SUPPLIER MANUAL

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Introduction

This Supplier Manual describes the requirements and guidelines to which a Supplier to Swegon must adhere. Some of the guidelines and requirements are Swegon specific, others are laid down in more detail in various quality and business standards such as ISO 9001 etc. The Supplier Manual is not to be seen as a full and complete description of guidelines and requirements, but as an indication of the lowest level Swegon requires from the Suppliers.

The content of the Supplier Manual may change over time. To ensure that you have the latest version, please contact any representative of Swegon's purchasing organization. Please note that any print-out of this Supplier Manual is an unregistered copy. The latest version can be found on the following web-link: https://www.swegon.com/for-suppliers/

Swegon Business Policy – Quality, Environment & Work Environment

Swegon conducts development, efficient production and global sales of energy-saving products and system solutions for indoor environment with the goal of generating profitable and sustainable growth.

This policy for quality, environment and working environment describes how Swegon in a responsible way relate to their business environment.

- We are genuinely interested in and know our customers' businesses and challenges and are driven by a sincere determination to find the best solution for them and win their long-term confidence
- We create trust by delivering products, systems and services with high security and quality together with informative technical documentation
- With our focus on sustainable development, we create conditions of high energy efficiency and a life cycle perspective in our product- and process development work.
- Through clear communication and continuous learning, we create engagement and a responsible organization with focus on quality, environmental and safety issues that meet internal and external requirements
- We work with continuous improvements and prioritize the work towards a more sustainable and attractive workplace

It is important for us to:

- the product and process development thinking safety, recycling, selecting raw
 materials and processes with as little environmental impact as possible, with the
 balance between what is technically possible, financially reasonable, environmental,
 and labour environmentally justified
- meet and, where relevant, exceed customer specifications, legislation, standards and other environmental or work environment requirements
- systematically monitor and set new business goals with related activity and action plans that lead to continuous improvement for the customer, quality, lead time, efficiency, environment, health and safety
- by transparency and open communication about the quality, environment, and work environment issues we create the conditions for continuous improvements with our internal as well as external stakeholders

Our values: Customer Empathy, Trust and Commitment shall guide us in everything we do, how we act toward each other and in the decisions we make.

2020-09-01 Andreas Örje Wellstam CEO

All suppliers are to be aware of the Swegon Business Policy.

Swegon Supplier Code of Conduct

All suppliers are to follow the Swegon Supplier Code of Conduct.

The latest version of "Swegon Supplier Code of Conduct" can be found on the following web-link:

https://www.swegon.com/about-swegon/sustainability/corporate-sustainability/

Swegon Contact Information

Contact information to the Swegon group production plants and the purchasing organization can be found on the following web-link:

https://www.swegon.com/for-suppliers/

General requirements

All Swegon suppliers are expected to work according to a documented Quality- and Environmental Management system, i.e. ISO9001 and ISO14001 or similar.

All Swegon suppliers are expected to work according to a documented Environmental Policy.

All Swegon suppliers are expected to comply with all laws and regulations that applies to the Supplier's business.

Quoting suppliers are expected to provide information about item weight and country of origin.

When supplier is design responsible, 2D drawing and 3D model should be provided to Swegon.

When ISA is accepted (samples including documentation approved and stored), Swegon will not accept any changes, modifications or adjustments of item or process that may affect form, fit, function or other characteristics of item. Any changes of item or production processes must be communicated and agreed (in writing) with Swegon. In cases where characteristics are not covered by the specification, Swegon will refer to the documented ISA.

Swegon is working with EPD:s (Environmental Product Declaration) on our products. Suppliers working actively with LCA:s (Life Cycle Assessment) and EPD:s will be favored over other suppliers.

Swegon will not accept any items containing a substance included on the Authorization list or the Candidate list (REACH article 33) in a concentration above 0,1 % weight by weight (w/w). Supplier must comply with all provisions of EU Regulation (EC) No 850/2004 concerning persistent organic pollutants (POPs), as amended, including the prohibition of substances listed in Annex I and the restriction of their use in products and materials provided to Swegon. Supplier is expected to provide item table of contents (material specification) free of charge when requested:

https://www.swegon.com/siteassets/for-suppliers/table_of_content_suppliers.zip

Supplier is expected to provide item Nano-certificate free of charge when requested: https://www.swegon.com/siteassets/for-suppliers/supplier nano certificate.zip

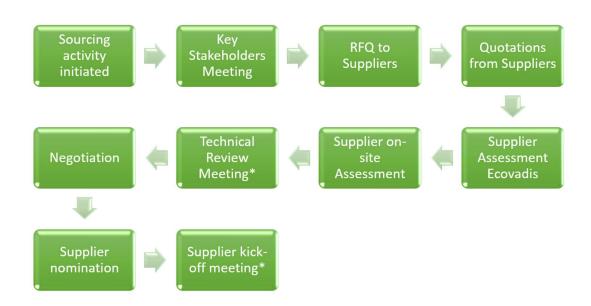
When applicable, a DoC (Declaration of Conformity) is to be provided free of charge.

All electrical items shall comply with RoHS and a certificate is to be provided free of charge when requested.

All items shall comply with REACH and a certificate is to be provided free of charge when requested.

The document terms and general regulatory framework underpinning Swegon's dealings with suppliers and for individual orders must be interpreted in accordance with Incoterms 2010 (international rules for interpretation of trade terms), issued by the international Chamber of Commerce. For individual orders for goods (direct material), please refer to Orgalime S 2012 (unless otherwise specified in a specific supplier agreement). Orgalime S 2012 relates to the terms and conditions for the supply of mechanical, electronic and electromechanical items.

Swegon Sourcing Process



Supplier Assessment Ecovadis

Swegon is using Ecovadis, a sustainability platform for supplier assessments.

Supplier on-site Assessment

Applied on potential and current suppliers.

Swegon supplier on-site assessment is a tool that is used to obtain a deeper knowledge and understanding of a current or potential supplier for Swegon's purchasing organization. The on-site assessment is focusing on routines controlling the production processes and compliance of these routines.

The assessment can be performed on a potential supplier in order to obtain deeper knowledge of the supplier and its routines, before decision making. Swegon can also choose to apply the assessment on a current supplier, either if Swegon is facing repeatedly poor or varying supplied quality, or by other reason. Time consumption of the assessment is normally 8-10 hours, and requires, besides general management representatives, presence of key personnel within the functions Quality, Production, HR, Customer Service and Environmental.

The on-site assessment consists of five (5) chapters focusing on material, production, customer service, environmental and corporate social responsibility. Each chapter includes up to 30 questions which each will be evaluated and given a point on a 0-10 scale. Points will be weighted and summarized, and the total points awarded will be translated into an A, B or C ranking.

A is a well-functioning supplier with only minor deviations. B would indicate a functioning supplier with areas that should be improved. C means a supplier lacking several critical routines and is not desired as a supplier to Swegon.

The completed assessment will result in ranking, findings & summary, and also an action list aiming to improve identified weak areas. The (potential) supplier will receive a copy of the completed assessment in full.

SQAP – Supplier Quality Assurance Program

It is the supplier's responsibility to take necessary action to assure and prove that supplied items meet quality, environmental, form, fit and function standards agreed upon.

Swegon would normally not carry out any form of inspection to verify that the received items are within specification. It is the Supplier's responsibility to ensure that only compliant items are sent to Swegon.

Swegon may request the supplier to assure quality by using all of, or a selection of the below standardized quality assurance tools.

Suppliers delivering custom items and assemblies **will** be requested to ensure quality by using a selection of the tools. Suppliers delivering non custom items **may** be requested to use one or more of the tools. All agreed actions should be performed, presented and accepted by Swegon before start of delivery.

The general purpose of the Supplier Quality Assurance Program is to ensure robust and durable quality & delivery performance.

DPR - Design Producibility Review

The supplier performs a feasibility study and gives Swegon feedback of what could be optimized in order to assure quality and lower costs.

P-FMEA – Process Failure Mode and Effect Analysis

Risk analysis focusing on incoming materials, production processes and transports.

DoE - Design of Experiments

A structured method to identify the supplier's key process parameters and set points in order to ensure robust quality performance.

Control Plan & Process Flow Chart

Describing how the supplier controls the production. Should include a graphical flow-chart Including control points with used method & frequency.

Quality Plan for Sub-suppliers

Describes how the supplier has assured the sub-suppliers & material used.

MSA – Measurement Study Analysis

A practical study analyzing the reproducibility and repeatability of the chosen measurement method, including operators.

Capability Study

Study of a series of items focusing on one or two dimensions or characteristics aiming to identify the process stability. Normally performed on 30 pcs or more.

ISA - Initial Sample Approval

A minimum of 3 items well within specification, manufactured in serial production equipment and under serial production conditions. Including documentation verifying that form, fit & function are met. Will be stored and used as Master Samples by Swegon. The samples are to be separately packed and clearly marked according to instructions in ISA report. The samples are to be sent free of charge.

In cases where items are not fully specified by drawing, Swegon will refer to the approved and documented samples (ISA) concerning form, fit, function or other characteristics requested by Swegon.

R@R - Run at Rate

Full run production test of the supplier's capacity & capability to produce items according to specification in needed volumes.

Claim process

Swegon presupposes that all delivered items meet specification. The target should be zero defects.

In the case of detection of non-conforming items Swegon will start a claim procedure. The claim will include a description in what way Swegon considers the claimed items are non-conforming. Supplier is obliged to respond to claim no later than 48 hours.

If non-conforming items have been detected at Swegon sites the supplier is supposed to take all reasonable actions possible to minimize disturbances at Swegon sites. Action could include swift replacement of non-conforming items, complete and realistic short term plan describing how the supplier will ensure continuous supply. Swegon reserves the right to return, sort or adjust all items of the delivery at the Supplier's expense after contacting the supplier for approval.

If claimed item has been subject of non-conformance before current occasion, Swegon may issue an 8D report, of which the supplier is obliged to complete in full. Report may be issued for first-time deviations. The purpose of the 8D report is to find root cause of the deviation and take appropriate corrective & preventive actions in order to prevent further deviations.

Swegon may issue an administrative fee of € 150 in order to cover part of the extra administration occurred related to the claim procedure. Fee is not applied on first-time claims.

In the case of Supplier serial faults that generates field costs for Swegon, a dialogue will be initiated in each case to discuss occurred costs.

Supply Chain requirements

Delivery Terms

FCA (Free Carrier) goods to be made available for pickup by Swegon appointed forwarder. Routing order to be setup and supplier is responsible for booking of transport.

DAP (Delivered at Place) the supplier takes responsibility for choice of forwarder and booking for pickup.

Delivery precision

Swegon's requirement is that all order lines should be delivered on time. The Supplier is responsible to inform Swegon immediately if a suspicion for delay of a delivery occurs. Swegon can, if the delays results in problem, cancel the order. If the delay is caused by the supplier, the supplier is obliged to compensate Swegon for all extra cost the delay results in.

Bar codes

Supplier should be able to provide Bar codes on demand on labels and documents.

After sales requirements

Items from suppliers shall be available for purchase either as original item or by equivalent component for a period of minimum 10 years after end of serial production for aftermarket requirements.

Warranty conditions

Swegon general warranty condition from suppliers is 36 months after date of delivery. Customized conditions can be negotiated case by case.

Order confirmation

To be sent to the operative buyer within two working days from receiving the order. The confirmation should contain Swegon PO-number, item number, confirmation of quantities and the Supplier's order number.

Invoice

Invoice shall contain Swegon PO-number, item number, quantity, Supplier's invoicing date, invoice number and information indicating partial- or full delivery. NOTE: Only one invoice per pdf-file.

Delivery note

Shall contain Swegon PO-number, item number, quantity, Supplier's invoicing date, invoice number and information indicating partial- or full delivery.

Goods marking

Label on goods shall contain Swegon PO-number, part number and quantity.

Supplier Performance Metrics

The following Supplier KPI's are measured on a monthly basis

Quality

Swegon has chosen to measure their suppliers Quality KPI's according to:

ppm, Number of claimed components compared to number of delivered.

Number of claims; Definition: By Swegon documented deviation.

Number of disturbances; Definition: Swegon Production affected due to supplier deviation.

Delivery

Delivery performance: On time order lines (fully delivered order lines).

Definition "On Time": -4 days – 0 (four days early accepted. 0 days late accepted).

Measurement based on agreed lead time = exact date (day) on the PO.

If FCA: The date stated = Dispatch date

If DAP: The date stated = Arrival at Swegon plant date.

Continuous improvement

Savings compared to last year

Payment Terms

Cost reduction proposals

Innovations/ideas that add value

Non Disclosure / Confidentiality

Confidential Information

For the purpose of this RFQ or communication, "Confidential Information" means all information - technical, financial, commercial or otherwise – which is obtained by the Recipient from the Discloser, whether oral or written for the above-mentioned purpose, including – but not limited to – documents, data or information related to products, technology, methods, material, appliances, design, research, results, specifications, knowhow, trade secrets or marketing activities, etc.

Disclosure Restrictions

The Recipient undertakes to take all necessary measures in relation to such employees to ensure that these do not to forward or disclose any Confidential Information to any third party.

Furthermore, the Recipient undertakes to maintain the necessary confidentiality level in order to protect the Confidential Information as trade secrets in accordance with applicable law.

Return of Confidential Information

Upon request by the Discloser to the Recipient the Discloser shall return all documents and materials that accommodates Confidential Information and the Recipient shall confirm in writing that no copies of the Confidential Information remains in the Recipient's possession.

Term

This Agreement shall apply from the date of information received until five (5) years after the completion of the cooperation between the Parties with regard to the above-mentioned collaboration or until ten (10) years from the date of information received, whichever is later.

Governing law and disputes

This Agreement shall be governed by and construed in accordance with the laws of Sweden.

Dispute arising out of or in connection with this Agreement shall be finally settled by simplified arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration shall take place in Gothenburg, Sweden.

Tooling and test equipment

The Supplier shall be responsible for ensuring that all test equipment and tools owned by Swegon are marked in such a way that it clearly shows it is Swegon property.

Equipment and tools shall be handled and maintained in such a way that damages and production stoppages do not occur. The cost of normal maintenance for this equipment shall be met by the Supplier. Any problems with Swegon's test equipment and tools (and the action taken by the Supplier to rectify the problems) shall be reported to Swegon immediately. It is the Suppliers responsibility to inform Swegon in due time before the tool's end of life.

Item specific equipment is 100% owned by Swegon Operations AB.

The supplier is not allowed to use Swegon owned equipment for anyone except Swegon. The equipment cannot be transferred to any third party.

The supplier is obliged to have valid insurance for item specific equipment owned by Swegon.

Definitions

8D report	Standardized and structured method to identify root cause of failure
DoE	Design of Experiment; method to identify optimal process parameters
DPR	Design Producibility Review
HR	Human Resources
ISA	Initial Sample Approval
Key Stakeholders Meeting	Swegon internal meeting for sourcing start-up
KPI	Key Performance Indicator; performance measurement
M3	Swegon ERP system
MSA / Gauge R & R	Measurement Study Analysis / Gauge Reproducibility & Repeatability. Standardized method to evaluate robustness of a control method
P-FMEA	Process Failure Mode Effect Analysis; a standardized method to identify and rank risks
PO	Purchase Order
PO-number	Purchase Order number
ppm	Parts per million; quality measurement showing faulty parts per million delivered
R@R	Run at Rate; full run production test
RFQ	Request for Quotation
SPC	Statistical Process Control; method to control production processes by monitoring & analyzing production output (dimensions & positions)
SQAP	Supplier Quality Assurance Program
SSA	Swegon Supplier Assessment
Technical Review Meeting	Meeting between Swegon and the supplier during sourcing activity