



VIRACON®

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Supplier Quality Assurance Manual

Preface

As the leader in glass fabrication, Viracon, in partnership with our suppliers, strives to exceed our customer's expectations. It is through these partnerships that we will continue to grow our business and lead the industry to achieve satisfaction for all stakeholders. The goal is to continually exceed the increasing expectations of our customers.

This Viracon Quality Assurance Manual ("Manual") is based on Viracon's quality system requirements and is considered to be included as part of Viracon's requirements for suppliers. This manual, along with Viracon's Purchase Orders, General Terms and Conditions, drawings, specifications and any applicable warranties or other documentation approved by Viracon will set the expectations for Viracon suppliers.

If there are any questions, please contact a Viracon Commodity Manager. Suppliers shall acknowledge receipt of the manual by returning the signed Page 7 to a Viracon Commodity Manager.



Vision

Through excellent customer service, strong supplier relationships, and an efficient supply chain structure, Purchasing will enable our customers, internal and external, to perform in a seamless, highly profitable, and proficient manner.

Mission

Our mission is to create customer loyalty by providing quality materials and products with professional, responsive service at the best total value, while still adhering to Viracon's values and policies, applicable laws, and best business practices.

Values

The Purchasing department takes pride in applying Viracon's values to our initiatives. Purchasing will build relationships based on integrity, trust, and respect with:

- All internal customers to create a cohesive, high-performing team.
- Suppliers to ensure the best quality and service to achieve the best overall value.
- Each plant within Viracon, Apogee, and all of its subsidiaries to ensure that Viracon leverages its knowledge, talent, and resources.



Supplier Approval

Suppliers that supply materials used by Viracon in production must first be approved and added to form 4.1-392 Approved Supplier-Subcontractor Listing. The Viracon Purchasing department will make the final decision to approve any supplier. Once the supplier is approved, the parties will enter into a master supply agreement consistent with the requirements outlined in this Manual. Once approved, and a supply agreement is fully executed, the supplier will be considered a “Supplier” for the purposes of this Manual.

All Suppliers are encouraged to be certified to ISO 9001 standards. Suppliers who have been certified shall submit a copy of their current certification, along with a completed Supplier survey form, and return these documents to Viracon Purchasing. All other approved Suppliers who are not ISO certified shall complete the survey and provide examples of how they meet each criterion, along with a copy of their current quality manual.

Material Approval

For all new custom or semi-custom material that is controlled by either a Supplier drawing or Viracon drawing, Supplier shall first submit a finished article to demonstrate adherence to the requirements specified in the drawing. For any new or existing material purchased, Viracon may require that the Supplier provide Certificates of Analysis or Certificates of Compliance with each material delivery.

Material/Process Changes

Each Supplier shall notify Viracon Purchasing in writing when there has been any change in Supplier’s process, design, formulation, fabrication, testing, facilities or other material changes affecting the form, fit, function, reliability or interchangeability of Supplier’s product within Viracon’s production processes and use in Viracon products.

Non-Conforming Material

The Supplier shall only ship material to Viracon that meets the requirements as stated in Viracon’s Purchase Orders, drawings specifications, Certificate of Analysis or Certificate of Compliance. If Viracon detects a defect or non-conformity in the material (collectively, a “Non-Conforming Material”), Viracon shall have the discretion to examine, evaluate test and/or sort the material. Viracon will have the right to charge the supplier for the costs of such examination, evaluation, testing or sorting.

Upon confirming a Non-Conforming Material, Viracon will have the right to issue a Supplier Corrective Action Request (SCAR) for the Non-Conforming Material. Within two (2) business days of supplier’s receipt of a SCAR, supplier shall send written acknowledgement. The Supplier’s corrective action to the SCAR shall be completed and described in a written report returned to Viracon within thirty (30) days after the supplier’s acknowledgment. Supplier’s written report shall clearly identify the root cause of the non-conforming material. Viracon expects that any material in the supplier’s inventory that was produced by the supplier within the same or approximate timeframe as the non-conforming material will be evaluated by the supplier for the non-conformance to ensure that additional non-conforming material is not shipped to Viracon.



Proprietary / Confidentiality Information

Suppliers shall have on file at Viracon a signed Confidentiality Agreement. Viracon considers all requests for proposals or quotes, drawings, specifications, Viracon production and technical information, financial information, pricing, Purchase Orders and other documentation related to Viracon's purchase of material confidential and proprietary. This includes, but is not limited to, sample parts, sketches, drawings and specifications which shall remain the property of Viracon. Supplier shall treat the information as confidential unless otherwise agreed in writing from our Purchasing group.

Limits on Receiving Gifts and Gratuities

Viracon and other Purchasing employees and representatives (collectively, the "Company") may not accept gifts, gratuities or services from a single supplier, franchisee, distributor, consultant, customer or other person or firm doing business with the Company (a "Giving Organization") exceeding (a) \$100 per occasion from a single Giving Organization or (b) \$200 in total value for all gifts, gratuities and services from a single Giving Organization during any fiscal year of the Company. Meals and entertainment received by a Company employee or representative from a Giving Organization is not subject to the limitations of (a) or (b) above if an employee or representative of the Giving Organization attends such meal or entertainment event with the Company employee or representative. Generally, holiday gifts sent to a Company employee or representative that are shared with or made available to other employees of the Company (i.e., food, flowers, gift baskets) are not subject to the limitations of (a) or (b) above.

Deviations from Specifications

Viracon expects all material and/or parts supplied to meet all of Viracon's requirements. Non-conforming Materials are **NOT** to be shipped to Viracon without Viracon's prior written approval. The Supplier is expected to complete the Request for Deviation Form (RDF), which can be obtained from Viracon Purchasing, and submit it to Viracon's Commodity Manager. If the RDF is approved, then the RDF will be returned to the Supplier with approved Viracon signatures. A copy of the signed RDF shall accompany all covered shipments to Viracon. **UNDER NO CIRCUMSTANCE WILL PRIOR OR FUTURE VERBAL AGREEMENTS BE ACCEPTED.**

Shelf Life

All material that has an expiration date ("shelf life") must be clearly labeled by the Supplier with the date of expiration. All material delivered to Viracon shall have a minimum of 75% shelf life remaining after the confirmed delivery date.

Labeling Requirements

The following instruction is to be used as a guideline when a Supplier is developing bar code shipping labels for products and material that will be delivered to Viracon. Unless otherwise confirmed in writing by Viracon, USS code 39 will be used to barcode the necessary information. For additional guidelines and references, refer to the Automotive Industry Action Group (AIAG) publication titled "Trading Partner Labels Implementation Guideline # B-10". Items listed below and marked with * shall be bar coded

*1. Part Number: The part number as defined by Viracon and documented on the Purchase Order, which is given to a supplier.



*2. Revision: The Revision is the configuration of the part in a Viracon part specification and or drawing. It is also noted in the item master field for the revision.

3. Description: The description, as stated on the Viracon Purchase Order is also identified on Viracon's part specification and/or drawing.

4. Supplier Name: The name of the party selling the material, product or service to Viracon (whether produced, furnished or supplied) pursuant to an authorized Viracon Purchase Order.

*5. Quantity: The number of parts, items or other units of measure in the container (i.e. pieces, gallons, pounds, etc.).

*6. Purchase Order Number: A Viracon Purchase Order number is a commercial document issued by Viracon, indicating the type of products, material or service, quantities and the agreed upon prices for products, material or services that the Supplier will provide.

*7. Manufacturing Date: The date of manufacture of the material or product at Supplier's facilities, or if not made at Supplier's facilities, the date manufactured at any other specified location – two digits for month, two digits for the day, and two digits for the year.

*8. Expiration Date: The date that the Supplier has deemed that the material is no longer certified for use two digits month, two digits day, and two digits year. This date may be extended if the Supplier performs adequate tests and provides certification that the material or product meets Viracon's agreed upon requirements up to the extended date.

Packaging and Shipment Requirements

Unless otherwise specified by Viracon in writing, packaging shall be at the Supplier's discretion. All material shall be packaged to protect against damage in transit and storage to ensure that the material remains fit for use.

Right of Access

Viracon reserves the right to have reasonable access to inspect of all areas of the Supplier's facility or facilities during normal working hours. Viracon also reserves the right to have reasonable access to inspect any of Supplier's applicable sub-tier suppliers to verify the condition of in-process of finished material, Supplier's processes or Supplier's services. The Supplier's quality control, inspection, and manufacturing processes are also subject to Viracon's reasonable review, verification and analysis.

Conflicting Technical Requirements

In the event of conflicting terms, specifications or other written requirements, the order of priority will be as follows:

1. Supply Agreement and Viracon's General Terms and Conditions;
2. Viracon's Purchase Order;
3. Viracon's Drawing;
4. Viracon's written and/or approved Specification(s); and
5. Industry Standards (i.e. ASTM, DIN, JIS, etc.)

Any conflicting terms, specifications or other written requirements must be brought to the attention of Viracon's Purchasing Department as soon as possible.



Supplier Acceptance and Sign Off:

Acceptance of any Viracon Purchase Order by Supplier means that the Viracon Supplier Quality Assurance Manual is incorporated into the Purchase Order by reference and that Supplier will comply with the requirements in the Manual.

Company Name: _____

Supplier Representative: _____

Title: _____

Date: _____

