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BRAY INTERNATIONAL INC. SUPPLIER QUALITY ASSURANCE MANUAL

REVISION 01



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Table of Contents

Table of Contents	2
1 Introduction	3
2 Purpose	3
3 Objectives	3
4 Scope	4
5 Supplier Selection & Assessment Process	4
6 Supplier Monitoring and Goals.....	5
7 Control of Supplier's Subcontractors	6
8 Nonconforming Product and Supplier Corrective Action.....	7
9 Sample (First Article) Requirements	8
10 Production Requirements	9
11 Request for Design/Specification Variation.....	10
12 Logistic, Packaging and Labeling Requirements.....	10
13 Regulatory Compliance	10
14 Definitions.....	11

1 Introduction

2.1 Bray International Company Overview

Bray International, Inc. together with its subsidiaries, divisions, and branches (collectively, “Bray”) is a premier manufacturer of flow control and automation products and related accessories in the world with nearly 40 years of continued success and global operations in over 40 countries.

Bray’s vision is to become the most respected and successful valve, actuator, and controls company globally, with our greatest assets being our employees and customers.

Bray is recognized throughout the world for its commitment to high quality product lines and personalized customer service. Bray’s extensive product portfolio includes high quality brand names such as Bray Controls, Flow-Tek, Tri Lok, Amresist and Bray-Rite.

2.2 Division Breakdown

Bray has several manufacturing/machining/assembly/test facilities which all are ISO 9001-2015 certified and PED/CE Approved, located in Houston, TX, China, Canada, India, Malaysia and Brazil. Bray also has other global assembly/test facilities in, among others, the United Kingdom, Germany, Australia, Canada, Brazil, Argentina, Saudi Arabia, South Africa. In addition, Bray has a global network of sales/support offices both owned by Bray and independent distributors. Each location is locally/regionally managed with a reporting structure to the parent entity, Bray International, Inc. As a Supplier, you may deal with your local or with multiple Bray locations, depending on individual agreements.

2.3 Quality Policy

By performing and monitoring Bray’s activities as specified within Bray’s documented Quality Management System, Bray strives to continue to improve our products, processes and services, in compliance with applicable statutory and regulatory requirements while also meeting or exceeding our customer’s expectations.

2 Purpose

This Supplier Quality Manual (herein “Manual”) serves as a guideline between Bray and its Suppliers with its primary purpose to describe the responsibilities, expectations, and understandings required to establish a mutual partnership.

3 Objectives

Bray and its Suppliers expect to achieve the following objectives by observing the guidelines in this Manual:

- 100% defect-free products or services delivered on time and at a competitive price point
- Continual quality improvements in all aspects of the business
- Timely and clear communication of issues and preventive measures.
- Compliance with statutory, regulatory, other obligations and Bray policies

Bray also expects its Suppliers to adhere to approved processes, requirements, pro-actively manage risk, including mitigating against potential risks in the Supplier’s business.

4 Scope

This Manual is applicable to all Bray Suppliers of purchased materials, parts, and services. It outlines the minimum activities and performance requirements of the Supplier's quality management system and delivery of material.

This Manual:

1. Outlines the process of becoming an Approved Supplier to Bray.
2. Describes tools for continuous improvement necessary to become an Approved Supplier.
3. Addresses Bray's ongoing Supplier Performance Monitoring System.
4. Forms the basis and requirements for any audit conducted by Bray on any of its Supplier's processes and systems.

The Supplier is responsible for reviewing any updates to this Manual and adhering to the requirements.

5 Supplier Selection & Assessment Process

5.0 Questionnaire And Self-Assessment

Potential Suppliers are required to complete the Bray Supplier Self-Assessment Questionnaire and General Business Assessment documentation** prior to approval.

The Supplier Self-Assessment Questionnaire seeks to obtain, among other things, general company information, quality certifications, safety and environmental programs, material control and inspection procedures.

The General Business Assessment gathers information pertaining to a Supplier's status as a Small or Large Business and certifications that apply, *i.e.*, Woman Owned Small Business, Minority Owned Large Business, *etc.* Any other forms that may be required, pertinent to the location of business (Country) laws, regulations & statutory requirements (See 6.3).

5.1 Non-Disclosure Agreement

As a Supplier to Bray, the Supplier must execute a Non-Disclosure Agreement. Pursuant thereto, the Supplier understands and agrees to hold in strict confidence all confidential, intellectual, proprietary and any other pertinent information described in the agreement.

5.2 Supplier Approval Packet

Potential new Suppliers shall complete and submit back to Bray, a packet that consists of the following:

1. Supplier Self-Assessment Questionnaire
2. Signed Non-Disclosure Agreement
3. Signed Supplier Code of Conduct
4. General Business Assessment**
5. W-9**

**** Note:** #4 and #5 from the list above are required in the USA only. Internationally, documents may be substituted for those required for the country in which Bray Subsidiary & the Supplier operates.

5.3 Supplier Evaluation

Upon submission of documentation in the Supplier Approval Packet, representatives from Bray's Purchasing and Quality Assurance departments shall review to determine if the Supplier meets the scope and has the capability to support Bray (*i.e.*, quality programs, compliance, pricing targets, ability to support stocking programs, payment terms, on time delivery targets, *etc.*) and determine if a qualification audit is required to approve/qualify that supplier. Once a Supplier is approved/qualified, Bray will continue to monitor a Supplier's performance, in accordance with Bray operating procedures and Section 7 of this Manual.

6 Supplier Monitoring and Goals

6.1 Supplier Scorecard

Bray scores its Suppliers on a 100-points scale based on a Supplier Performance Monitoring System that breaks down the score by quality, delivery and responsiveness.

This score is communicated to Bray's suppliers monthly by sending their performance scorecard via email to the point of contact designated by each supplier. The Supplier performance scorecard will show:

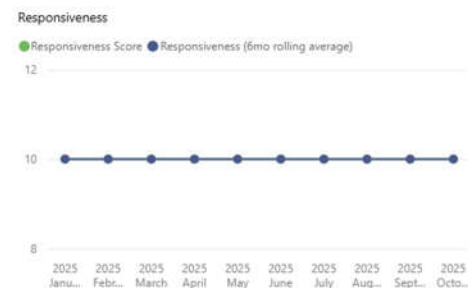
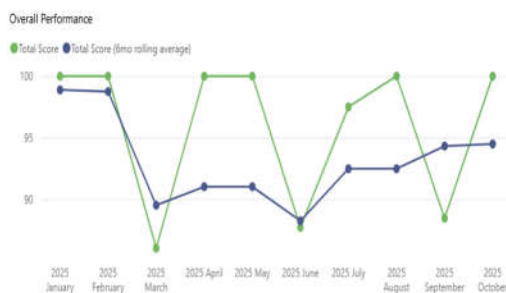
Supplier Delivery Score:



Quality Score:



Responsiveness and Overall Supplier Performance Rating



This monitoring system enables Bray to use it to:

- Establish a baseline for Supplier development and corrective actions
- Award new business

- Promote Supplier lead time improvements through performance information feedback
- Identify Suppliers that need Bray assistance
- Identify Suppliers that have earned recognition

Supplier Performance Categories and Points

Rating/Action Requirements

Regardless of score, positive trends in performance history will give a Supplier increased opportunity to maintain and bid on new business with Bray.

Score of 95 or higher – Preferred Supplier & Business Partner

Preferred business partners maintaining an excellent standard of performance have first opportunity to bid on new business with Bray.

Score of 90 (or higher) – Supplier and Business Partner

Gives a Supplier increased opportunity to bid on new business with Bray. Suppliers are expected to maintain 95 or higher and implement their own Corrective Action to achieve Bray expectations.

Score of 70-89 – Supplier meets Requirements

Supplier is expected to implement its own Corrective Action internally to improve performance. Receiving this score may result in a request for a Supplier improvement or corrective action plan by Bray for review.

Score of 60-69 – Supplier Requires Immediate Improvement

Score is considered unsatisfactory and may put the Supplier at risk of maintaining current business. Receiving this score may result in a more urgent request for a Supplier improvement or corrective action plan. If requested, the Supplier is required to submit the improvement/Corrective Action Plan within 30 days. A meeting may be necessary to review the plan. The Supplier is put on New Business hold until 3-month upward trend in Performance is observed.

Score of less than 60 – Supplier Underperforming

Score is considered highly unsatisfactory and puts the Supplier at risk of maintaining current business. Receiving this score will result in a more urgent request for a Supplier improvement or corrective action plan and a meeting held to review the improvement plan. Shipments that have gone through 100% outgoing inspections for defects may be required by the Supplier until the issue is solved. The Supplier is put on new business hold a minimum score of until 3-month upward trend in Performance is observed.

7 Control of Supplier's Subcontractors

Bray's Suppliers are responsible for the quality provided by their sub-tier suppliers and subcontractors. Suppliers must have a process in place to ensure their sub-tier suppliers and subcontractors comply with all Bray specifications, standards, delivery/quality requirements.

8 Nonconforming Product and Supplier Corrective Action

8.1 Supplier Non-conformances

It is the responsibility of the Supplier to ensure that only conforming product is supplied to Bray. When a product is found to be non-conforming prior to shipment, the Supplier shall determine the scope of the non-conformance and what actions are required for resolution. The Supplier shall report all non-conformances to Bray. All variances shall be requested prior to any rework being initiated. All variances shall follow Bray's Variance Authorization Request (VAR) process.

All non-conforming products found after delivery to Bray will follow Bray's internal identification and control of non-conforming product process. The Supplier has 24 hours to implement containment and five (5) days to provide written response to the non-conformance or Bray will dispose of the non-conforming product accordingly at the supplier's expense. For supplier-fault non-conformances, the Supplier shall be responsible for all (but not limited too) the following associated costs and/or fees:

- Internal (Bray) rework cost including any material cost
- External rework cost including any material cost
- Replacement of product
- Expedite fees of replacement product

Note: Non-Conformance will affect the Supplier Performance Rating.

8.2 Corrective Action

Bray may issue a Corrective Action to Supplier for recurring or systemic issues related to:

- Non-conforming material
- Late delivery
- Incorrect product or quantity delivered
- Poor packaging and handling
- Poor responsiveness

The corrective action request will be delivered electronically. It is the responsibility of the Supplier to determine:

- Immediate containment and actions taken, within 48 hours. This is to be communicated to Bray.
- Root cause and related failure analysis, within 10 days, when reasonable. Root cause is the factor that causes the nonconformance and should be permanently eliminated through the corrective action implementation and process improvement.
- Short- and long-term corrective actions, within 30 days.
- Effectiveness of actions taken to eliminate the Root Cause

The Supplier shall have this response to Bray in a timely manner (less than 30 days.) Failure to do so can affect an approved supplier's status.

Bray may also determine the effectiveness of the corrective action response. Effectiveness can be determined by, but not limited to:

- Incoming inspection
- Supplier review
- Supplier Survey or Audit

- Source inspections

Note: *Corrective Actions will affect the Supplier Performance Rating*

9 Sample (First Article) Requirements

When Bray orders a component from a Supplier that is built to a Bray drawing or specification for the first time, the part must be evaluated through Bray's established Sample Approval Process. The quantity ordered will be determined by Engineering, Quality and Supply Chain representatives. A full Dimensional Inspection Report for all dimensions, requirements and features will be required. Specific requirements will be listed in the Purchase Order such as Testing, Certification, Certificate of Conformance, *etc.* The Supplier's main contact for this process, is the assigned Bray Buyer. w h o will keep the Supplier updated on the status of sample.

When sample components/parts are machined, coated, or otherwise finished by the Supplier or Bray, starting from discrete raw material items such as castings, forgings, or molded parts, the raw material items must be evaluated as samples separately from the finished parts, using distinct reference numbers.

When castings, forgings, or molded parts are made in multi-cavity molds or tools, each cavity is considered a separate tool for sampling and must be evaluated and approved independently from the other cavities. In these cases, at least one sample per cavity is required. In addition, if the part requires final machining, it is recommended that at least one sample from each cavity is machined.

Samples are categorized as follows:

Category A: New tooling or a new part.

Category B: Movement of existing tooling/process to a new Supplier/facility, or because of a recurring quality problem.

Category C: Changes/modifications to existing tooling/processes.

The Bray Dimensional Inspection Report Template will be provided to the Supplier by the Bray Buyer and shall be used.

The results of the layout inspection, including all applicable test results, need to be sent to Bray prior to the shipment of Sample Order Parts. Bray will review the report and send the Supplier a shipment approval, communicating that is "OK to ship" the Order. If there are issues with the results, the Supplier will be given specific instructions on how to proceed, which may include shipment of parts as they are, re-sample instructions, *etc.*

The results of Sample process will be: Approve Sample; Reject – Re-sample required or Reject - Completed. If a resample is required, the Bray buyer will issue a separate Purchase Order to the supplier.

9.1 Name / Location Changes

Once a sample is approved for production units, the Supplier shall maintain the same process, including tooling, test fixtures, procedures, *etc.*

When a manufacturing line for a part whose sample is approved is moved to a different location within a building or to completely different physical location, this requires the Supplier to notify the applicable Bray representative to determine if a new approved sample may be required.

10 Production Requirements

10.1 Production Tooling Approval

If the supplier is changing or planning to implement the use of a new tool or fixture to make a part and that part had a previously approved sample, then a new sample submission is required for that new/additional tool/fixture. The suppliers must communicate this to the Bray buyer to start the SAL process and such tool/fixture can't be used until the new sample is approved.

10.2 Repeatability of Mfg./Supply Chain Requirement

Manufacturing of items shall be processed using the same equipment, tooling, fixturing, process procedures as the Bray-approved sample item(s).

If there is a change with a sub-tier Supplier's manufacturing process which was part of a sample approval process or a change to a new sub-tier Supplier, a new sample for the manufactured item will be required.

10.3 Traceability Requirements

Lot/batch or heat code(s) shall be utilized to establish the traceability of items throughout the manufacturing process when specified and required by Bray.

10.4 Record Retention

All quality records are required to be retained for a minimum of 10 years unless otherwise specified in the purchase order or contract. These records shall be stored in an environment that does not allow for document deterioration. Quality records must be legible and readily accessible upon request by a Bray representative. Digital records are acceptable as long as they are appropriately stored to protect Bray's information, and they are backed up.

10.5 Certification Requirements

The Supplier may be required to provide internationally recognized certifications. These certificates of conformance or declaration of conformity may include but are not limited to ATEX, UL or PED as applicable and communicated to Bray. Supplier is expected to maintain certifications at their own cost. If a certification is no longer held, Bray must be notified in writing immediately.

10.6 Calibration Requirements

Verification testing shall be conducted with calibrated instruments in accordance with ISO17025, latest edition. In addition, instruments used for product acceptance shall be calibrated in accordance with the requirements of ISO17025 labs, with ILAC-MRA acceptance (including seal). Records of calibration and history must be kept in accordance with 11.4 of this Manual.

10.7 Special Processes

Special processes are those processes where some aspects of the required quality cannot be

assured by subsequent inspection of the processed material alone. Manufacturing special processes include welding, heat treating, coating/painting and nondestructive examination. Personnel certification records are required for those performing welding and nondestructive testing. For manufactured material that was subsequently heat treated, copies of the heat treat charts are required. Procedures are required for Special Processes in accordance with ASME Section V (Non-Destructive Testing) and Section IX (Welding, Brazing.)

11 Request for Design/Specification Variation

Suppliers that require a design and/or specification change to Bray's drawings, specifications, or requirements due to inability to manufacture, prohibitive cost or other justifiable reason can submit a Variance Authorization Request (VAR). The form can be obtained from Bray. This request must be approved in writing by Bray prior to submitting any product to Bray that is nonconforming in accordance with a Purchaser Order, specifications, drawings, or requirements.

12 Logistic, Packaging and Labeling Requirements

It is the responsibility of Bray's Suppliers to deliver material appropriately packaged, free of corrosion, damage, and with correct labeling as defined within this Manual or an applicable Purchase Order.

Packaging – all items should be packaged by suitable means to avoid the effects of shock, vibration, physical damage, water vapor, salt spray, condensation, and weather during shipping, handling, and storage.

Openings into valve bodies must be capped, plugged, or sealed. Surfaces of components that provide a sealing surface are required to be protected from metal-to-metal contact and packaged appropriately to preclude damage caused by vibration and/or movement.

Labeling – The following requirements for labeling are as follows

- The minimum label size should be 4 inches (101 mm) high by 6 inches (152 mm) wide
- The label should be white paper with black font
- Handwritten or stenciled label information is prohibited
- Labels shall be affixed in such a manner that the label arrives to the package and allows for the ability to be easily read and accessible

Packing List – The packing list shall contain as a minimum are as minimum the following

- Bray purchase order number
- Line-item number
- Quantity
- Supplier name, address of manufacturer

13 Regulatory Compliance

13.1 Compliance, Regulations & Supplier Code of Conduct

It is **mandatory**, as part of conducting business with Bray, that Suppliers complete and submit

required documentation to meet regulatory requirements to ensure compliance with all applicable laws, including those that may have extra jurisdictional reach (due to Bray's worldwide presence). Bray expects active programs of compliance with child and forced labor laws, REACH, Conflict Minerals, Proposition 65, RoHS and SCIP, among others.

Bray has contracted a 3rd party service, Assent, to assist in our Compliance. Assent may contact Bray Suppliers to ensure compliance with REACH, Conflict Minerals, Proposition 65, RoHS, SCIP and other regulations. As a Bray supplier, you are expected to respond to Assent in a timely manner. Assent provides web-based training to provide guidance on the requirements and documentation to Bray Suppliers and If you have further questions or concerns regarding what Assent is asking of you, please contact your buyer.

Bray is devoted to conducting business in an ethical, legal, and socially responsible manner. To help ensure that our suppliers and partners share this commitment to integrity in all business dealings, all of Bray's suppliers should adhere to Bray's Supplier Code of Conduct. This Code applies to any suppliers working with any Division or Subsidiary of Bray International. The supplier code of conduct detail and what is required of you as a Bray supplier is located at the following location: [Supplier Code of Conduct | Bray](https://www.bray.com/company/partnership/supplier-code-of-conduct) or <https://www.bray.com/company/partnership/supplier-code-of-conduct>

14 Definitions

Approved Supplier: Supplier who has been evaluated by Bray and has been determined to meet the requirements to provide a product or service to Bray.

Audit: The on-site verification activity, such as inspection or examination, of a process or quality system, to ensure compliance to requirements. An audit can apply to an entire organization or might be specific to a function, process, or production step. Some audits have special administrative purposes, such as auditing documents, risk, or performance, or following up on completed corrective actions.

Buyer: Bray Team member responsible for placing orders with suppliers for products or services used in Bray operations.

Cost of Poor Quality: Costs associated with providing poor quality products or services consisting of internal and external failure costs.

Cost of Quality: Is a metric used to define and measure the operational impact of product and process quality.

First Sample: Representative samples of products that will be produced in the production environment. See Sample Approval Process.

In-Process Inspection: Inspection used for recording the result for an in-process quality check for the intermediate and finished component during the production process.

New Business Hold: Term applied when a supplier that is currently on the approved supplier list is not being considered for new business of products/services.

Obsolete Product: Product that is at the end of its product life cycle (no longer sold or supported by Bray and/or its suppliers.)

Quality Management System: A quality management system (QMS) is defined as a formalized system that documents processes, procedures, and responsibilities for achieving quality policies and objectives. A QMS helps coordinate and direct an organization's activities to meet customer and regulatory requirements and improve its effectiveness and efficiency on a continuous basis.

Root Cause: A factor that caused a nonconformance and should be permanently eliminated through process improvement. The root cause is the core issue—the highest-level cause—that sets in motion the entire cause-and-effect reaction that ultimately leads to the experienced problem(s).

Sample Approval Process: A process to review and approve the submission of production sample(s), tests, and reports. It is representative of the manufacturing process, requirements and made with production tooling to the order specifications. Commonly referred to as “first article sample” or SAL. The purpose is to:

- a. Ensure that a supplier can meet the manufacturability and quality requirements of the parts supplied to Bray.
- b. Provide evidence that the Bray engineering design record and specification requirements are clearly understood and fulfillable by the supplier
- c. Demonstrate that the established manufacturing process has the potential to produce the part that consistently meets all requirements during the actual production run at the quoted production rate of the manufacturing process.

Source Inspection: Inspection of purchased products and/or process records at the supplier's premises to verify compliance with requirements before shipment to Bray or the client.

Supplier: An organization that provides a product or service to Bray.

Supplier Performance Monitoring System: A business tool that is used to measure, analyze, and manage the performance of a supplier, reduce risk, and drive continuous improvement.