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GLOBAL SUPPLIER QUALITY MANUAL

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Section 1.0 - Overview

1.1 Introduction

Dura-Line LLC, a member of Orbia family of companies, is headquartered in Knoxville, TN. Dura-Line designs and manufactures plastic pipes and accessories for customers in the telecom, power utility, and electrical markets. With locations in the United States, Canada, and world-wide, the company serves customer's needs worldwide. Our goal is to set the standard for quality for plastic pipes/conduit and accessories.

Dura-Line Quality Policy

All Dura-Line associates are committed to provide the best quality products, on time, supported by excellent service, that meets or exceed requirements and expectations.

Focusing on continual improvement and customer satisfaction, we will maintain the highest standards in our industry.

Suppliers are considered as an integral part of the business. The capabilities of our suppliers support the fulfillment of the Dura-Line mission and the achievement of company objectives. Relationships with our suppliers are built on total quality guiding principles and practices to achieve the best performance, delivery, service, and total cost. As such, all suppliers must abide by the policies set forth in the Global Supplier Quality Manual (SQM).

1.2 Purpose

The purpose of this Global Supplier Quality Manual (SQM) is to define the Procurement and Quality requirements necessary to ensure a successful partnership between Dura-Line and its suppliers. In addition to the requirements documented throughout this manual, the supplier agrees to the following:

- Supplier must provide defect-free products that meet design requirements and/or standards.
- Supplier must provide products that meet 100% on-time delivery.
- Supplier must comply with all applicable federal, state, and local regulations as well as Dura-Line Supplier Code of Conduct and Orbia Code of Ethics.

1.3 Scope

This SQM establishes the minimum quality requirements for all suppliers of production materials and products to Dura-Line. The requirements within this manual are provided as a supplement to, and do not replace or alter the terms and conditions within the Dura-Line supply and purchasing documentation, engineering drawings and/or specifications. Suppliers must ensure that their sub-tier suppliers also agree to comply with the SQM.

The SQM establishes general policy; however, when needed, suppliers may obtain additional information from the Global Procurement contact(s). All questions or additional information needed regarding Quality related items,

should be directed to the Supplier Quality contact(s). If conflicting interpretation arise, this order of precedence applies:

- Supply and Purchase Agreement
- Specification or Drawing
- SQM

1.4 Responsibilities

The Dura-Line Procurement and Supplier Quality departments are responsible for the SQM implementation and have authority to ensure all suppliers meet and fulfill requirements.

Suppliers are responsible for ensuring that products provided to Dura-Line meet design requirements and/or standards and assume full responsibility for the quality of the products delivered to Dura-Line. Approval and verification by Dura-Line of supplier's facilities, systems, records and product does not absolve the supplier of the responsibility to provide Dura-Line with conforming product, nor shall it preclude subsequent rejection by Dura-Line's customer. Conforming product is defined as product that conforms with the specific Supply and Purchase Agreement and/or Purchase Order, Drawing and/or Specification, and this SQM.

1.5 Compliance with Laws and Regulations

Dura-Line does business throughout the world. The supplier must recognize that Dura-Line's obligations and requirements extend to all countries where Dura-Line does business and that in some cases Dura-Line and its suppliers are required to conduct business in accordance with the laws of other countries in which Dura-Line operates. The supplier must comply with all applicable laws, rules and regulations relevant to the manufacture, import, supply and delivery of any goods and the provision of any services. Such laws, rules and regulations shall include (but not be limited to) those concerning anti-bribery, anti-corruption, export controls, modern slavery, conflict minerals, and supply chain security. The supplier must maintain adequate policies and procedures to ensure such compliance by its representatives, sub-contractors and own suppliers. Without prejudice to the foregoing part of this paragraph, the supplier must at all times comply with the Orbia Code of Ethics (available at www.orbia.com) and Dura-Line's Supplier Code of Conduct (as provided to the supplier in writing from time to time).

1.6 Receipt & Acceptance of SQM Content

Prior to receiving an order from Dura-Line, all suppliers must read the SQM and confirm agreement they will comply with its content and requirements.

The manual may be updated periodically by Dura-Line. To verify revision level or obtain latest version of this document, contact the Dura-Line Supplier Quality representative or Procurement representative. Suppliers are responsible for obtaining and using the current revision of this document. Should a supplier be unable to comply with any revision, the supplier shall immediately notify Dura-Line in writing of the reason.

Section 2.0 – Key Quality Requirements

2.1 Quality Management System Requirements

Suppliers shall establish and maintain a Quality Management System (QMS) which is ISO9001 registered (preferred), compliant with ISO9001 or a QMS that is agreed upon by Dura-Line. All suppliers must complete and submit a Dura-Line Supplier Quality System Survey report and provide a copy of their Quality Manual if requested. A site audit may be required prior to awarding business and/or throughout the relationship between Dura-Line and its suppliers.

Third-party certifications shall be from an accredited certification body. The supplier shall notify the Dura-Line Supplier Quality representative or Procurement representative immediately of any change in scope, update, withdrawal or disapproval of its third-party certification. A change in supplier name, ownership, or facility location is subject to review by Dura-Line.

2.2 Traceability Requirements

Suppliers shall ensure that products are traceable to raw materials or components used in the manufacturing process, production operation, date of manufacture, revision level (if applicable) and records of evaluation of conformance. All product shipped to Dura-Line shall always have positive identification to address traceability via lot numbers, date codes or other means as applicable.

2.3 Record Retention Requirements

Process Control, Product Control, and Quality records shall be maintained so they remain legible and are available for review upon request. Records shall include accurate, updated, and complete quality data. Retention of Material Safety Data Sheets (MSDS), certificates of analysis, process documentation, first article inspection reports, test results and other information as applicable is required. Records shall be maintained for a minimum of seven (7) calendar years, or per the accepted industry standard requirements, whichever is greater. Records of non-production materials and services shall be maintained for a minimum of three (3) calendar years, or per the accepted industry standard requirements, whichever is greater.

Section 3.0 – Supplier Approval / Qualification

3.1 New Supplier Qualification

Dura-Line's Supplier Evaluation Team, consisting of a representative from Procurement, Quality, Finance and Engineering (if applicable), will evaluate all new suppliers. All new potential suppliers will be required to submit

documentation as defined in the Global Procurement Policy. Additionally, the supplier may be required to submit any or all of the following items:

- Supplier Quality System Survey
- Quality Manual and/or industry certification(s)
- Supplier On-Boarding Audit

Along with a business and quality system assessment, the candidate supplier may also be subjected to an onsite supplier evaluation/audit to assess supplier effectiveness in key functional areas such as procurement, engineering, manufacturing, and quality.

Based on the favorable evaluation of the above information, a supplier can be listed as approved and added to Dura-Line's Approved Supplier List. Purchasing, Quality and/or Engineering team members will work with the supplier to facilitate the specific qualification requirements for materials or components (see Part Approval section).

3.2 Supplier Site Evaluation

Dura-Line reserves the right to perform initial and/or periodic on-site audit of the supplier's facility, quality systems, records, and product ready for shipment. The supplier's personnel, gauging, and test facilities shall be made available as required for the evaluation.

Section 4.0 – Part Approval

- a) Parts, components and/or material being sourced must be approved for production by Dura-Line. It is the supplier's responsibility to meet all design requirements and/or standards.
- b) Suppliers are not authorized to begin shipment of production quality material to Dura-Line prior to part/process approval. Small quantities of parts for engineering testing and sample needs are the only exception to this requirement.
- c) A drawing/specification review will be conducted prior to the production part approval process.
- d) Part approval requirements are at the discretion of Dura-Line.
- e) Part approval process shall be performed on the first production unit as well as any subsequent revisions to the part.

4.1 Production Part Approval Process (PPAP)

The Production Part Approval Process (PPAP) certifies that suppliers can consistently and repeatedly produce product that meets all requirements. A PPAP contains many of the following: First Article Inspection, Process Flow Diagram, Control Plan, Capability Studies, PFMEA, functional test results, material test results, etc.

Dura-Line will determine which PPAP requirements will be required to be submitted for review. All documentation shall be delivered electronically to the Supplier Quality representative for review. In most cases, a First Article Inspection will be the only PPAP requirement.

4.2 First Article Inspection

- a) First article inspection report shall be submitted utilizing the first production run unit.
- b) The first article inspection report shall include the following:
 - i. part number,
 - ii. revision level,
 - iii. supplier name,
 - iv. date of inspection,
 - v. dimensional / specification characteristics,
 - vi. drawing zone (if applicable),
 - vii. measurement tool identification,
 - viii. results of actual measurements,
 - ix. indication of inspection status (ie – pass, fail),
 - x. purchase order number,
 - xi. overall approval status,
 - xii. approved person's signature, title, and date.
 - xiii. a "ballooned" drawing (if applicable) shall be provided for all drawings greater than 20 reportable dimensions
- c) Supporting documentation such as certificates of conformance for materials or special processes shall be included with the First article package.
- d) All documentation shall be delivered electronically to the Supplier Quality representative for review.

Section 5.0 – Corrective Action

Suppliers to Dura-Line are responsible for providing conforming products as defined in Section 1.4. If quality issues occur, the supplier is required to determine root cause and corrective action to correct the issue and to ensure no recurrences. Suppliers will support Dura-Line with technical assistance and field support (if required) to rectify any substantial non-conformances. Dura-Line reserves the right to recover justified expenses from the suppliers for performance failures related to quality and delivery issues.

5.1 Non-Conformance

Non-conforming materials may be identified at any time at any time at Dura-Line including, but not limited to, incoming inspection, use, consumption, assembly or packaging. Non-conformances can also be discovered during surveillance, validation, or at the end customer. If a non-conformance is discovered by the supplier after the shipment has left the supplier's facility, Dura-Line Supplier Quality shall be notified by email of the shipped non-conformance within 24 hours of the supplier discovering the non-conformance. The supplier shall not directly notify the Dura-Line direct customer of the non-conformance unless otherwise directed by law.

Suppliers will be notified through a Supplier Corrective Action Request (SCAR) upon detection of non-conforming material. Non-conforming material discovered at Dura-Line may be handled in the following ways at the discretion of the Dura-Line facility:

- a) Rejected – entire lot rejected and returned to supplier
- b) Sorted, screened, or reworked – to be completed at Dura-Line facility. Supplier resource(s) and or third party may be required to support.
- c) Accepted via Deviation – material will be placed on hold within Dura-Line until deviation approval (see Supplier Deviation Request section)

5.2 Supplier Response

Supplier must take immediate action upon receipt of a SCAR.

- a) Supplier shall acknowledge receipt of the SCAR within 24 hours.
- b) Supplier shall provide a containment plan within 48 hours of the receipt of the SCAR.
- c) Supplier shall provide a short-term corrective action plan with timing to replace non-conforming material with conforming material within 72 hours of the receipt of the SCAR.
 - a. Approved subsequent shipments should include identification of certification so Dura-Line can easily identify the certified defect-free shipment.
- d) Supplier shall perform an in-depth root cause determination (tools to be considered for use are: 8D, 5Why, etc).
- e) Supplier shall implement a robust corrective action to prevent reoccurrence. The root cause and corrective action shall be submitted on the SCAR by the required due date. If the corrective action will not be fully implemented by the required SCAR due date, the corrective action plan with applicable dates shall be submitted. The SCAR will remain open until all corrective actions are in place.
- f) A disposition regarding the suspect or non-conforming material (ie – scrap, return, rework) must be communicated by the supplier within 5 business days of the receipt of the request. If no communication is received, Dura-Line will disposition the material. When dispositioning suspect or non-conforming material, the supplier shall ensure that no quality compromises will be made. A Return Material Authorization (RMA) must be processed within 5 business days for all non-conforming material.

Dura-Line reserves the right to conduct verification of corrective action at the supplier and/or supplier sub-tier's facility to assess the effectiveness of the corrective action.

5.3 Cost Recovery

Dura-Line reserves the right to recover costs incurred due to quality issues on purchased product. Dura-Line reserves the right to levy a nominal charge to the supplier for each SCAR to offset these costs.

Section 6.0 – Supplier Deviation Request

The supplier shall notify the Dura-Line Procurement representative as well as Supplier Quality representative in writing as soon as they suspect the product to be shipped does not conform to design/material requirements.

- a) A request for deviation must be submitted and must include why the product deviated from specification (demonstrating an understanding of the root cause of the non-conformance).
- b) The deviation must be submitted for a known quantity.
- c) Once the quantity has been shipped by the supplier, no additional non-conforming product shall be shipped.
- d) A deviation extension can be requested if necessary.
- e) The supplier should supply the date, purchase order number, and/or lot number of the first shipment of product that meets all requirements.

Any supplier shipping product to Dura-Line prior to obtaining an approved deviation or after the deviation quantity has been reached, may be required to sort product at Dura-Line or have the product returned at the supplier's expense. If sorting is required to be done at Dura-Line due to production needs and the supplier is not able to provide support within the required timeframe, Dura-Line or a 3rd party will complete the sort and the supplier will be responsible for all charges incurred.

Section 7.0 – Change Control

The supplier shall not, without prior written approval from Dura-Line, make any changes in product material design, process or material that could affect form, fit or function of the product being supplied. All proposed changes to supplied production materials must be properly documented and approved in writing prior to implementation. Part approval process resubmission may be required. Examples of proposed changes that require approval include (but are not limited to):

Process:

- Movement of production equipment
- Production machine/equipment changes
- New production equipment
- Manufacturing location changes
- Tooling transfer, refurbishment, repair, replacement, or additions
- Changes to product/material testing frequency or method
- Out-sourcing of current in-house operation or vice versa
- Changes that occur at sub-tier suppliers

Design:

- Construction or assembly method changes
- Change to optional construction material or method (including packaging)

- Constituent material changes
- Constituent material sourcing changes
- Dimensional changes
- Aesthetic changes

Section 8.0 – Packaging, Labeling, & Handling

8.1 Packaging & Handling

All products/material shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is (1) in accordance with good commercial practices unless otherwise specified in a particular manner and (2) adequate to insure safe arrival of the product/material. Damaged packaging causing suspected damaged product will be considered non-conforming and are subject to possible return or sorting/rework at the supplier's expense if deemed necessary.

The supplier shall ensure that all packaging is clean and free from debris, foreign materials, and damage. All returnable packaging/dunnage should be clean. If returnable packaging is not clean, it may be subject to rejection upon receipt.

In shipments that contain multiple part numbers, each part number shall be separately packaged and labeled for ease of receipt at Dura-Line.

8.2 Labeling

The supplier shall mark each container, box or pallet with necessary lifting, handling, and shipping information. Suppliers are responsible to ensure packaging is sufficient to protect material from shipping damage (nicks, dings, bends, scratches, etc). The supplier shall also assure all packaged items are permanently and legibly identified. Each shipment shall be marked with Dura-Line part number, quantity, lot number and/or date code, Dura-Line purchase order number, and any other specified requirements as applicable.

8.3 Documentation

A packing list and certificate of conformance shall accompany each shipment and shall be attached to the carton exterior in a shipping envelope. The certificate of conformance shall provide assurance that work on each part number in the shipment has been performed in accordance with Dura-Line's requirements. The certificate of conformance may be a separate document or be included in the packing documentation.

The packing list must contain:

- Dura-Line purchase order number
- Dura-Line part number(s)
- Part description(s)

- Supplier name
- Quantity (if multiple part numbers qty of each part number must be listed)

The certificate of conformance must contain:

- Dura-Line purchase order number
- Dura-Line part number(s)
- Quantity (if multiple part numbers qty of each part number must be listed)
- Lot number and/or date code
- Conformance statement: “Materials and processes used to produce the item(s), components, parts, material, described on this Purchase Order conform to all Purchase Order requirements, referenced specifications or special requirements.”
- Signature and title of a duly authorized officer or Quality Control representative of the supplier

8.4 Shelf-Life Material

Supplier shall identify the product and/or containers(s) of shelf-life material with the manufacture date or the expiration date along with special storage and handling conditions, in addition to the normal identification requirements. When the product is age control sensitive, a shelf-life certification shall accompany each shipment. If not otherwise specified, a minimum 80% shelf life must be remaining upon receipt at Dura-Line.

Section 9.0 – Tier Supplier Management

The supplier is responsible for the quality of their tier supply base and for ensuring that all items procured from its tiers conform to the SQM and Dura-Line’s requirements. The supplier shall ensure that applicable provisions/requirements/specifications are flowed to their tiers including Quality System compliance. All tiers are also required to comply with Part Approval requirements. The supplier has ultimate responsibility to ensure product being supplied to Dura-Line meets all design requirements and/or standards. For critical or complex projects, Dura-Line reserves the right to request on site verification of tier supplier processes. In these cases, Dura-Line will work through the direct supplier to make arrangements.

Section 10.0 – Supplier Performance

Dura-Line uses a Supplier Scorecard system to monitor supplier performance in various areas, including quality, on-time delivery, cost, and customer service. Scorecards are a tool for both Dura-Line and the supplier to identify areas of opportunity to improve performance. The scorecard may be used as a reference when making strategic decisions, thus it is important for suppliers to monitor their scorecards and take actions to address any areas that require attention.

1. Revision History

Revision #	Date	Document # / Description of Revision	Prepared by	Checked by Approved by	Remarks
A	4/18/2022	Original Issue	Candace Vance	Silvia Zubizar & Eddie Wysmierski	Initial Release