



HARVEY VOGEL MANUFACTURING CO.

Custom Metal Stampings and Assemblies



SUPPLIER GUIDE

DOING BUSINESS WITH HVMC



Harvey Vogel Manufacturing

Mission Statement

- To be the leading manufacturer of custom metal stampings, assemblies, fabrications and value added services to a variety of industries.
- To exceed our customers' requirements and expectations in quality, service, and delivery.
- To provide our employees with a high quality work environment that emphasizes safety and personal growth.

Harvey Vogel Manufacturing

Quality Policy

- To manufacture products that meet customer specifications.
- To meet our customers' requirements and expectations in quality, service and delivery.
- To implement preventive measures that will result in continued quality improvement that will reduce costs and enhance customer satisfaction.
- To be committed to regulatory requirements and continually improve the effectiveness of the HV quality system.

INTRODUCTION

Harvey Vogel commits itself to manufacturing high quality parts, providing strong customer service and delivering parts on time. At Harvey Vogel, we are continually striving to exceed our customer's requirements and expectations.

With over 70 years of excellence in manufacturing, Harvey Vogel's team of 180+ dedicated professionals is ready to provide the best solutions to all of our customers' metal stamping and fabrication needs.

Built in 1992, a 132,000 square foot state of the art facility houses over 100 metal stamping and fabrication machines offering the ultimate in quality, speed and reliability. With blanking pressure up to 400 tons, HV can meet the closest, most exacting tolerances in stampings from one millimeter to 36" x 72", using any stampable material. In addition, HVMC has 2 Trumpf L3030 CO2 state of the art Lasers with 8 shelf linear liftmaster automation and a Flow 5-axis dynamic waterjet cutting system that provides low cost, flat blank solutions ideal for prototypes, low to medium production volumes and any parts with demanding geometry that does not lend itself to hard tooling.

We have expanded our operations to a second 71,000 sq. ft. facility in Eagan, MN. Due to proximity to the Minneapolis-St. Paul International airport and major shipping services such as UPS our warehousing and shipping will be handled here - freeing room for new processing capabilities such as laser and waterjet cutting in Woodbury. In the Spring of 2012, assembly and other post secondary operations moved to HV-West in Eagan.

Harvey Vogel will also provide many other value added services including complete tool room and engineering services, plating, painting, welding, leveling, tapping, reaming, pem setting, assembly and more.

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Harvey Vogel is certified to the ISO 9001 Standard. Harvey Vogel complies with all required regulatory requirements. Customers determine the specifications to which Harvey Vogel must manufacture and/or inspect, including MIL, ASME, ASTM, ISO and ANSI. The applicability of national and international requirements is dependent on the type and usage of the product. Harvey Vogel also complies with all local, state and federal environmental and safety guidelines in accordance with OSHA and Minnesota EPA and is certified to the ISO 14001 Standard, Environmental Management System (EMS).

QUALITY

Harvey Vogel Mfg. Co. has a reputation for providing Quality Products and Services. In order to support this effort, we expect our Suppliers to have a Documented Quality Management System that includes the Suppliers intent to provide Quality products and services, to provide the resources and training needed to deliver on this intent, and to continually improve their capabilities to meet our expectations. We strongly urge our Suppliers to develop a system in line with the ISO 9001 and ISO 14001 Standard.

A critical element of the system is the ability to identify and correct problems when and if they occur. Harvey Vogel Mfg. Co. expects Suppliers to notify us of any product that does not meet specifications, to isolate problem products and act on resolution of the problem, and to provide documented Corrective Action when requested.

Harvey Vogel Mfg. Co. reserves the right to audit the Supplier's Quality Management System for effectiveness. Prior to the audit, key Supplier personnel will be contacted to set up a date and time, and the nature and scope of the audit will be communicated. In order to maintain your Quality Management System, we recommend that you develop an Internal Audit program that monitors and reports performance issues to management on a regular basis.

Finally, we encourage our Suppliers to use Preventive measures to control their processes. Inspection after processing is less effective and more costly. In order for all parties to continually improve, predictable outputs of processes are required. We encourage the use of Statistical Process Control and Capability Studies as an element of this control.

SUPPLIER SURVEY AND AUDIT

Harvey Vogel will provide a Supplier Quality Survey form for completion. **A copy of this survey from the supplier must be on file at HVMC. (See example in Appendix)** In addition to this evaluation, an on-site Quality System Audit may be conducted based upon the service supplied and prior experience with the supplier. The quality representative or other qualified auditor will lead the audit team.

In general, the audit will be based on the quality systems requirements as described in the ISO 9001 Standard and the supplier's response to the supplier survey. A copy of this audit will be sent to the supplier for the supplier's records and to be used as an input for supplier selections.

- Areas that are evaluated include:
- Management Responsibility
- Quality System
- Contract Review
- Document and Data Control
- Purchasing
- Control of Customer Supplied Product
- Product Identification and Traceability
- Process Control
- Inspection and Testing
- Control of Inspection, Measurement and Test Equipment
- Inspection and Test Status
- Control of Non-Conforming Product

- Preventative and Corrective Action
- Handling, Storage, Packaging, Preservation and Delivery
- Quality Records
- Internal Quality Assessment
- Training
- Statistical Techniques
- Supplier and Part Approval

Suppliers and sub-contractors must be approved before providing services to Harvey Vogel Mfg. Co. Selection of sub-contracted supplies and services will be based on the forecasted amount of yearly activity and complexity of work or processes. Only those sources list on the Approved Vendor List (AVL) may be used unless approved by the customer, Director of Quality or President. Part approval will be done on an individual basis and will be noted on the purchase order. If the supplier/sub-contractor has questions or concerns or cannot perform the work, the supplier is to notify the Purchasing department and other arrangements will be made per HVMC procedures.

CONTRACT REVIEW

Should a supplier be unable to meet the requirements contained in this manual, Harvey Vogel Purchasing or Quality should be contacted in regards to all desired exceptions.

PROCESS DOCUMENTATION

All suppliers must have documentation to support the specific process and routing method to be used. This documentation must be current to the drawing revision specified on the Harvey Vogel purchase order.

This process documentation must include data on approved gauging and test equipment. This documentation must include all inspection and test requirements and documentation. All documents must carry issue and revision dates.

Upon issuance, the documented process becomes the only authorized manufacturing method and regular production material shall be manufactured in accordance with it.

Any change in the defined process that could potentially affect the product conformity to print or specification requirements must be submitted to Harvey Vogel for approval prior to use. Failure to comply with this section shall place full responsibility with the supplier including any/all Harvey Vogel rework costs.

REWORK PROCESS AND CONTROL

Suppliers, which find it necessary to rework Harvey Vogel parts, must have an appropriate repair process documented. Re-inspection must be completed after the repair process and all specification requirements must be met.

The only exceptions are products that go through the original process and are restored to full compliance with all Harvey Vogel requirements.

QUALITY ASSURANCE REQUIREMENTS

Harvey Vogel Mfg. Co. expects suppliers to review specifications and product requirements prior to accepting the order. This review should result in a planned and documented method for controlling processes and products to meet these requirements. Harvey Vogel Mfg. Co. may request product conformance documentation on the first run and subsequent runs. When this is expected, the requirements will be documented on the Purchase Orders.

Suppliers are responsible for the Quality of their work. Therefore, even when not required on the Purchase Order, Suppliers should evaluate processes and products to their documented methods and assure that defective product is not passed on to the next operation or to Customers. Methods to deal with out-of-control conditions must be established. This may include a Nonconformance or Reject system, Material Review and Disposition, Corrective Action, and Preventive Action methods.

ENVIRONMENTAL MANAGEMENT REQUIREMENTS

Harvey Vogel Mfg. Co. expects suppliers to embrace and implement the intent or principles of ISO 14001 to the extent deemed applicable to each company.

HVMC SUPPLIER CODE OF CONDUCT POLICY

Harvey Vogel Mfg. Co. expects each of its Suppliers to conduct its business in a socially responsible manner with a high standard of integrity. This HVMC policy is spelled out in Harvey Vogel Manufacturing Co. Supplier Code of Conduct Policy located in the Appendix.

REQUEST FOR CORRECTIVE ACTION

Suppliers will immediately correct conditions, which may result in defective materials or services. Harvey Vogel feedback about such conditions will be communicated to the supplier by a formal Corrective Action Request, along with a copy of the discrepancy report, if appropriate. The supplier shall investigate the complaint and take corrective action to prevent recurrence. The Corrective Action must be completed and returned to Harvey Vogel within 30 Days or as indicated on the request form.

WAIVERS FOR NON-CONFORMING MATERIAL

When the Suppliers is unable to produce a product to requirements due to a non-recurring problem and if the defect does not negatively impact form, fit, or function, the Supplier may request a Waiver or Deviation. This must be documented and approved prior to delivery. (Harvey Vogel Mfg. Co. has a form available for this use if the Supplier does not have one.) Approval by Harvey Vogel must include sign-off by Quality and may also require approval by Harvey Vogel's customer and other key personnel.

PACKAGING

All material/product shipped to Harvey Vogel Mfg. Co. must be packaged in a manner that prevents deterioration or damage to the goods. All containers the property of HVMC must be returned. Any special packaging requirements will be noted on HVMC's purchase order.

PRODUCT IDENTIFICATION

Supplier must effectively label parts so they are identifiable by both the transfer method and by HVMC Receiving staff. The Supplier may use either:

1. **HVMC's "Lot, Dot, and Tag" Label:** The HVMC supplied "Lot, Dot, and Tag" Label (**See example in the Appendix**)
2. **Supplier's Own Label:** as long as it contains part # and quantity. In addition, all packaging must meet Harvey Vogel's requirements specified on the Purchase Order.

The Supplier may choose to label parts in the following methods:

1. **Master Label:** The label identifies an entire pallet of same parts.
2. **Individual Pan/Box/Container Labels:** Labels are attached to each pan/box/container and indicate the quantity of parts in each given container. NOTE: If the Supplier chooses this method, the Supplier must ensure the quantity counts are correct for each container.

It is important that the quantity count on the containers match the quantity count on the packing slip and invoice

PARTNER'S CONTINUOUS IMPROVEMENT PROGRAM

HVMC has grown to appreciate the mutual benefits of partnering with both Customers and Suppliers. Many of our customers demand cost decreases on an annual basis – we've been able to provide these decreases by thinking creatively and improving processes, not just cutting margins. Oftentimes, the process improvements we put into place don't only benefit the customer asking for cost decreases, but they make HVMC a better supplier overall.

Partnership is the cornerstone of our continuous improvement plan. Through open and honest communication and better planning, HVMC and its suppliers work together to achieve the following mutual benefits:

- Improved Operating Efficiencies
- Increased Responsiveness
- Enhanced Profitability
- Greater Industry Knowledge

Gaining more business will be the reward for those suppliers who choose to participate. Conversely, those who do not participate in this program may well lose business.

SUPPLIER RECOGNITION PROGRAM

On a yearly basis, HVMC will review the performance of our Suppliers. This review will be based on the Supplier Evaluations (outline following) completed on a quarterly basis, as well as input from various individuals and departments throughout HVMC. These suppliers who exceed our expectations or arise to occasions when our partnership is needed, will be recognized for their efforts.

SUPPLIER EVALUATION AND PERFORMANCE

On a quarterly basis, our Suppliers receive a Supplier Rating Report (See example in Appendix) that contains an evaluation of the following four areas:

- Quality
- Delivery Performance
- Competitive Pricing
- Business Practices

To remain as an approved source, it is mandatory that each supplier maintains acceptable ratings in Quality and Delivery Performance. Suppliers unable to maintain such ratings in the majority of categories listed on the assessment may be subject to the Terms of Probation. Suppliers receiving high ratings in these categories will receive more business as it is made available through the elimination of poorly performing suppliers. The Supplier Report Card at the back of this manual contains the criteria for the above listed areas.

Quality

Harvey Vogel Mfg. Co. calculates each supplier's quality rating in terms of cumulative PPM and assigns a grading scale accordingly. The PPM numbers established as acceptable reflect those numbers demanded by our customers. HVMC specifies that each approved Supplier/Sub-contractor has a quality system that addresses corrective action including determination of root cause and verification of effectiveness. The supplier report card at the back of this manual contains the criteria for quality expectations.

Delivery Performance

HVMC reviews the on time delivery performance, confirmation practices, and reactivity for each Supplier and compiles a Delivery Performance Rating accordingly.

Competitive Pricing

Suppliers are subject to ongoing quote requests as projects arise throughout the production year. Suppliers must provide competitive pricing in order to maintain a strong business relationship with HVMC. HVMC requests that quotation inquiries be returned to HVMC within 48 hours of receipt. **Suppliers are graded on their responsiveness to quote requests.**

Business Practices

It has become necessary for HVMC to partner with supportive suppliers. In our ever-changing, fast-moving work environment, clear communications must be maintained. Our suppliers keep us apprised of changes in the industry by providing on-site and off-site seminars, and plant tours, and by making visits to our facility with key personnel. This section rates the suppliers ability to meet HVMC's expectations in terms of Communication, Business Support, and Packaging Requirements.

TERMS OF PROBATION

A supplier unable to maintain acceptable scores as assessed on a quarterly basis may be placed on probation until the supplier has put an effective corrective action plan into place. Notification of Probation will be given as per the Corrective Action Form found in the appendix. Upon receipt of formal notification, the Supplier has thirty (30) days to respond with a formal plan that addresses corrective action as well as proposed implementation dates. The formal plan must be sent directly to the Buyer and must be accompanied by a signed copy of the Corrective Action Form. The length of the probationary period is established by the buyer and is made based on implementation dates outlined in the proposed corrective action plan and also on the severity of grading failure.

The supplier may be re-approved based on the following:

- Evidence of effort made toward continuous improvement in those areas designated.
- Evidence that the supplier's formal corrective action plan is being/has been implemented.
- Verification that the corrective action has been effective.

Suppliers unable to develop an effective corrective action plan within the designated period of probation will have their approval status revoked. As such, the supplier will no longer participate in any form of business with HVMC.

APPENDIX

- General Purchase Order Terms and Conditions
- Confidentiality Agreement
- Harvey Vogel Manufacturing Co. Supplier Code of Conduct Policy
- Lot, Dot, & Tag Label
- Supplier Rating Report
- Corrective Action Form
- Supplier Quality Survey
- Harvey Vogel Supplier Acknowledgement

• **GENERAL PURCHASE ORDER TERMS AND CONDITIONS**

1. **ACCEPTANCE:** This purchase order constitutes an offer made by Purchaser referred to in Purchaser block on front of this purchase order. Return of the acknowledgement copy of this purchase order, signed by Vendor's unconditional acceptance of Purchaser's offer. If Vendor desires any modification whatsoever in Purchaser's offer, Vendor shall notify Purchaser, in writing. This offer expressly limits acceptance to the terms stated in this purchase order. The terms and conditions set forth in this order constitute the entire agreement between the parties, hereto, and no modification hereof shall be binding unless mutually agreed to in writing. The receipt by Purchaser of any quotation form, sales confirmation or other proposal shall not, in the absence of a written acknowledgement by Purchaser expressly agreeing to same, have the effect of changing in any manner or adding to the terms and conditions hereof.
2. **CHANGES IN ORDER AS ACCEPTED:** Purchaser reserves the right at any time to make changes in time of delivery, drawings and specification, and material used or work covered in this order. If any such change causes an increase or decrease in Vendor's performance, then an equitable adjustment in price and time for Vendor's performance will be made, either for the benefit of Vendor or Purchaser, as the case may be, and this order modified accordingly, in writing.
3. **PRICES:** The prices on this order are in effect and may be altered only through agreement evidenced by written revision of this order before the material is delivered.
4. **DEFECTIVE GOODS:** If drawing and specifications are furnished by Purchaser, approval of any sample, receipt of goods, or materials, or payment for any goods or materials, by Purchaser, shall not constitute a waiver of such inspection or an acceptance of such goods or materials, or relieve Vendor of any of its obligations and warranties under this purchase order nor relieve Vendor from strict and full compliance with such drawing and specifications. Articles or goods not conforming to such drawing and specifications may be rejected and returned by Purchaser for credit or refund of purchase price. The risk of loss with respect to all non-conforming goods and materials shall be borne by Vendor. Transportation charges for shipment to Purchaser and all expenses of unpacking, examining, repacking, storing, and transportation cost to reship such non-conforming goods and materials shall be paid by Vendor.
5. **MATERIAL FURNISHED:** Title to all material furnished by Purchaser on other than a charge basis shall at all times be and remain in Purchaser. Vendor agrees to account for all such materials to the sole satisfaction of Purchaser for all costs to replace such materials. Material furnished by Purchaser shall be kept separate from other materials and shall be clearly identified as property of Purchaser. Vendor assumes all liability for loss or damage and agrees to supply detailed statements of inventory as requested. Vendor agrees to notify Purchaser of receipt of material furnished, either directly or through a third party, by the Purchaser.
6. **ADDITIONAL PARTS:** Purchaser shall have the right to purchase from Vendor additional parts for service requirements at a negotiated price until such time as Purchaser has authorized tool disposition.
7. **PATENT INDEMNITY CLAUSE:** Vendor hereby warrants that the goods purchased hereunder and the sale or use of them will not infringe any United States Letters Patent and foreign Letters Patents or Trademarks. Vendor agrees to indemnify and hold harmless Purchaser, its successors, assigns customers, and users of its products any loss, damage, liability, costs, and expenses which may be incurred as a result of, and/or in defending or settling any suit, claim, judgment or demand involving infringement or alleged infringement of any United States Letters Patent and foreign Letters Patents or Trademarks by the sale or use of the goods purchased hereunder. Vendor agrees that it will, when so requested, provided it is given reasonable notice of the pendency of any such suit, claim, or demand, assume the defense of Purchaser, and/or its successors, assigns, and customers, and users of its products against any such aforementioned suits, claims, or demands.
8. **VENDOR'S WARRANTY:** Vendor warrants that all products, goods, and services delivered or furnished pursuant to this order will conform strictly to specifications, models, drawings, samples, and descriptions furnished or designated by Purchaser, and will be merchantable, of good material and workmanship, and products of goods of Vendor's design will be fit in every respect for the purposes intended. Vendor's warranty is for Purchaser, its successors, assigns and users of its products, and shall be construed as a condition as well as a warranty.
9. **COMPLIANCE WITH LAWS:** Vendor agrees to comply with all applicable State, Federal, and Local Laws, orders, and regulations.
10. **CONTRAVENING LAW:** Should any term or provision contained in the contract contravene or be invalid under applicable law, the contract shall not fail by reason thereof, but shall be construed in the same manner as if such term or provision had not appeared therein.
11. **DELAYS AND TERMINATIONS:** Vendor agrees to notify Purchaser immediately of any matters or events that may delay delivery of the goods or services herein ordered. Neither party shall be liable for failure of performance due to strikes, fires, accidents, and acts of the government including any preference, priority, or allocation order or other causes beyond its control. Vendor understands and agrees that time is of the essence of this purchase order and further agrees that deliveries will be made in such quantities at such times and at such places as Purchaser may from time to time direct and Purchaser has the right to reject any shipment which does not conform to such directions and to return such goods or materials to Vendor, at Vendor's risk and expense. The happening of any of the following events shall be grounds for immediate termination by Purchaser, insolvency of Vendor, the filing of a voluntary petition in bankruptcy by vendor; the filing of an involuntary petition to have Vendor declared bankrupt, provided it is not vacated within thirty (30) days from date of filing; the appointment of a Receiver or Trustee for Vendor provided such appointment is not vacated within thirty (30) days from the date of such appointment; the execution by Vendor of an assignment for the benefit of creditors, or in the default by Vendor under any of the General Conditions or other terms of this purchase order.

12. **DIES, JIGS, TOOLS, AND PATTERNS:** If this purchase order is for special dies, jigs, tools, and patterns for use in the manufacture of goods for Purchaser, or if the price is to be paid for the goods on the face of this order includes the cost of dies, jigs, tools, and patterns for use in the manufacture of goods for Purchaser, then such dies, etc. shall be and become the property of Purchaser, and shall be clearly identified as the property of Purchaser, at any time without further charges of any nature. Such dies, jigs, tools, and patterns shall be kept in good condition by Vendor, without expense to Purchaser, excepting the actual cost of changes due to Purchaser's change of designs or specifications, which shall be paid by Purchaser. Such tools, dies, jigs, and patterns shall not be used to fill purchase orders other than those of Purchaser or be disposed of, except with the written consent of Purchaser. Upon cancellation or termination of this purchase order for any reason whatsoever, Vendor shall prepare such tools, dies, jigs, and patterns for shipment and dispose of them as Purchaser shall direct. Vendor agrees to insure against loss, damage, or destruction of such dies, jigs, tools, and patterns, and will hold Purchaser harmless from any loss, damage, or the like to such dies, etc., and further agrees, at Vendor's expense, to replace or pay Purchaser the cost thereof in the event of such occurrence which is not caused by the fault of Purchaser.
13. **TITLE TO DRAWINGS AND SPECIFICATIONS:** Purchaser shall at all times have title to all drawings and specifications furnished by Purchaser to Vendor and intended for use in connection with this purchase. Vendor shall use such drawings and specifications only in connection with this purchase order and shall not disclose such drawings and specifications to any person, firm or corporation other than to Vendor's or Purchaser's employees, subcontractors or government inspectors. Vendor shall upon Purchaser's request, promptly return all drawings and specifications to Purchaser.
14. **CANCELLATION BY PURCHASER:** Purchaser reserves the right to cancel this order, or any part thereof, at any time, though the Vendor is not in default hereunder, on 90 days written notice to Vendor in the event of such cancellation. Purchaser shall pay for all goods and services delivered, completed, and acceptable to Purchaser. Purchaser shall not be liable for any cancellation charges, penalties, costs, damages or other liabilities. Exercise by Purchaser of the rights to cancellation reserved in this Paragraph (14) and Paragraph 11 hereof shall give rise to not liability on the part of Purchaser, and shall not have the effect of waiving damages to which Purchaser might otherwise be entitled.
15. **CANCELLATION BY VENDOR:** In the event that Vendor desires and requests, in writing and receives permission for, cancellation of this order prior to the completion of the services or delivery of the total goods specified herein, Purchaser shall not be obligated to pay Vendor the goods and materials in process, but shall only be obligated to pay Vendor for those finished goods delivered, or services rendered, which are acceptable to Purchaser, as of this effective date of such cancellation, which date shall be the date of acknowledgement and agreement by Purchaser to Vendor's desire to cancel this order, provided, however, that Purchaser shall be obligated to pay for the tools, dies, jigs, and patterns included under this order only to extent that such tools, etc., have been completed to the specifications thereof, or to the specifications of the goods for which such tools, etc., regardless of the percent of completion, are readily adaptable for use by Purchaser in its own or another vendor's manufacturing facilities. Nothing in this paragraph is intended, nor should such be implied, to be a waiver of Purchaser's legal or equitable rights or remedies for breach of the terms of this purchase order.
16. **INDEMNIFICATION:** Vendor shall take all necessary precautions to prevent the occurrence of any injury to person or property during the process of the work contemplated hereunder and, except to the extent that any such injury is due solely and directly to Purchaser's or its Customer's negligence, as the case may be, shall indemnify and hold harmless Purchaser against all claims, liability, costs, expenses or loss and Vendor shall maintain such Public Liability, Property Damage, Employee's Liability, and Compensation Insurance as will protect Purchaser from said risks and from any claims under any applicable Workmen's Compensation and Occupational Disease Acts.
17. **ASSIGNMENT AND SUBCONTRACTING:** This order may not be assigned or subcontracted in whole or part, nor may any assignment of any money due or to become due hereunder be made by Vendor without the prior written consent of Purchaser.
18. **USE OF PURCHASER'S NAME:** Vendor agrees not to use Purchaser's name, trademarks of the like in Vendor's advertising, or to show parts made for Purchaser's in Vendor's advertising with Purchaser's name, or otherwise use Purchaser's name, trademarks or the like to promote Vendor's sales without prior written permission of Purchaser.
19. **NONDISCLOSURE OF CONFIDENTIAL INFORMATION:** Vendor agrees that for a period of three (3) years from the date of each receipt of written information marked Proprietary or Confidential, or information disclosed orally and identified orally as Confidential or Proprietary at the time of disclosure and reduced to writing and delivered to the Vendor within ten (10) days after disclosure, the Vendor shall not disseminate or publish such information to any other person, firm or corporation, and shall use the same degree of care to avoid publication or dissemination of such information as the Vendor employs with respect to its own information which it does not desire to have published or disseminated. Nothing contained in this nondisclosure agreement, or other paragraphs of this document, shall be construed as granting or conferring any rights by license or otherwise, expressly impliedly, or otherwise, for any invention discovery or improvement made, conceived, or acquired prior to or after the date of this agreement.
20. **RECORD RETENTION:** When certs are required by HVMC, suppliers must retain copies of these certs per HVMC Purchase Order. When certs are requested by HVMC or our customer the supplier will provide copies within a reasonable timeframe.

CONFIDENTIALITY AGREEMENT

Harvey Vogel Mfg. Co. (HVMC) and the Undersigned desire to examine or evaluate a subject of mutual interest relating to possible business relationships between the parties. Accordingly, HVMC may find it desirable or necessary to disclose non-public information, which is considered proprietary and confidential by HVMC (hereafter "Information"). Such Information may include, but not limited to, design engineering, financing, manufacturing, marketing, customers, dealers, personnel, and business plan information. All information will be disclosed for the stated purpose and for no other purpose and the parties and their agents, attorneys, accountants or advisors may review, examine, inspect, have access to or obtain such Information only for the stated purpose, and to otherwise hold such disclosed Information confidential and in trust in accordance with the following understanding:

1. The undersigned shall maintain in confidence Information obtained from HVMC and use such information for the contemplated purpose stated, and shall not be used for any other purpose nor disclosed to any third party without written consent of HVMC. The Information shall be disclosed within the Undersigned Company only on a need-to-know basis. This Information shall be used only within the confines of the Undersigned company and every person viewing such Information shall be made aware of and acknowledge the existence of this confidentiality agreement. No one outside of the Undersigned company shall be given any confidential information without the express written consent of HVMC, unless said party agrees to execute and be bound by the terms of this agreement.
2. The restrictions and obligations of nondisclosure and non use shall not apply to information which: (a) is in public domain at the time of disclosure by HVMC or which later enters the public domain through no-fault of the Undersigned party; or (b) is in the possession of the Undersigned at the time of disclosure.
3. Upon request by HVMC, all Information including but not limited to written printed photographs, drawings, samples, and materials submitted by HVMC to the undersigned, or other tangible documents and all copies thereof, shall be returned by the Undersigned to HVMC.
4. This information will be held in confidence by the Undersigned for a two-year period of time commencing from the date of this agreement, or until HVMC earlier amends or releases the Undersigned from confidentiality.
5. Without the prior written consent of HVMC, the Undersigned shall not make any public announcement or any release to trade publications or the press, or to any third party, with respect to such business relationship, except as may be necessary in the opinion of the respective counsel(s), to comply with the requirements of any law, governmental order, or regulation.

This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter thereof. No modification, amendment, or waiver of any provisions of this Agreement shall be valid unless in writing and signed by a duly authorized officer or representative of each of the parties hereto. This Agreement shall be binding on both parties, their agents, representatives, subsidiaries, assignees, or understanding of how we conduct business.

HARVEY VOGEL MANUFACTURING COMPANY

SUPPLIER CODE OF CONDUCT POLICY

Harvey Vogel Manufacturing Company is committed to operating its business in a manner that is socially responsible. In order to continue to promote this goal, Harvey Vogel Manufacturing Company is requiring that each supplier comply with our “Supplier Code of Conduct” which is modeled and contains language of the Electric Industry Code of Conduct (EICC) principles. For the purpose of this document companies that provide goods or services used in a manufactured product are known as “Supplier(s)”.

Suppliers will comply with this Code in all aspects of their operations that relate to their business with Harvey Vogel Manufacturing Company. Supplier companies will ensure that their employees comply with this Code in all activities related to Supplier’s business with Harvey Vogel Manufacturing.

Business Integrity

Harvey Vogel Manufacturing Company expects each of its Suppliers to conduct its business with a high standard of integrity. At a minimum, each Supplier must conduct business in accordance with applicable laws, rules, and regulations regarding business ethics, including those dealing with bribery or other prohibited business transactions.

Environment

Suppliers should strive to minimize impact on the environment from their operations and, at a minimum, must operate in compliance with applicable environmental laws, rules, regulations, and ordinances.

Employment Practices

1. Suppliers must not utilize involuntary labor of any type. This shall include, but not limited to, forced, indentured, bonded or prison labor.
2. Suppliers must not utilize child labor.
3. Suppliers must comply with all applicable laws and regulations relating to labor practices and applicable wage and hour laws.
4. Suppliers must uphold the human rights of workers, and treat them with dignity and respect. Suppliers shall not subject any employee to physical, sexual, verbal or other forms of harassment, coercion or abuse.
5. Suppliers shall comply with all applicable safety and health laws, regulations and practices. Comply with Harvey Vogel Manufacturing rules and regulations while on Company property. Suppliers must have and implement effective programs to promote the foregoing.

Gifts, Entertainment and Improper Payment

Bribes or other means of obtaining undue or improper advantage shall not be offered or accepted by Supplier. It is the policy of Harvey Vogel Manufacturing to exercise moderation in the use and acceptance of gifts, entertainment, and any other common business courtesies. In all cases, the use of bribes, secret compensation or kickbacks is improper and will not be tolerated.

Conflict of Interest

Harvey Vogel Manufacturing Company employees and their family members may not serve as officers, directors, or agents of a Supplier.

Disclosure of Information

Information regarding business activities, structure, financial situation and performance is to be disclosed in accordance with applicable regulations and prevailing industry practices. The privacy of data regarding Supplier and Harvey Vogel Manufacturing Company employees will be respected in accordance with applicable laws.

Intellectual Property

Intellectual property rights are to be respected. Supplier shall maintain procedures that reasonably ensure the Harvey Vogel Manufacturing Company's confidential information will not be improperly used or disclosed.

Fair Competition

Supplier shall comply with antitrust laws applicable to its business activity. Supplier shall compete fairly and ethically within the framework of applicable competition and anti-trust laws.

Compliance

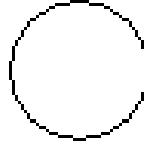
Suppliers must maintain documentation reasonably necessary to show evidence of compliance with the code. Such documentation must be made available to Harvey Vogel Manufacturing Company upon reasonable advance written request. Failure to comply with this Code may subject a Supplier to possible termination of its business relationship with Harvey Vogel Manufacturing Company.

Printed: 02/10/2010

10:04 am



HVMC Move Ticket



NO DOT: Product Being Processed In Plant
YELLOW: To Outside Services
BLUE: Product Requires Inspection
GREEN: Accepted Finished Goods
RED: Reject
WHITE: Requires Additional Processing After Outside Services

Customer: _____

Part #:

187629



Description: A43424 FRAME LID

Revision:

A06

Job #:

035160



Asm:

0



Qty:

215

Next Sequence: 80 Operation: 615 Work Center: 203

Date: _____

Operator: _____

Comments: _____

Form Q4.8.2-1

Rev. January 2010



SUPPLIER RATING REPORT

SUPPLIER: _____

FOR PERIOD: _____

QUALITY: (35% of Total Score)

Quality Score: _____

Does the supplier maintain a low PPM? (20 pts)

of Parts/Lbs.

of Rejects

PPM

Score

Are rejected parts/material dispositioned within 48 hours of rejection? (7 pts)

Does the supplier work to resolve quality issues expeditiously and provide effective corrective actions supported by fully researched root cause? (8 pts)

DELIVERY PERFORMANCE: (35% of Total Score)

Delivery Score: _____

Has the supplier maintained an acceptable on-time delivery percentage? (20 pts)

of Receipts

on Time

% On Time

Score

Is the supplier reactive to unanticipated needs and able to ship orders as initially confirmed? (15 pts)

COMPETITIVE PRICING: (20% of Total Score)

Pricing Score: _____

Does the supplier maintain competitive pricing throughout the quarter? (15 pts)

Does the supplier perform quote requests within 48 hours of request? (5 pts)

BUSINESS PRACTICES: (10% of Total Score)

Practices Score: _____

Does the supplier effectively support HVMC employees in terms of technical assistance, prompt acknowledgements, accurate invoicing, and good business practices? (5 pts)

Is the supplier fully compliant to HVMC's packaging and labeling specifications? (5 pts)

OVERALL COMMENTS:

Overall Score: _____

SUPPLIER STATUS:

Outstanding = 95% Total or More
Good = 85% to 94% Total
Acceptable = 73% to 84% Total
Needs Improvement = 63% to 72% Total
Unacceptable = 62% Total or Less

Any supplier with an "Unacceptable" rating in a 3 month period or 2 "Needs Improvement" ratings consecutively must complete a Corrective Action Form (attached) and return to HVMC within 30 days to improve their rating.



CORRECTIVE ACTION REPORT

CAR # _____



HARVEY VOGEL MANUFACTURING CO.
425 WEIR DRIVE • WOODBURY, MN 55125-1200 • PHONE (651) 739-7373 • FAX (651) 739-8666

[TOC](#)

<input type="checkbox"/> Internal <input type="checkbox"/> External (Customer Generated) <input type="checkbox"/> Audit Finding (Internal or External)			
PART NUMBER:		REV:	
JOB NUMBER:		DATE:	
CUSTOMER:		SUPPLIER:	
DIE NUMBER:		LOT QTY:	REJ. QTY:
PROBLEM DESCRIPTION: (Why the product is nonconforming and to what dimension, specification or requirement.)			
ORIGINATOR:		DATE:	
ASSIGNED INVESTIGATOR:		DUE DATE:	
ROOT CAUSE: (Why or how did the problem occur? Maybe more than one Root Cause, Primary, Secondary, etc.... Note: "Operator Error" by itself is not an acceptable root cause.)			
CONTAINMENT ACTION: (What has been done to isolate the problem from the Customer and additional processing? Include purging the inventory where applicable)			
IMMEDIATE ACTION: (What has been done to fix the immediate cause of this incident?)			
CORRECTIVE ACTION: (What has been done to prevent recurrence of this problem?) Are there other similar parts this C/A should be applied too? <input type="checkbox"/> YES <input type="checkbox"/> NO If YES, list them and apply this C/A. _____			
Effective Date(s): _____ Note: If more than one C/A is taking place list Effective Dates for each item, if different.			
VERIFICATION: (Objective evidence of implementation – attach copy)		<input type="checkbox"/> Other (explain)	
<input type="checkbox"/> Process change notice completed <input type="checkbox"/> Training record completed <input type="checkbox"/> Work instructions DCO'd <input type="checkbox"/> Tool repaired <input type="checkbox"/> Inspection requirements updated			
ASSIGNED INVESTIGATOR SIGNATURE:		DATE:	
REVIEWED BY:	DATE:	<input type="checkbox"/> Approve <input type="checkbox"/> Disapprove	
FOLLOW-UP REQUIRED: <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, WHEN?	
FOLLOW-UP PERFORMED BY:		DATE:	
COMMENTS:			
HAS COPY BEEN SENT TO CUSTOMER?		DATE:	BY:
<input type="checkbox"/> YES <input type="checkbox"/> NO			
Attn: _____		<input type="checkbox"/> FAX <input type="checkbox"/> E-MAIL <input type="checkbox"/> STANDARD MAIL	

*File Original in 3 ring CAR book

*Copies: File Bundle and Inspection File

Form Q1011 Rev F, 8/22/05



HARVEY VOGEL manufacturing co.
Custom Metal Stampings and Assemblies
425 Weir Drive • Woodbury, MN 55125-1200
Phone: (651) 739-7373 • Fax: (651) 739-8666



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Supplier Quality Evaluation

SUPPLIER NAME				DATE
ADDRESS	CITY	STATE	ZIP	PHONE
WEBSITE				FAX

SALES CONTACT	E-MAIL ADDRESS	PHONE
CUSTOMER SERVICE CONTACT	E-MAIL ADDRESS	PHONE
QUALITY CONTACT	E-MAIL ADDRESS	PHONE
RECEIVABLES CONTACT	E-MAIL ADDRESS	PHONE

NUMBER OF EMPLOYEES	MANAGEMENT	PRODUCTION	QUALITY

YEARS IN BUSINESS			
TYPE OF BUSINESS			
<input type="checkbox"/> MANUFACTURER	<input type="checkbox"/> DISTRIBUTOR	<input type="checkbox"/> SERVICE	

QUALITY SYSTEM				
<input type="checkbox"/> MIL-Q-9858	<input type="checkbox"/> MIL-I-45208	<input type="checkbox"/> ISO-9002	<input type="checkbox"/> ISO-9001:2000	<input type="checkbox"/> OTHER

MANUFACTURING CAPABILITIES

STOP HERE - If your company is ISO Certified
Attach your certification and your survey is complete.

All others please continue.

To be completed by HVMC:

SUPPLIER APPROVED BY	DATE	SUPPLIER CODE



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Requirement	Yes	No	N/A
1. Management Responsibility	Yes	No	N/A
1.1. Supplier's management has documented and defined the policy for quality.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2. The supplier has defined and documented the responsibility and authority of personnel who perform work affecting quality and for ensuring the quality system is established, effectively implemented, and maintained at all levels of the organization.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Quality System	Yes	No	N/A
2.1. The supplier has established, implemented and maintains a documented quality system that ensures product conforms to specified requirements. This includes documented procedures and quality records.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2. Quality system procedures are available to personnel responsible for ensuring compliance to requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Contract Review	Yes	No	N/A
3.1. The supplier does have a system that assures the purchase orders are reviewed and that requirements can be met.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2. Before acceptance of the contract, contract change notices or other engineering required changes, the supplier assures requirements are adequately defined and documented.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Document and Data Control	Yes	No	N/A
4.1. Supplier has established and maintains procedures to control all documents and data.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Purchasing	Yes	No	N/A
5.1. Supplier has documented and maintains procedures to assure that purchase product meets specified requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2. Purchasing documents clearly define the product ordered including applicable drawings, specifications, processing requirements and other relevant data.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3. Verification of purchased product is accomplished upon receipt.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4. The supplier affords their customer or regulatory agencies the right to audit at their premises.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Control of Customer Supplied Product	Yes	No	N/A
6.1. Supplier has established and maintains documented procedures for the control, verification, storage, and maintenance of Customer Supplied products.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Product Identification and Traceability	Yes	No	N/A
7.1. Supplier has established and maintains documented procedures that control the identification of product from receiving through installation/delivery.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Process Control	Yes	No	N/A
8.1. Supplier has established and maintains documented procedures that define the method for controlling various manufacturing processes. This shall include the preparation, maintenance, and monitoring of manufacturing plans which contain clear and concise working instructions reflecting requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.2. Supplier maintains accountability and configuration control of all parts during all phases of production.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.3. Supplier has a documented system for control of orders that are split from the original order.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.4. The supplier is approved or uses only customer approved process sources when required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.5. Supplier has procedures and maintains records, which demonstrate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

proper care and control of tooling (eg: accountability, identification, maintenance).			
9. Inspection and Testing	Yes	No	N/A
9.1. Supplier has established and maintains documented procedures for inspection and test activities that verify product compliance to specification, drawings, and the contract.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.2. Supplier inspects the product as required by the drawing, specifications and manufacturing plans.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.3. Supplier checks material test reports against specification requirements. When raw material is accepted based on certifications and test reports, schedules periodic checks made of the product against the specifications, with the frequency based on historical performance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.4. Supplier performs final inspection, which includes verification that all specified inspections, and tests have been completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.5. When required by contract, the supplier shall maintain First Article Inspection (FAI) records. Records shall include detailed data showing complete inspection results of the first production units manufactured.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.6. The supplier has a sampling procedure and plan(s) in accordance with MIL-STD-105 or other statistically correct sampling plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Control of Inspection, Measurement, and Test Equipment.	Yes	No	N/A
10.1. Supplier has established and maintains documented procedures that control and calibrate inspection, measuring, and test equipment including test software and personally owned equipment used for product acceptance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.2. Calibrations are traceable to national standards. Supplier has a system that assures tooling and test equipment meet the requirements of MIL-STD-45662A, ISO10012-1, or equivalent.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.3. Equipment is identified with suitable indicators or an approved identification record indicating the calibration status.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.4. Supplier assesses the validity of previous inspection results when equipment is found to be faulty or out of calibration. Supplier recalls product for re-inspection when the assessment indicates the results may be nonconforming product.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Inspection and Test Status	Yes	No	N/A
11.1. Supplier has established and maintains documented procedures for identification of inspection and test status, which indicates the conformance or nonconformance of product.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Control of Nonconforming Product	Yes	No	N/A
12.1. Supplier has established and maintains documented procedures for the identification, documentation, evaluation, segregation, disposition, and for notification to concerned parties of the nonconforming product.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.2. Repaired or reworked product is re-inspected in accordance with documented instructions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.3. The supplier promptly notifies the customer when it is discovered that discrepant product has been delivered. Notification includes concise description of the discrepancy, part numbers affected, lot identification, quantities, and delivery dates.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Preventive and Corrective Action	Yes	No	N/A
13.1. Supplier maintains documented procedures for implementing corrective and preventive action.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Handling, Storage, Packaging, Preservation and Delivery	Yes	No	N/A

14.1. Supplier maintains documented procedures for handling, storage, packaging and delivery of product.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Quality Records	Yes	No	N/A
15.1. Documented procedures exist for the identification and control of quality records.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.2. Quality records are maintained which demonstrate conformance to requirements and effective operation of the quality system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.3. Retention times for quality records have been established and documented.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.4. Quality records are available for customer and regulatory agency examination.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Internal Quality Assessment	Yes	No	N/A
16.1. The supplier maintains documented procedures for internal quality assessments.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.2. Scheduled and documented assessments are performed based on the needs of the Quality Management System.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. Training	Yes	No	N/A
17.1. Documented procedures are maintained for training needs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.2. Personnel assigned specific tasks are qualified on the basis of education, training, and/or experience. Records of training are maintained.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.3. Effectiveness of training is evaluated and recorded.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Statistical Techniques	Yes	No	N/A
18.1. Supplier maintains documented procedures to implement and control the application of statistical control methods when statistical techniques are utilized.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



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HARVEY VOGEL MANUFACTURING CO. SUPPLIER ACKNOWLEDGMENT

The Supplier is required to acknowledge acceptance of:

- The General Guidelines for Doing Business with HVMC
- The General Purchase Order Terms and Conditions
- The Confidentiality Agreement
- Harvey Vogel Manufacturing Co. Supplier Code of Conduct Policy

The Supplier shall have an authorized person sign, date and return this Supplier Acknowledgment Page to Harvey Vogel Manufacturing Co.

We have read and understand the content and intent, and acknowledge that our Company will comply with the ALL the bullet points listed above.

Name:

Title:

Company:

Signature:

Date: