

	<h1>Supplier Quality Requirements</h1> <p>Doc_374, Rev 2</p>			
Purpose & Scope:	Defines the expectations and requirements of Seek Thermal Suppliers that provide raw materials, parts, assemblies, and services that affect the quality of Seek Thermal products.			
Exemptions:	Suppliers that do not provide materials or services affecting the quality of Seek Thermal products. Examples include, but are not limited to office supplies & equipment, IT equipment and services not related to production or product, janitorial services, etc.			
Applicable Systems:	NetSuite, Agile, Seek Thermal Website			
Measure of Effectiveness:	Supplier Quality, Supplier OTD, Supplier Performance Review			
Records:	Per Seek Record Retention Table.			
See Agile PLM:	<ul style="list-style-type: none"> • Referenced Documents 	<ul style="list-style-type: none"> • Affected Areas 	<ul style="list-style-type: none"> • Process Ownership 	<ul style="list-style-type: none"> • Revision History

Responsibility:

- It is the responsibility of the Director of Quality to define and roll out requirements.
- It is the responsibility of Purchasing to ensure these requirements are provided to all applicable suppliers.
- It is the responsibility of assigned Receiving and Receiving Inspection to ensure defined deliverables are received prior to accepting materials.
- Is the responsibility of the any personnel contracting with services covered under this requirement to ensure these requirements are provided to the applicable service (if not Purchasing).

General:

These requirements are provided as a supplement to, and do not replace or alter the terms or conditions within Seek Thermal purchase orders, engineering drawings and/or specifications and/or any other written and approved agreement between Seek Thermal and the supplier.

Quality System Requirements for all Suppliers

Seek Thermal suppliers shall:

- Develop and maintain a quality management system to assure consistent conformance of their products and services to specified requirements. Although not required by Seek Thermal, suppliers are encouraged to have their conformance confirmed by an independent audit (such as 3rd party certification).
 - Minimal requirements for an acceptable supplier quality management system:
 - A Contract Review Process to ensure compliance to contractual requirements
 - The supplier shall review the purchase order and, where applicable product manufacturing, processing, and testing requirements prior to its initiation.
 - Any inconsistencies noted with the purchase order, part or other document references by the purchase order shall be communicated to Seek Thermal. Suppliers proceeding with work without written concurrence do so at their own risk.
 - Product will not be accepted by Seek Thermal unless it is compliant to the purchase order and all referenced documentation.
 - Upon acceptance of the contract Suppliers shall assure contractual requirements are communicated and flowed down internally and where needed to suppliers.

- Design & Development Control (when applicable)
 - The supplier shall use specified requirements, specifications, and drawings as the basis for its design and development plan.
 - Note: The plan, sometimes called a quality plan, defines the design stages with necessary steps and resources to assure the product satisfies Seek Thermal requirements. The plan should be maintained throughout the design process and should incorporate design reviews, verification, and validation plans, monitoring activities, inspection criteria or test requirements.

- Purchasing Controls
 - Seek suppliers shall define requirements and establish a supplier selection process that ensures that their suppliers have the potential and ability to meet specified requirements.
 - The supplier is responsible for the quality of all components and raw materials it purchases for its product. Where components and raw materials do not meet specified requirements then the supplier shall document its mitigation activity. If necessary, the supplier is responsible for additional controls to ensure its product satisfies requirements.

- Production Controls (when applicable)
 - The supplier shall document and control its production conditions to ensure its product meets specified requirements.
 - Note: This may require the supplier to make use of documented procedures, work instructions, reference materials, suitable equipment and specific monitoring and measurement devices where the absence of such could affect quality.
 - The supplier shall protect product, equipment, and personnel against potential contamination.
 - Materials shall be appropriately packaged to ensure that they will not be damaged or degraded during shipping and handling. The packaging should account for thermal and humidity effects as well as mechanical considerations. Electrostatic sensitive components must be packaged in appropriate containers and labeled as ESD sensitive.
 - Materials with limited shelf life must contain documentation delineating the shelf life, the storage conditions, and either the expiration date or the date of manufacture. Seek Thermal reserves the right to refuse materials with inadequate shelf life to meet our requirements. If there is doubt as to the appropriate adequate shelf-life requirement, contact the Seek Thermal purchasing representative before shipping the material.
 - The supplier shall establish a system for the control of all materials.
 - Note: Control procedures are to ensure that products are properly identified and do not become mixed with other orders.

- Control of Inspection, Measuring and Test Equipment
 - The supplier shall establish monitoring and measurement processes to ensure product meets specified requirements. The supplier is responsible for its gauges, tool masters, fixtures and measurement/test equipment and verifying the accuracy of measurements to ensure the integrity of the measurement system.
 - The supplier shall ensure measuring and test equipment is routinely calibrated, inspected, checked, and maintained with a documented procedure. Any standards the supplier uses for calibration shall meet applicable regulations, have specified directions and limits to ensure accuracy and precision.
 - When nonconforming equipment is found the supplier shall confirm the validity of previous measurement results made with the nonconforming equipment. An impact

analysis shall be performed by the supplier when a product is shipped after being approved by a measurement system operating outside of agreed upon limits of variation.

- Seek shall be notified immediately when the impact analysis concludes Seeks product is impacted.

- Control of Nonconforming Deliverables
 - Supplier shall have a process and procedures in place for the control of nonconforming deliverables at all stages of Supplier's operations. This process should include identification, documentation, evaluation, segregation, and disposition of the nonconforming deliverable conditions. Where Supplier suspects that nonconforming deliverables may have been shipped to Seek Thermal, Supplier shall immediately provide written notification to Seek Thermals Quality department.
 - When Supplier identifies nonconforming deliverables prior to shipment and wishes to obtain a deviation for an item dispositioned Use as Is or Repaired (useable, but does not meet full spec), Supplier shall formally document and request the disposition in writing. Seek Thermal shall consider disposition within its nonconforming deliverables process and return the documented disposition conclusion to Supplier

- Corrective Action
 - When requested by Seek Thermal, based upon reported or discovered nonconformity to requirements or specifications, Supplier shall initiate Corrective Action to mitigate and remediate the cause of the nonconformity. Corrective Action shall include determination of root cause, the need for action to prevent recurrence, the action to be taken to prevent recurrence, implementation of the correction, and review of the effectiveness of the corrective action. Supplier shall communicate Corrective Action plans and updates of progress to Seek Thermal regularly until completion.

Requirements for all Suppliers

SR 1: Seek Thermal suppliers shall:

- Ensure that each of their products or services comply with all the requirements mutually agreed to with Seek Thermal.

- Be responsible for compliance to all contract requirements. Approval and verification, by Seek Thermal, of supplier's facilities, systems, and records does not absolve the supplier of the responsibility to provide acceptable product.

- Be responsible for the quality related activities of their suppliers, subcontractors, service providers, and/or material sources.

- Understand that all documents, drawings, and specifications are applicable to the supplier when specified in the contract and are required to be flow down to all levels of the supply chain as needed to ensure compliance to the contract.

SR 2: Counterfeit Materials

- Ensure counterfeit materials are not used in the manufacture of parts or assemblies sold to Seek Thermal.

- Purchase Product(s) only from the Manufacturer or from their authorized distributors.

- Purchasing product(s) from brokers or Independent Distributors is prohibited unless authorized by Seek Thermal in writing.

SR 3: Part Obsolescence

- Notify Seek Thermal of any planned material or component obsolescence prior to the acceptance of any Purchase Order.
 - In addition, the supplier shall notify Seek Thermal of any plans to obsolete material on any and all existing orders with sufficient notice to facilitate, when applicable, an option for last time buy.

SR 4: Product Recall

- In the event of a Product Recall, the Supplier shall promptly and cooperatively work with Seek Thermal to support requests for information related to the recall and any subsequent field corrective actions determined to be necessary. Seek Thermal has the sole authority for decisions related to any of its products in the field, including field corrective action.

SR 5: Right of Access

- Allow Seek Thermal's right of access to its facilities, product, and/or related quality records at any time, by Seek Thermal, its customer, or regulatory authorities to verify quality of products or work. Right of access may be limited to only those records and product applicable to Seek Thermal's products or contracts and will be respectful of any security and proprietary requirements.

SR 6: MSDS

- Where applicable, an MSDS sheet is to be provided with each shipment of product.

SR 7: Certificate of Conformance

- Provide a Certificate of Conformance with each shipment for all raw material, parts, assemblies, and processing.
- Distributors shall include a copy of the manufacturers C of C along with the distributor's C of C with each shipment.
- The C of C shall contain:
 - A certification statement attesting to the conformance of the raw material, part, assembly, or processing to the requirements of the contract, associated specifications and drawings and shall be signed and dated by an authorized representative of the Supplier.
 - Conformance to the RoHS Directive
 - Conformance to the REACH Directive when applicable
 - The C of C shall also contain manufacturer's name; manufacturers PN, Seek Thermal PN where applicable, Supplier/distributor's name and address; quantity of parts in the shipment; date code and/or lot number; and country of origin.
- CoC's that otherwise meet these requirements which are included in the suppliers packing list are acceptable.

SR 8: Record Retention

- Maintain records pertaining to the manufacture, inspection, and test of Seek Thermal products for a minimum of seven (7) years.

SR 9: Terms & Conditions

- Comply with Seek Thermal's Supplier Terms and Conditions (available for review on thermal.com)

SR 10: Regulatory Requirements

- Comply with all applicable regulatory requirements (See Appendix A)

SR 11: Qualification of Personnel

- Supplier's quality system shall assure all applicable processes affecting the final quality of the product in the purchase order were rendered by qualified and trained personnel.

Requirements for Build to Print/Custom Suppliers

SR 11: First Article Inspection

- Seek Thermal requires a First Article Inspection Report (FAIR) with prototype submissions, with the initial shipment of a Production Released part, and with any subsequent shipment after any fit, form, or function change. The Seek Thermal Supplier FAI Form (Doc_390, available on thermal.com) is the preferred format. Other formats are allowed if they meet the stated requirements.
- The FAIR shall include:
 - Requirements and specifications defined on the drawing and/or specification document(s) with showing compliance to all drawing characteristics, blueprint notes and specifications.
 - The method of measurement for dimensional characteristics.
 - Copy of raw material and/or component Certificates of Conformance (CoC)
 - Identification of parts used for the creation of the FAI
- The supplier shall furnish first article sample(s) produced using the material, tooling, processes, and planning to be used for subsequent deliveries. The first article samples(s) shall be identified and submitted with a FAI report.
- Once the part is at the Production Released stage, Delta (partial) FAI submissions are required based on subsequent revisions. Only those characteristics, notes or specifications affected by the revision require reporting.

SR 12: FOD (Foreign Object Debris) Prevention

- The Supplier shall establish the requirements for the prevention of contamination or foreign objects from becoming entrapped in the Supplier's product during manufacturing, assembly, testing or handling and is applicable to all design and manufacturing processes, parts protection, housekeeping, tool accountability, hardware accountability, lost items, and physical entry into FOD critical areas.

Other Requirements as Defined on Purchase Order

When called out on the Seek Thermal Purchase Order, the supplier must:

SR 13: ISO 9001 or other 3rd Party Certification

- Maintain a Quality Management System, certified to the defined requirement listed. Examples include ISO 9001, ISO 13485, ISO 17025, AS 9100, IATF 16949.

SR 14: Conflict Minerals Due Diligence

- Maintain compliance with the Dodd-Frank and Consumer Protection Act – Conflict Minerals Due Diligence. This compliance includes annual reporting to Seek Thermal using the Conflict Minerals Reporting Template (CMRT) and ensuring that sub-suppliers report the origin of Conflict Minerals.

SR 15: Traceability

- Establish a traceability system that tracks components from raw material through inspection, test, and final release operations, including rework and sub-supplier procedures.

SR 16: Special CoC

- Provide a specialized Certificate of Compliance and/or conformance as defined on the Purchase Order. Examples Include: RoHS Certificate, REACH Certificate, CE Certificate.

SR 17: Special Test/Inspection Reporting

- Provide test, inspection or other product or process specific reports as defined on the Seek Thermal Purchase Order.

SR 18: Specific Declaration of Compliance Statement

- Provide a Declaration of Compliance. Examples include RoHS, REACH, Conflict Minerals, etc.

SR 19: Electrostatic Discharge (ESD) Control Program

- For electrical and electronic parts susceptible to damage from Electrostatic Discharge (ESD), the Supplier is responsible to establish and implement an ESD Control Program per the latest revision of MIL-STD-1686, EIA-625, ANSI/ESD 20.20 or equivalent. The Supplier shall take the necessary precautions to ensure that static susceptible devices are adequately protected from ESD damage during manufacturing, test, inspection, packaging, and shipping. Packaging shall be marked with an ESD cautionary note or symbol.

SR 20: Age Sensitive Materials

- In cases where materials are provided with a limited life, the remaining shelf life shall be a minimum of 75% of the total shelf life, as defined in the source control drawing, for the material at the time of delivery. The following requirements apply a) The material shall be labeled with the batch number, and the manufacturing date / expiration date. b) When applicable, any special handling or storage requirements shall be defined.

SR 21: FMEA

- Prepare and provide an FMEA/PFMEA to Seek Thermal as part of product or process design.

SR 22: APQP (Advanced Product Quality Planning)

- When called out on the Seek Thermal purchase order, supplier must utilize the AIAG APQP processes provide deliverables to Seek Thermal at agreed upon intervals.

SR 23: PPAP (Production Part Approval Process)

- When called out on the Seek Thermal purchase order, supplier must utilize the AIAG PPAP process and provide deliverables defined in the PPAP plan to Seek Thermal at agreed upon intervals.

SR 24: Source Inspection

- When called out on the Seek Thermal Purchase Order a source inspection is required at the location (source) of manufacture. The following activities shall take place:

- Upon completion of manufacturing of product, the Supplier shall contact the Seek Buyer to schedule the source inspection. The Supplier shall allow 48 hours for coordination and other paperwork.
- Supplier shall make available any required drawings, specifications, or other related documents as well as any tools, gages, or other inspection instruments necessary to establish conformance of the articles including personnel with the requisite skills to operate such devices.
- Supplier shall provide reasonable assistance and facilities to Seek representatives engaged in the source inspection.

SR 26: Disaster Recovery Plan

- Maintain and support a disaster recovery and business continuity program that ensures the continuous operation, and, in the event of an interruption, the recovery of all material business functions needed to meet Supplier's obligations to Seek Thermal.

SR 27: Change Control

- Notify Seek Thermal in writing before making any change that may affect product conformance. This includes changes to raw materials, critical processes or manufacturing location that would affect fit, form, function, or outward appearance of the product. These requests will be made with as much advance notice as possible and will include the specifics of the change and how it will impact product conformance.
 - Note: Changes that affect fit, form or function require a partial First Article Inspection Report (FAIR).
- Changes that do not impact conformance and do not affect fit, form, function, or outward appearance of the product will be made in accordance with Suppliers ISO 9001 compliant Change Control processes.

SR 99: Reserved code for other flow downs as defined on Purchase Order

Appendix A

Regulatory Compliance

Restricted Substances and Material Declaration

Deliverables supplied to Seek Thermal are expected to meet all applicable requirements of country, federal, state, and local environmental regulations. Suppliers are expected to provide information about the specific composition in accordance with the following:

RoHS – RoHS stands for Restriction of Hazardous Substances. All Deliverables supplied should be in compliance with the current RoHS Directive 2015/863, also known as RoHS 3 or RoHS 2019 and noted on packing slip and Certification of Compliance.

WEEE – WEEE stands for Waste from Electrical and Electronic Equipment. WEEE Directive 2002/96/EC mandates the treatment, recovery, and recycling of electric and electronic equipment. Supplier represents, warrants, and certifies that (a) none of the products are “electrical or electronic equipment” under EU Directive 2002/96/EC (the “WEEE Directive”) or under any equivalent directive; (b) none of the products contain any arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, or any chemical restricted under the Montreal Protocol on ozone-depleting substances; and (c) the products shall conform with the requirements and specifications set forth in the specifications.

REACH – REACH stands for Registration, Evaluation, Authorization and Restriction of Chemicals and is defined in Regulation (EC) No 1907/2006 and seeks to protect human health and the environment from the risks that can be posed by chemicals. Supplier warrants that all Deliverables supplied to Seek Thermal are compliant with REACH. Declarations shall be submitted as requested.

Conflict Minerals –

In accordance with Dodd-Frank Act, section 15002, Seek Thermal does not support the use of minerals or their derivatives, including tantalum, tin, tungsten and gold (“3TG”), that are illegally mined, transported or traded because of the role such minerals play in financing armed conflict in the Democratic Republic of the Congo and the adjoining countries, as well as in other high-risk and conflict-affected areas around the world.

For the purposes of this requirement, the following terms shall have the meaning as set out below:

- “Conflict Minerals” means columbite-tantalite (coltan), cassiterite, gold, wolframite, or their derivatives, which are limited to tantalum, tin and tungsten, unless and until additional minerals may have been determined by the United States Secretary of State to be deemed Conflict Minerals as well regardless of whether these minerals finance conflict in the Democratic Republic of the Congo (DRC) or adjoining countries.
- “Covered Countries” shall mean the DRC and any country that shares an internationally recognized border with the DRC. Such countries presently include Angola, Burundi, Central African Republic, the Republic of the Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia. “DRC Conflict Free” shall mean as a property of Parts that such Parts do not contain Conflict Minerals that directly or indirectly finance, or benefit armed groups in the Covered Countries.
- “OECD Guidance” shall mean the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. For more information, go to: <https://www.oecd.org/unitedstates/>.

It is our policy to exercise due diligence over our supply chain in a manner consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas.

Seek Thermal suppliers shall:

- Be fully committed to ensuring that its use and sale of Conflict Minerals do not contribute to the ongoing conflict in the Covered Countries.
- Exercise due diligence on the source and chain of custody of Conflict Minerals in its supply chain (e.g., by participation in established supply chain communication processes such as the “EICC®/GeSI® Conflict-Free Smelter Program” and/or by application of a nationally or internationally recognized supply chain due diligence standard such as the OECD Guidance.
- Make available to Seek Thermal – upon written request – all documentation and supporting evidence that demonstrate its due diligence measures
- Immediately notify Seek Thermal in writing, in the event the supplier should become aware of any relevant warning signs in its supply chain indicating that any Parts may not be DRC Conflict Free, including but not limited to “red flags” described in the OECD Guidance.