



QUALITY AND SUSTAINABILITY AGREEMENT



COMPANY OVERVIEW

Trifast plc - <https://www.trfastenings.com/> - is a leading international specialist in the design, engineering, manufacture and distribution of high-quality industrial fastenings and Category 'C' components principally to major global assembly industries.

The Trifast plc Group consists of locations within the UK, Asia, Europe, and the USA including high volume sites manufacturing cold forged fasteners and special parts, and Technical and Innovation Centres. We supply components to over 5,000 companies globally across a wide range of industries.

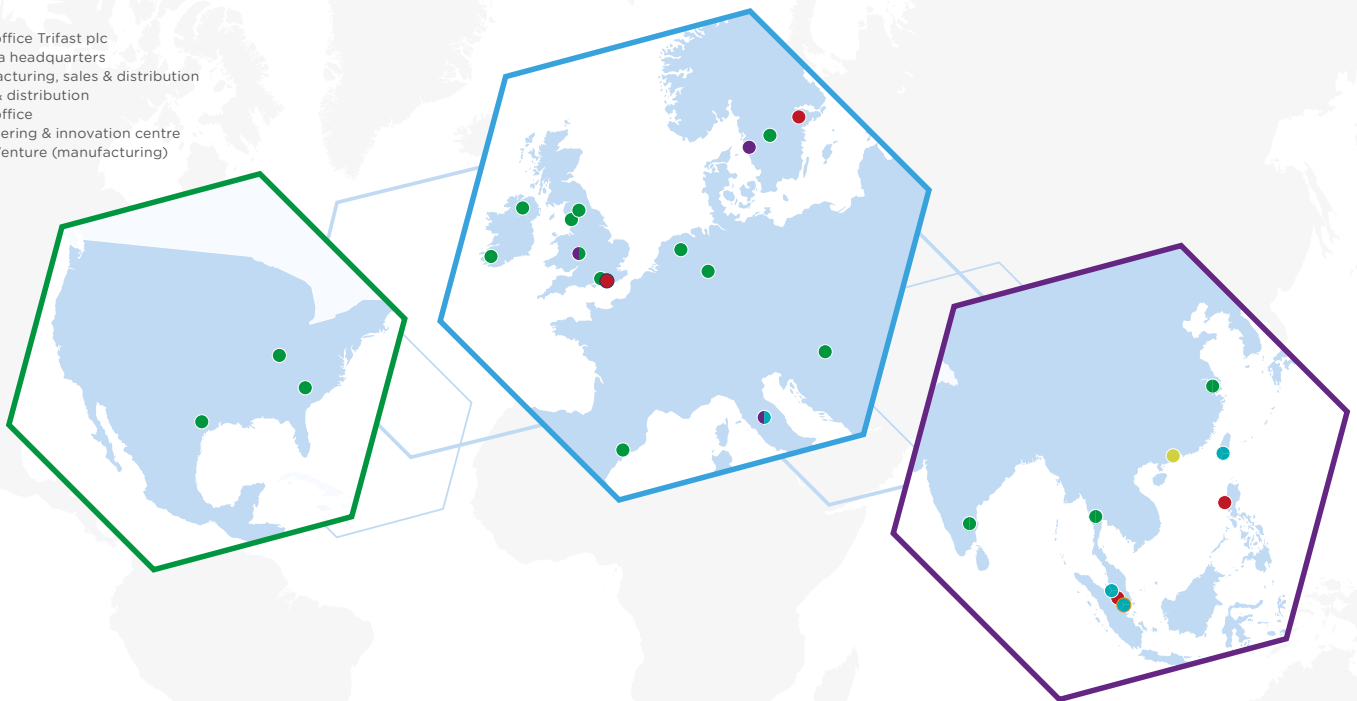
The prefix to the trading name for the Trifast plc Group of companies ('Trifast') is 'TR' and will be referred to as TR throughout this document. This agreement covers the supply of goods and services by the Supplier to any of the TR companies. All requirements in this manual are to be considered 'Customer Specific Requirements'.

As a full-service provider to multinational OEMs and Tier 1 companies spanning several sectors, we deliver comprehensive support to our customers across every requirement, from concept design through to technical engineering consultancy, manufacturing, supply management and global logistics.

Our worldwide operations span the UK, Ireland, Holland, Sweden, Hungary, Italy, Germany, Spain, Poland (representative), Thailand, Singapore, Malaysia, China, Taiwan, India, the Philippines (representative office), Japan and the USA.

Key:

- Head office Trifast plc
- TR Asia headquarters
- Manufacturing, sales & distribution
- Sales & distribution
- Sales office
- Engineering & innovation centre
- Joint Venture (manufacturing)



COMPLIANCE WITH LAWS AND REGULATIONS

As an international company with global relationships, Trifast is committed to maintaining high standards of business conduct.

We expect our employees and partners to conduct business in an ethical manner and within applicable laws, rules, and regulations, respecting and abiding by the laws of the cities, states and countries in which we operate. Failure to abide by the laws can result in substantial fines, imprisonment, and restrictions on the Company's ability to carry out its business.

CODE OF BUSINESS CONDUCT

The Trifast Code of Business Conduct is a summary of the principles and standards of business conduct that we expect from ourselves and our partners. In addition, the Company has a Business Ethics and Responsible Behaviour Policy which should also be referred to. This agreement should be read in conjunction with the [Trifast plc Code of Business Conduct](#).

The Code should be used as the basis for dealing with colleagues, customers, suppliers, contractors, and other stakeholders. When appropriate this Code can be provided to third party organisations to ask that they comply with our standards and principles.

TR is committed to complying with the laws and regulations of all the countries in which we operate, and each supplier is responsible for understanding and following the applicable laws.

EXPORT CONTROLS AND TRADE SANCTIONS

TR complies with laws and regulations concerning embargoes and sanctions and does not conduct transactions with individuals, entities or countries that are the subject of restricted party or embargoed country lists (also known as interdiction lists).

Our suppliers should also ensure they conduct their business in compliance with all lawful international sanction's regimes, and that they do not engage with any sanctioned parties. As such, suppliers must:

- Be aware of, and fully comply with, all lawful sanctions regimes affecting their business
- Carry out regular checks on their business partners to ensure that they are not designated, blocked, or otherwise targeted by applicable economic or trade sanctions in order to avoid doing business with sanctioned parties. Further information can be found in our Sanctions Policy, contained within the [Code of Conduct](#).

TR will ensure that all of its employees work in compliance with all applicable laws and industry standards with regard to working hours, rest breaks, holidays and statutory leave.

MODERN SLAVERY

TR is committed to preventing slavery and human trafficking in its corporate activities, and to ensuring, as far as we are able, that our supply chains are free from slavery and human trafficking.

We undertake due diligence when evaluating new suppliers and regularly review our existing suppliers. We require all employees working in supply chain management and relevant roles to complete training. This training explains how to assess the risk of slavery and human trafficking, how employees can identify the signs of slavery and human trafficking and what to do if this activity is suspected. We expect our suppliers to be aware of their own Modern Slavery obligations and to ensure that they are effectively fulfilled.

The [Trifast Modern Slavery Statement](#) is reviewed annually and published on our website.

CODE OF BUSINESS CONDUCT

CHILD LABOUR

TR prohibits the use of child labour and meets all minimum age regulations in all of the countries in which we operate. We expect all of our suppliers to meet this same standard, this will be strictly observed.

FORCED LABOUR

TR expects suppliers to only employ workers who are legally authorised to work within their operations. All work should be voluntary, and all suppliers' employees are free to leave work or terminate their employment upon reasonable notice.

INTEGRITY

TR does not tolerate any form of bribery. Anyone associated with the Company must not offer, give, or receive bribes or any form of corrupt payments.

All TR suppliers are expected to understand the rules within their own jurisdiction. They are also expected to abide by the Company's Anti-Bribery Policy.

ENVIRONMENT

TR is committed to good environmental management across our operations, supply chain and product design. Employees and business partners are expected to comply with all requirements and to report any incidents or conditions that might result in a violation of a law or Company policy.

TR expects our suppliers to use resources efficiently and to minimise the impact of their operations on the environment. Suppliers are also expected to have in place and be working within their own comprehensive Environmental Management System (EMS), certified to ISO14001 [current edition].

On a monthly basis we compile group carbon footprint data, based on energy, fuel and fleet usage. This data allows us to effectively manage and reduce our emissions, and in turn reduce our environmental impact. It is expected that our supply chain complies with these requirements, and we ask that suppliers are prepared to provide this data for their own operations upon request.

TR is committed to providing innovative products, compliant with all applicable environmental legislation. Declarations of compliance to all applicable legal requirements must be made available by the supplier upon request.

HEALTH AND SAFETY

TR is committed to providing a safe and healthy working environment and we expect the same from our suppliers. The well-being of employees throughout the supply chain is paramount. This includes not only their physical health but also their mental health.

TR operates an effective health and safety management system across our operations, with a focus on risk management and prevention. We manage health and safety issues alongside environmental issues within an integrated environment, health and safety (EHS) system, we expect our supply chain to demonstrate this level of diligence.

Every employee has responsibility for maintaining a safe and healthy workplace for all employees by following health and safety rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions as stated in the Company's Health and Safety Policy, we expect our supply chain to adopt the same responsibilities.

DIVERSITY, EQUAL OPPORTUNITIES AND RESPECT

In accordance with our Equal Opportunities Policy the Company is committed to providing and maintaining a working environment that is fair, tolerant and respectful. These values help to create a strong, diverse team all working together in a mutually beneficial environment.

The Company is firmly committed to providing equal opportunities in all aspects of employment and will not tolerate any discrimination or harassment of any kind, as stated in the [Harassment Policy](#), the [Equal Pay Policy](#) and the [Dignity at Work Policy](#).

Our suppliers shall firmly commit to providing equal opportunities in all aspects of employment and will not tolerate any discrimination or harassment of any kind.

OUR QUALITY POLICY

Vision for Quality - The TR Group vision for quality is to consistently deliver a quality product, safely, on time and to budget, by providing Trusted Reliability at every turn to our customers, suppliers, and our people, empowering them to deliver sustainable products and solutions that add value to society and our planet. Fulfilling this vision allows us to maximise shareholder value and deliver an enhanced customer experience.

The quality of TR Group outcomes is the responsibility of every one of us. To achieve that quality outcome and continue to meet customer and regulatory requirements, we expect our TR colleagues and supply chain partners to work in accordance with our processes and procedures and to positively challenge when we don't..

Effective leadership: The leadership team, at all levels of the business, is committed to ensuring the right infrastructure and working environment is in place to support our people to meet business deliverables. Risk is identified and mitigated at the lowest level, with issues escalated only by exception, through a structured framework of meetings and management reviews.

We expect our supply chain partners to also have the requisite frameworks in place that support identification and mitigation of risk.

Challenging culture: We all have a role to play in creating the right culture within the business; a culture where positive challenge is welcomed; where no idea is a bad idea; where working to endorsed process is the only way we should be doing things.

Learning from experience: The environment that we operate in, both now and in the future, means that it is imperative that we plan to deliver exactly what the customer asks for and ensure we deliver it to time, cost, and quality. To do this effectively, we need to be able to identify our weaknesses and address them through sustainable corrective action, ensuring that all learning is embedded back into business process.

Capable team: The most important asset any business has is its people; developing our capability through a blend of structured learning, on the job training and mentoring will ensure we retain the strength in depth and maintain our operational resilience in support of business deliverables.

Efficient process: The Integrated Management System (IMS) will provide a line of sight from the overall vision and strategy of the business down through its policies, processes, and procedures, and hold the requisite operational knowledge and information in support of delivery of strategic business objectives. It will act as a baseline for the management of organisational change and ensure the embedding of identified learning opportunities back into business process.

Processes will be rationalised, delivering sustainable improvement through enhanced ownership and accountability at every level.

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OUR QUALITY POLICY

Engaged stakeholders: The sustained success of the business relies upon the business strategy, policy, objectives, and processes working in harmony as part of a collaborative management system that identifies the needs and expectations of our internal and external customers, supply chain partners, and shareholders, ensuring shared values and goals are realised.

PRODUCT QUALITY

SUPPLY CHAIN PARTNER APPROVAL

Suppliers to TR are initially approved based on the outcomes of a completed Vendor Assessment Questionnaire (VAQ).

Suppliers will additionally be approved by TR for industry specific Approved Vendor Lists (AVL's). AVL approval is based on a supplier's ability to meet core industry requirements. Once approved, suppliers are rated against the following criteria:

1. This Quality and Sustainability Agreement is in place and has top management support from the supplier
2. An effective concern management process is in place at the supplier with escalated support and the supplier shall have the ability to provide comprehensive root-cause analysis and corrective actions in 8D report format (where specially required by the business sector) in time, when non-conformances are identified by TR or TR's customers and reported to the supplier
3. An effective change management process is in place at the supplier and their suppliers and written prior change notification of any delivered products to TR
4. Suppliers will have the ability to provide legislative compliance declarations for their product
5. Suppliers of Proprietary Branded Products shall have the ability to measure and test product in accordance with the specification and submit results when requested
6. Supplier shall have the ability to provide the product approval documentations agreed at the quotation phase and ensure their regular re-validations in time
7. Supplier shall have the ability to provide the quotation phase agreed tests and report and ensure the requested certificates (e.g. CoC)
8. Suppliers in automotive shall have the ability to carry out complex APQP (Advanced Product Quality Planning) process.
9. Suppliers will have systems and processes and personnel in place to identify and control Safety Critical (SC) and Critical Characteristic (CC) features/dimensions on drawings (an example of the control methods required are (but not limited to) SPC, 100% inspection or a Poka Yoke method).
10. Product Safety and Conformance Representative (PSCR)

When required each supplier manufacturing location must identify an onsite Product Safety Representative (PSCR). TR will inform the supplier when PSCR onsite is required.

If a PSCR is required they must have training consistent with VDA guidelines.

If a PSCR is required, it is the responsibility of the supplier to maintain PSCR contacts at each manufacturing location for all their sub tier suppliers and be prepared to provide the sub tier PSCR contact list to TR upon request. When PSCR is not available on site, the supplier will do the proper actions to meet the above requirements.

11. Suppliers are responsible for implementing a comprehensive continuous improvement and zero-defect philosophy that is effectively deployed throughout their organization
12. ESG management and compliance (Environmental Sustainability Governance)
13. Product is delivered on time, has full traceability and in accordance with the stated requirements of the TR purchase order (On Time In Full)

COUNTERFEIT MATERIAL

TR understands the growing impact that counterfeit, fraudulent and suspect items may pose on product safety within the supply chain, including patent and licence infringement. As such, we are committed to establishing processes and procedures to reduce the risk of using and supplying counterfeit products which can include customer approved vendor listing for part specific product.

We expect our supply chain partners to ensure their own processes and procedures are robust enough to prevent any counterfeit product and material entering into their own supply chains.

PRODUCT AND DOCUMENTATION APPROVAL

Any part approval granted is given only for the manufacturing location and processes represented by the submission samples and documentation on a part-by-part basis.

Any changes in manufacturing location or process are required to be documented and re-submitted for approval via the relevant purchasing contact.

Part specific requirements for approval documentation will be agreed at the quotation phase and stated on the TR purchase order and may vary from part to part based on the requirements of TR's customer and business sector.

Where automotive sector documentation is requested, it must meet the latest AIAG or VDA 2 standard including CQI documentation, and any additional information identified on the TR PPAP checklist. Additional customer specific requirements (e.g., Certificates of Conformance, etc.) may be requested for individual parts.

Annual revalidation is required for all PPAP approved product on request/prior agreement.

The requested PPM level of each product must be agreed between the supplier and TR at the quotation phase.

Where the PPM level for an individual product is not defined, the supplier is expected to adopt continuous improvement towards zero defect.

Suppliers of product or services to TR are responsible for retaining documented information that, as a minimum, conforms to the requirements set out in the relevant quality standard (e.g., ISO 9001, IATF 16949, VDA and EN 9120) unless otherwise specified by TR in a contract or purchase order.

PACKAGING AND SHIPMENT

Products must be packaged to protect them from damage and exposure to environmental conditions that may impact product characteristics throughout their transit. Product has full traceability. Packaging must be labelled, to the specified standard, and meet, as a minimum, the following criteria:

- Product is supplied in accordance with the agreements at the quotation phase and the stated requirements of the TR purchase order, the technical drawing specification or standard
- The product description being delivered matches the description on the TR purchase order
- The quantity of product matches the TR packing requirements stated on the purchase order
- Package total weight should not exceed 15kg per item unless product characteristics render this impractical

COUNTRY OF ORIGIN

Customs law requires that the correct country of origin be stated on the commercial invoice and packing list. A certificate of or provided to TR with the necessary country of origin documentation for TR to determine preferential duty treatment or other purposes.

PRODUCT NON-CONFORMANCE

If any defective product is identified by the supplier prior to shipment the relevant TR purchasing department must be informed immediately. The extent of the issue must be reported, and relevant actions agreed to enable the product to be shipped in line with TR purchasing requirements.

If defective product is identified within the supply chain, suppliers will be notified by the relevant TR division and a 24hr supplier response to notification must be acknowledged.

CONTAINMENT AND CORRECTION

The actions required to contain the defect will be dependent on the type of product, the nature of the defect, the location in which the defect was found, and the actions requested by TR customers.

Suppliers are required to implement effective containment within 24 hours from receipt of notification to ensure no further defects are shipped to any TR location. TR must be informed of any defective product already in transit to a TR location or direct to our customers.

Suppliers are requested to take an active role in providing, or supporting, an efficient containment process at any affected TR divisions and customer locations, within the necessary timescales, relevant to the urgency of the concern.

Suppliers will be required to provide documented root cause analysis for the defect and documented evidence of the containment and corrective actions implemented and details of how the effectiveness of these actions has been verified. For the resolution to the problem and the reply to TR follow the global 8D discipline. Actions shall be executed in accordance with the following timeline from the supplier receipt of first notification of the non-conformance:

- a) Containment - 24 hours
- b) Root Cause Analysis - 5 working days
- c) Corrective actions - 10 working days
- d) Closure of 8D - 21 working days

Corrective actions should be comprehensive and focus on system level improvements to avoid recurrence.

TR require all suppliers to provide replacement parts that conform to quality requirements within the specified time frames, if possible.

COST OF POOR QUALITY

Where the customer applies an administration fee for Cost of Poor Quality, this fee can be charged to TR suppliers.

Costs incurred by TR and TR's customers as a direct result of supplier failure to meet TR quality requirements will be assessed separately from the administration fee. The Supplier at fault shall bear all reasonable agreed costs of poor quality, where their fault are proved with evidence. Examples of such costs include, but are not limited to, the following:

1. Sorting of Suspect Material In-House, at Customer Location or Third-Party Warehouse
2. Line disruption/speed reduction
3. Premium freight
4. Premium product cost paid to support production

5. Overtime
6. Outside processing & testing required
7. Rework (e.g. Labour, tooling etc.)
8. Scrap
9. Reimbursement of all charges from customer
10. Added inspection certification of product
11. Warranty costs
12. Onsite verification/audits
13. New product approvals
14. External Lab testing
15. Other related costs

BUSINESS MANAGEMENT SYSTEM

The TR business management system (Integrated Management System (IMS)) provides a line of sight from the overall vision and strategy of the business down through its policies, processes and procedures, ensuring everything we do supports those key objectives.

The management system should hold the requisite operational knowledge and information in support of delivery of strategic business objectives. It is also the primary means of demonstrating compliance and maintaining certification approvals. It should also act as a baseline for managing organisational change, ensuring the embedding of identified learning opportunities back into business process to sustain improvement.

Everyone should understand the need for a management system, their role within it, and also what information you need to do your job safely and where to access that information.

TR expects our supply chain partners to maintain and continuously improve their own business management system, ensuring that, as a minimum, it is certified to ISO 9001 [current edition] and is either certified to or conforms with the requirements of ISO 14001 [current edition].

With regards to the automotive sector, ISO9001 is mandatory, however TR prefer that the supplier be certified to IATF16949 [current edition], or its absence a plan be available for the upcoming certification and for the compliance to the requirements of MAQMSR (Minimum Automotive Quality Management System Requirements for Sub-Tier Suppliers, Sections of IATF 16949 selected for supplier QMS development).

It is the supplier's responsibility to submit copies of both their Quality and Environmental certificates for each shipping location. Information on all certificates must match the name and address on file in the TR system for the manufacturing location.

CHANGE MANAGEMENT

Suppliers undertake to deliver according to the orders. Suppliers shall notify TR in writing of any planned changes at least 90 calendar days (TR Italy – 12mths) prior to making such change. This notification must be accompanied by evidential documentation to support TR evaluation of the risks, costs, impact on the lead time and continued compliance of the product with the required specifications.

Where product approval has been received, suppliers shall not, without prior written consent, make any changes that effect product characteristics and/or manufacturing processes, including, but not limited to changes at:

- a. Design (any product parameters)
- b. Geographic location
- c. Manufacturing location/condition and layout

- d. Production processes (including but not limited to, equipment as tool/ machine/production related software change, process sequence change, relevant sub-supplier manufacturing process changes, change in product handling method, etc.)
- e. Raw materials (e.g. any source changes)
- f. Sub-suppliers (changes of outsourced activities)
- g. Packaging and labelling
- h. Electrical performance
- i. Environmental compatibility
- j. Chemical characteristics
- k. Product reliability throughout product lifecycle
- l. Overall quality of product
- m. Change in productivity, process capability, and costs
- n. Change in product verification method (Change in measurement system elements, such as but not limited to: measuring method, measuring tool/equipment/software, measuring frequency, etc.)
- o. Change in product identification/traceability
- p. Any other changes

Product re-qualification and customer approval (e.g., new PPAP/VDA2 documentation, CQI etc.) is mandated to support any change.

If the supplier does not comply with the agreed change management rules, they will be responsible for all consequent concerns, and they shall bear all incurred costs both at TR and TR customers.

WARRANTIES AND LIABILITY

Requirements of warranties and liability are defined in Terms and Conditions of Trading - Conditions of Purchase published on our website.

This agreement should be read in conjunction with the Terms and Conditions of Trading - Conditions of Purchase.

By signing this Agreement, the supplier is committed to implementing and maintaining TR requirements for Quality and Sustainability. In addition, It is your responsibility that your sub-tier suppliers of product and services are to be compliant in the requirements stated in this document.

Signed: _____

Title: _____ **Date:** _____

REVISION STATUS

Date of Revision	Summary of Change	Page Number/ Clause Number	Approved By
20 JUNE 24 (Rev 12)	Restructure of document	ALL	Global Head of Operational Quality

