reduce product delivery capability by 25% or more) must be brought to the attention of Advent Purchasing immediately.

3.2.11) Outgoing Product Control

3.2.11.1) The supplier must verify that supplied product conforms to ADVENT PO and specification requirements. Verification can be demonstrated by any one or combination of the following.

1. Maintaining CoC and or in-process control records indicating parts were manufactured with capable process.
2. Maintaining original packing slip of the consignment in which clearly mentioned the exact MPN with suffix and prefix, Manufacturer Name, Lot-Code and Date-Code with Country of Origin and etc.
3. Final inhouse inspection report, or 3rd party testing and inspection with an appropriate and valid reports or statistically valid acceptance sampling plan etc.

3.2.11.2) Acceptance of product by any sampling plan does not relieve the supplier of the responsibility that all parts must meet specifications. CoC document P/L or records verifying acceptable outgoing product quality shall be available for review when requested by ADVENT. Electronics documentation records are to be included with and/or sent in advance of corresponding shipments.

3.2.12) Returned Material Analysis:

3.2.12.1) ADVENT may require either the end user or the supplier to perform analysis of failed material (FAR) and cause for it. Further such records shall

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be maintained identifying the failure cause and the corrective actions taken to prevent recurrence.

3.2.13) Product Identification, Protection and Preservation

3.2.13.1) Supplier must have an inventory control system that protects product from production through delivery. This includes stock rotation on a first in, first out (FIFO) basis. Obsolete material must be managed to prevent incorporation into current products.

3.2.13.2) The supplier must ensure the packing of the consignment provide the required (Anti-Static Moisture Sensitive Level as per JEDEC guidelines) controls for positive product identification. These controls shall ensure protection against damage, contamination and corrosion during storage, manufacturing, and shipment. When applicable, the system shall also include storage control provisions for product having a limited shelf life or special environmental requirements.

On receipt of materials from the supplier, ADVENT shall have the following rights to perform on such material:

1. Unbox and verification of exact quantities received.
2. Verification of packing standard and condition.
3. Notification of receipt of non-conforming material.
4. Segregation of conforming and non-conforming materials.
5. Return of non-conforming material as per the PO terms and conditions.

3.2.14) Packaging – Shipments

Unless specified in the PO, drawing, datasheet, specifications, MSDS and other relevant documents must be packaged following Standard Commercial Packaging practice, or any other equivalent methods to preclude damage during shipment, logistics, transit and at customs clearance verification.

3.2.15) Non-standard packaging detected at supplier location:

3.2.15.1) If any shipments of materials with suspected quality problems have been shipped, the supplier shall immediately notify ADVENT. The supplier shall immediately determine the extent of the problem and take prompt action to correct the condition and prevent shipment of any additional nonconforming material, and confiscation of material at the customs port.

3.2.15.2) The supplier shall be responsible for all costs incurred by ADVENT with sorting and/or reworking of suspect parts, as well as the freight and customs handling costs, and all other costs associated with their removal from the ADVENT facility.

3.2.15.3) Notifications to ADVENT by the supplier of a nonconforming condition and associated corrective action, or request for rework or deviation approval, shall be directed through the ADVENT buyer. Contacts by telephone are to be conformed in writing or through email. Pending specific

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instructions from ADVENT the supplier shall hold the product involved from further processing and shipment.

3.2.16) Nonconformance to requirements detected at Advent:

3.2.16.1) The ADVENT promptly notifies the supplier to arrange disposition when nonconformance is detected by ADVENT.

3.2.16.2) It is the responsibility of the supplier to incur the costs of returned shipments, sorting, and/or reworking nonconforming material received at ADVENT.

3.2.16.3) These costs can include material shipment handling, loading-unloading labor cost, and other contracted services. In the event of supplier cannot provide replacement material to support production requirements, ADVENT reserves the right to charge the supplier of 25% of the material cost under LD costs for nonconforming supplies.

3.2.17) Nonconformance detected through Warranty Claim

If a nonconforming supply found and resulted in warranty claims, the supplier may be asked to reimburse ADVENT for the associated cost incurred. Reimbursement could include costs of the product plus handling allowance, expedited shipping, labor and administrative costs incurred.

3.3) Initial Sample Requirements

ADVENT may require suppliers to furnish representative production samples with inspection and test reports. These requirements will be communicated with the supplier as a part of the PO, and/ or through email.

3.3.1) Unless otherwise instructed, the supplier shall provide ADVENT the requested quantity of representative sample parts that have been inspected for compliance with dimensional, functional and appearance requirements.

3.3.2) The supplier shall perform inspections and tests necessary to ensure that samples conform to specifications. This applies to any requirements specified or referenced drawings or purchase documents. All results shall be recorded and reported.

3.3.3) Initial samples submitted because of engineering, process, tooling changes, or resubmitted due to nonconformance, need only be inspected and tested for the characteristics affected, unless otherwise specified.

3.3.4) Suppliers who are unable to perform the necessary inspection and tests within their facilities are responsible for having these services performed by a reliable 3rd party appropriate source. The sources must be identified for all samples submitted.

3.4) Sample Identification and Shipping Instructions

3.4.1) Sample parts and reports to be packaged and shipped to ADVENT in a separate package addressed as specified. The package should be clearly marked "SAMPLE" and labeled with the PO details if any.

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3.5) Evaluation of Suppliers

3.5.1) Capability Rating

3.5.1.1) ADVENT evaluates a supplier's capability based on whether the following factors are judged adequate. This may be supported by surveys, verifying supplier provided documentation and records or site visits by ADVENT authorized representatives.

- ✓ Management's commitment to provide quality product with emphasis on continuous improvement activities across the organization.
- ✓ Quality management systems and the extent to which they conform to ADVENT System Requirements, or alternately to the ISO9001:2015 standard.
- ✓ Capability, capacity, and condition of the supplier's physical manufacturing or supplying facilities and equipment. Deficiencies noted during a site capability evaluation visit shall be discussed with the supplier at the time of the survey which could have an impact on future purchase negotiations and order placement.

3.5.2) Potential Suppliers

3.5.2.1) ADVENT shall survey potential suppliers prior to placement of orders for product or related system being employed. Order placement shall be based on the supplier first obtaining a satisfactory capability rating from ADVENT.

3.5.3) Current Suppliers

3.5.3.1) Surveys to establish capability ratings may be initiated prior to placement of new business as a result of previous quality performance or if the currently supplied product differs significantly from the product previously purchased.

3.5.4) Supplier Surveillance

3.5.4.1) Suppliers are expected to participate in periodic appraisals (audits) of their quality and management control systems, product processing and inspection and test processes. If required, the supplier's measuring and test facilities will be made available to ADVENT' and its end users. Suppliers must notify ADVENT of any major changes in the organization such as leadership, ownership, location, and or significant supplier facility or process modifications.

3.5.5) Customer Approved Vendor List (AVL) Suppliers:

3.5.5.1) Customer designated (approved) suppliers shall also be required to meet all requirements of this manual.

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3.5.6) Supplier Quality Capability Rating System

3.5.6.1) The suppliers that are currently in the ADVENT Approved Vendor List (AVL) shall be rated on Quality, Cost, and Delivery performance basis.

- ✓ Quality of all products shipped are expected to arrive with zero (0) defects. The quality of products delivered shall be validated by the written process, and every defect found during incoming inspection counts shall be marked against the supplier quality rating.
- ✓ On-Time delivery rating is based on delivering parts on the day they are due. Due to the nature of our business, we are welcoming of accepting product earlier than the agreed upon date with notification but zero (0) days late. Delay in delivery is expected to be informed well in advance with adequate time.
- ✓ Cost metrics will be determined and assigned by the purchasing group and flowed down to supplies through their buyer.

4. STATISTICAL REQUIREMENTS:

4.1) Not Applicable

5. Supplier Quality Compliances:

5.1) Following Quality Compliances shall be applicable on every specified POs

5.1.1) APPROVED VENDOR: The supplier shall be an ADVENT approved vendor.

5.1.2) FINAL ACCEPTANCE: Final acceptance of items furnished under this purchase order shall be at ADVENT discretion. ADVENT shall have the right to use sample inspection methods for acceptance of shipments. If the sample is unacceptable, the Buyer shall have the right to return all or part of the lot for credit or replacement.

5.1.3) SURVEILLANCE / CUSTOMER RIGHT OF ENTRY: ADVENT its customers and regulatory agencies reserve the right to conduct inspection and surveillance of the suppliers' procedures, facilities, and products. The right of entry provides ADVENT and its customers, and regulatory agencies to determine and verify the quality, records, and material at any place, including the plant and place of the supplier. ADVENT or its customer's verification of product is not to be used as evidence of effective supplier quality control and does not absolve the requirement for conforming product or preclude subsequent rejection by the end user.

5.1.4) MANUFACTURING, INSPECTION AND TEST PLANS: The seller shall prepare a manufacturing and inspection test plan showing operational sequence, inspection and test points etc. The manufacturing and inspection test plan shall include any other pertinent control for the items to be fabricated as per the purchase order. The inspection and test at each control point shall be clearly identified. A legible and reproducible copy of the plan shall be submitted to ADVENT quality department before start of production.

5.1.5) SUPPLIER'S INSPECTION DATA SHEETS: Final and 100% inspectional data check sheets required for each part number produced.

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5.1.6) TOOLING: Seller must accomplish complete inspection of tools in accordance with the procedure provided per the purchase order. Certificate of Conformity must accompany as directed in quality clause 5.1.9

5.1.7) SOURCE INSPECTION: Source inspection may be required in need as per PO. This must be accomplished before shipment of product. Evidence of ADVENT source or authorized agency must be proved written documents.

5.1.8) FIRST ARTICLE PER AS9102: The seller shall furnish a documented first article report per AS9102 produced on production equipment and using processes that will be used on production components.

5.1.9) CERTIFICATE OF CONFORMITY (C of C): Certificate of conformity stating that all items supplied meet all purchase order specification and blue print requirements. C of C to include purchase order number, part number, tool number, serial/lot number, quantity, process performed with revision level and heat number as applicable. Unless otherwise specified, all work order to be performed to the latest specification revision level. C of C must show signature of authorized official.

5.1.10) CERTIFICATE OF TRACEABILITY: A reproducible copy of original manufacturer certification must accompany each shipment. Traceability must be established to original manufacturer's certification.

5.1.11) TEST REPORT(S): Supplier shall provide upon request by ADVENT a reproducible copy of original manufacturer or 3rd (ADVENT approved test lab) party test reports. Test reports that may be requested are but not limited to Visual-marking, Chemical-Reaction to top marking or scratches on the embossed marking, Solderability, Electrical-Functionality, Die & X-Ray test, and or certification of special processes such as but not limited to tests likes, mechanical, Chemical, Electrical, surface preparation and treatment, paint, pressure test, bonding, etc. of a chemical test report must accompany each item on demand. Test reports must show signature and title of authorized official. Traceability must be maintained from material to test report.

5.1.12) CERTIFICATION OF NON-DESTRUCTIVE TESTING: A reproducible copy of original manufacturer certification of test reports of NDT performed may be demanded in need. Such as, Magnetic Particle, Penetrant, Eddy Current, Ultrasonic, or Radiographic inspection. Certification must include applicable specification with revision, signature, and title of authorized company official.

5.1.13) KEY CHARACTERISTICS: Statistical Process Control may be required on specific purchase order for Key characteristics or process parameters identified by drawing or specification. The supplier is responsible for implementing a control plan, appropriate process control charts, and submitting these data with specific shipment as notified.

5.1.14) Individuals completing work / purchase orders shall be certified to local municipal acts and records of such certification shall be available upon request by ADVENT.

5.1.15) IPC-J-STD-001: Individuals completing work / purchase order shall be certified to standard prescribed, materials, methods and acceptance criteria for producing soldered electrical and electronic assemblies. Records of certifications shall be available upon request by ADVENT.

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5.1.16) TRACEABILITY: Outside Processing Traceability between material and records must be maintained from receipt of material to completion of purchase order requirements. Records must be identified with part number, purchase order number, and date of receipt.

5.1.17) SUBCONTRACTOR APPROVAL-CONTROLLED PROCESSES: The subcontractor shall be approved by ADVENT customer. When such approval is required by applicable specification, the supplier will assure that their approval is current. The ADVENT shall notify immediately the supplier in writing when the end user / customers approval is withheld or if their supply chain system or product specification is disapproved.

5.1.18) RAW MATERIAL VERIFICATION: The supplier shall be responsible for periodic raw material verification. Test results will be available to ADVENT on demand.

5.1.19) MATERIAL SAFETY DATA SHEETS (MSDS): The supplier shall support corresponding MSDS for the related items of the purchase order.

5.1.20) SAMPLING: Unless otherwise stated, all sample inspections require prior approval from the end user / customer and will be per ANSI/ASQC.

5.1.21) DOMESTIC MATERIAL: Raw material shall be procured for manufacturing from a domestic source within the specified state. Certifications of such material must state the location of raw material been procured.

5.1.22) COUNTERFEIT PART DETECTION AND AVOIDANCE (CPDA): In addition to the requirements of CPDA the supplier shall also ensure compliance and certify product supplied meets the requirements of state.

5.1.23) NATIONAL DEFENSE ORDER: In need of a rated purchase order for national defense use, the supplier is required to follow all the provisions of the Defense Priorities and Allocations System Regulation of state.

5.1.24) TEMPERATURE SENSITIVE MATERIAL: Supplier shall submit a Certificate of Conformance or label the contains with required shelf-life information, the manufacturer name, type of material, date of manufacture etc. All materials received shall have 80% of its original shelf life remaining upon receipt at ADVENT unless otherwise stated on the purchase order.

5.1.25) RECORD RETENTION: Supplier is required to retain relevant records for a minimum of ten (10) years after completion of contract.

5.1.26) END OF LIFE: Suppliers shall provide notification of product phase-out / End-of Life situations as deemed. Suppliers shall provide notification 6 months in advance for placement of orders and 12 months notification for shipments.

5.1.27) RoHS & REACH DECLARATIONS: Unless specified, RoHS & REACH declarations be maintained against each shipment.

5.1.28) TOOLING: Suppliers are required to maintain and store Tooling as per the applicable standard tooling documents.

5.1.29) PROTECTING CONTROLLED UNCLASSIFIED INFORMATION: Supplier shall comply with state law and calling out compliance to its guidelines.

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6. Business ethics, Supplier Code of Conduct and Social concern;

These defined “Supplier Code of Conducts (SCC)” is applicable by default to all its entities including suppliers, buyers, business partners and its affiliated entities. We together strive to maintain the highest level of business standards and ethics, and we strongly encourage our Suppliers to follow it.

- ✓ Our Suppliers are selected and evaluated beyond the basis of economic measures. We expect our Suppliers to fully comply with applicable laws and to adhere to internationally recognized environmental, social, and corporate governance standards.
- ✓ Our commitment to these business standards of excellence includes business ethics and regulatory compliance, human rights and labor practices, environmental regulations and protection, responsible mineral sourcing, health and safety, and protection of confidential and proprietary information.
- ✓ This SCC outlines our expectations regarding the workplace standards and business practices of our Suppliers, along with their parent entities, subsidiaries, affiliates, subcontractors, and others who are within their supply chain.
- ✓ The expectations contained in this SCC are essential to our decisions to enter or extend existing business relationships. Each Supplier is responsible for ensuring that its employees, representatives, and subcontractors understand and comply with these guidelines.
- ✓ Diversity and inclusion being our policy to provide contracting opportunities regardless of race, color, religion, gender, sexual orientation, gender identity or expression, pregnancy, marital status, national origin, citizenship, covered veteran status, ancestry, age, physical or mental disability, medical condition, genetic information, or any other legally protected status in accordance with local, state and federal laws.
- ✓ These defined “Business Ethics and Guiding Compliances” must be followed in the business conduct, their business interactions and activities with integrity and must strictly comply with all laws and regulations related to bribery, corruption, money laundering and counterterrorism financing, and prohibited business practices.
- ✓ Suppliers must comply with all applicable laws and regulations governing export, re-export, and import of products.
- ✓ Suppliers must protect worker whistleblower confidentiality and must create a mechanism for all workers to submit grievances anonymously.

- ✓ Suppliers represent and warrant that they and their officers, directors, employees or agents comply with all Global Anti-Corruption Laws.
- ✓ Suppliers must avoid giving gifts to ADVENT employees or its entities. Offering anything of value to obtain or retain a benefit or advantage for the giver, and offering anything that might appear to influence, compromise judgment, or oblige the ADVENT must be avoided.
- ✓ Suppliers shall avoid the appearance of or actual improprieties or conflicts of interests.

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- ✓ Suppliers must not cause any conflicts of interest for ADVENT employees and must avoid situations where a conflict of interest may occur.
 - ✓ Suppliers shall be prepared for any disruptions of their businesses (e.g., natural disasters, terrorism, software viruses, illness, pandemic, infectious diseases). This preparedness especially includes disaster plans to protect both employees and the environment as far as possible from the effects of possible disasters that arise within the domain of operations.
 - ✓ ADVENT expects its Suppliers to share its commitment to promoting and respecting human rights and equal opportunity in the workplace. All Suppliers are expected to conduct their employment practices in full compliance with all applicable laws and regulations and must, without limitation, take attention to UDHR and their respective state declared HR Charters:

Authorised Signature



Business Development Manager

ADVENT ELECTRONICS INTERNATIONAL PTE LTD.,

Note:

- Number of pages: 1 ~ 12
- No amendments till 08:00pm on 20th June 2024

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