

	Document Nbr.: 1.01	Page 1 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long / Brad Whitus	Revision: B
Title: Global Supplier Guide & Code of Conduct		Site(s) applicable: All nVent Locations



# Global Supplier Guide & Code of Conduct

*Printed versions of this Guide may not be current. To ensure you have the current version, visit [nvent.com](http://nvent.com) and search Supplier Information.*

Date	Rev.	Originator	Revision History
1-1-2019	A	Michael Tincher	Initial Release
7-8-2019	B	Brad Long & Brad Whitus	Combined with Code of Conduct



Document Nbr.: 1.01	Page 2 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	Site(s) applicable: All nVent Locations

## Table of Contents

1.0	nVent Introduction.....	6
1.0	nVent Values.....	8
1.1	Purpose and Scope .....	9
1.2	Code of Conduct.....	9
1.2.1	Human Rights.....	10
1.2.2	US Supplier Notification of Affirmative Action Efforts .....	11
1.2.3	Prohibition of Bribery.....	12
1.2.4	Anti-Corruption .....	12
1.2.5	Uk Modern Slavery Act / California Transparency in Supply Chain Act .....	12
1.3	Compliance .....	13
1.3.1	Counterfeit Parts.....	13
1.3.2	Conflict Minerals and Mines .....	14
1.3.3	Prohibited Countries and Entities: Denied Part Screening .....	14
1.3.4	Export Control Laws; International Traffic in Arms Regulations.....	15
1.3.5	US Importer Security Filing (ISF) Compliance .....	15
1.3.6	European Union (EU) Import Compliance .....	16
1.3.7	Importer / Exporter .....	16
1.3.8	Country of Origin: Free Trade Agreements .....	17
1.3.9	Counterfeit Parts.....	17
1.3.10	California Proposition (Prop) 65 .....	18
1.3.11	RoHS and WEEE Compliance.....	19
1.3.12	REACH Compliance.....	19
1.3.13	Breach and Termination.....	20
2.0	<b>Supplier Selection, Approval .....</b>	<b>20</b>
2.1	Supplier Selection and Approval .....	20
2.2	Supplier Performance .....	21
2.2.1	Scorecards.....	21



Document Nbr.: 1.01	Page 3 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B

<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	Site(s) applicable: All nVent Locations
---	---

- 3.0 Supplier Expectations.....22
  - 3.1 Non-Disclosure Agreements.....22
  - 3.2 Change Management .....23
  - 3.3 Sub-Tier Supplier Control .....23
  - 3.4 Tooling.....23
- 4.0 Key Roles and Responsibility..... 24
  - 4.1 nVent Sourcing.....24
    - 4.1.1 Strategic Sourcing .....24
    - 4.1.2 Tactical Purchasing .....24
  - 4.2 Supplier’s Organization.....24
    - 4.2.1 Strategic Supply Representative.....24
    - 4.2.2 Tactical Supply Representative .....25
    - 4.2.3 Strategic Quality Representative.....25
    - 4.2.4 Tactical Quality Representative .....25
    - 4.2.5 Product Engineering Representative.....25
- 5.0 Quality Management System.....25
  - 5.1 Control of Documents .....26
  - 5.2 Control of Records .....26
  - 5.3 Continuous Improvement.....26
    - 5.3.1 Lean Enterprise .....27
- 6.0 Product Realization .....27
  - 6.1 Procurement Process .....27
    - 6.1.1 Request for Quote .....27
    - 6.1.2 Purchase Order.....27
    - 6.1.3 Payment Terms .....28
    - 6.1.4 Invoicing.....28
  - 6.2 Product Validation .....28
    - 6.2.1 Production Part Approval Process/First Article Inspection .....28



Document Nbr.: 1.01	Page 4 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B

<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	<b>Site(s) applicable: All nVent Locations</b>
---	--

- 6.2.1.1 PPAP Levels .....29
- 6.2.1.2 Label and Packaging .....29
- 6.2.1.3 First Article Samples .....29
- 6.2.1.4 Annual Part Recertification .....30
- 6.2.2 Process Capability .....30
- 6.2.3 Control Plan .....30
- 6.2.4 Monitoring and Measurement .....31
  - 6.2.4.1. Incoming Acceptance .....31
  - 6.2.4.2 In-Process Acceptance.....31
  - 6.2.4.3 Final Acceptance .....31
- 6.3 Supplier Product/Process Change Request .....31
  - 6.3.1 Change/Approval .....32
- 6.4 Changes Made by nVent .....32
- 6.5 Identification, Handling and Traceability .....32
  - 6.5.1 Identification and Traceability.....32
  - 6.5.2 Handling, Storage, Transporting and Installation.....33
  - 6.5.3 Labeling and Packaging Specifications .....33
- 7.0 Measurement Analysis and Improvement.....34**
  - 7.1 Production and Process Control.....34
  - 7.2 Audits/Assessments.....34
  - 7.3 Control of Non-Conforming Product.....35
  - 7.4 Corrective and Preventative Action .....35
- 8.0 Warranty .....36**
  - 8.1 Warranty and Liability .....36
  - 8.2 Product Warranty .....36
  - 8.3 Liability, Indemnity & Hold Harmless .....37
- 9.0 Transportation and Delivery .....37**
  - 9.1 Shipping Terms.....38



Document Nbr.: 1.01	Page 5 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	Site(s) applicable: All nVent Locations

9.2 Marine Cargo Insurance .....38

APPENDIX ..... 39

APPENDIX A – Definition of Terms / Acronyms ..... 39

APPENDIX B – Supplier Déviation / Change Form ..... 41

	Document Nbr.: 1.01	Page 6 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

## 1.0 nVent Introduction

Just as every idea begins with a spark, we at nVent view the dawn of every sunrise as a new opportunity to ignite innovation. Our inventive solutions benefit customers around the world every day, keeping lights on, data streaming and trains running on time.

From heat trace cables to critical equipment enclosures to labor-efficient fastening systems, we empower customers to improve performance, lower costs and reduce downtime.

We are a \$2.1 billion, high-performance electrical company with a dedicated team of approximately 9,000 people and trusted brands such as CADDY, ERICO, HOFFMAN, RAYCHEM, SCHROFF and TRACER. Known for innovation, quality and reliability, our products connect and protect, consistently delivering value to industrial, commercial, residential, energy and infrastructure customers.

While our name changed in 2018, our products have set the standards for quality for more than a century. Today as nVent, we are focused and forward-looking, ready to build upon our legacy. The future is now.

nVent and its global affiliates (herein collectively, “nVent”) selects suppliers who are passionately committed to exceeding expectations and continuously improving velocity while reducing the *Total Cost of Ownership*. We must work together to eliminate waste and increase quality and speed across an extended supply chain. As an nVent supplier, you are critical to our ability to meet and exceed our customers’ expectations.



Document Nbr.: 1.01

Page 7 of 41

Originator: Michael Tincher

Approved Date: 7/8/2019

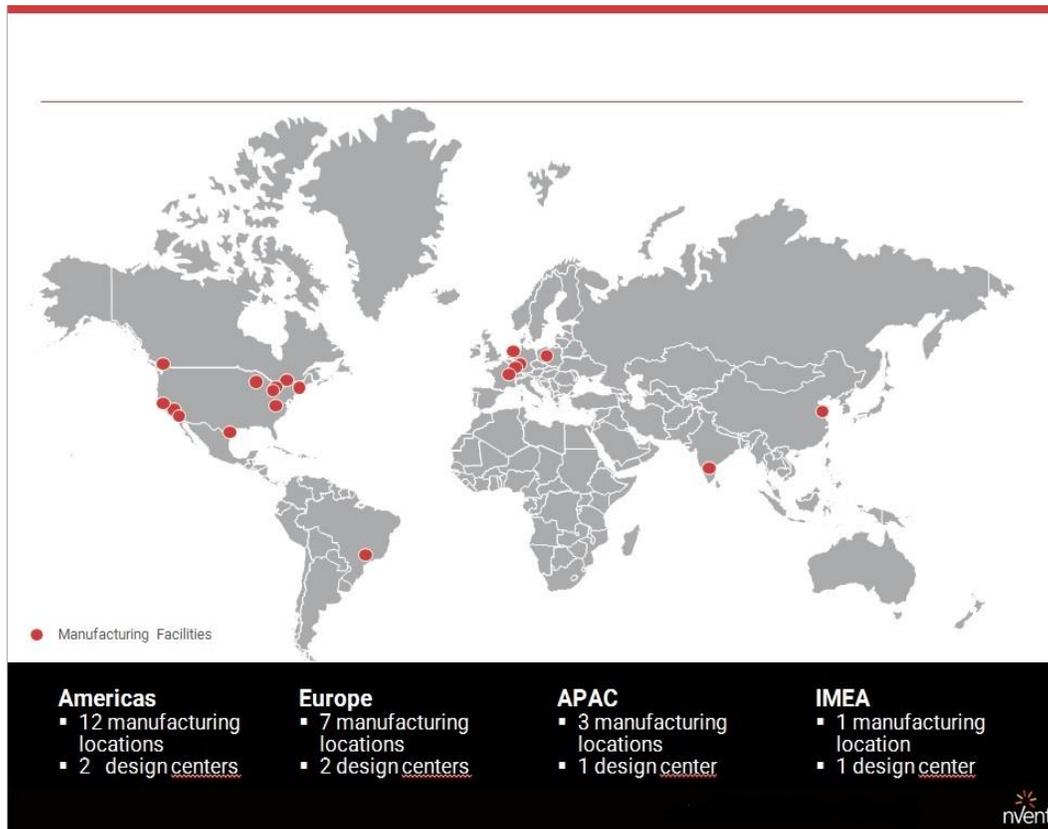
Approved By: Brad Long

Revision: B

**Title: Global Supplier Guide & Code of Conduct**

Site(s) applicable: All nVent Locations

## nVent Global Locations



	Document Nbr.: 1.01	Page 8 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

## nVent Values

Our values reflect how we do business and how we interact with those around us. They're central to our success.

It starts with Innovation and Adaptability. Not surprising for a company called nVent, right? That hunger for finding new, better solutions is fueled by our dedication to putting the Customer First in all that we do. It's why we're here. We hold ourselves to high standards when serving these customers and others, too, reflected in our Accountability for Performance value. It's about not just meeting, but exceeding expectations to drive growth and shareholder value.

nVent has developed a Supplier Code of Conduct sharing the same high expectation, including our values of Absolute Integrity and Respect and Teamwork. We expect our suppliers to comply with the Supplier Code of Conduct to ensure safe and healthy working conditions, the human rights of workers, high ethical standards and environmental responsibility. The Supplier Code of Conduct is located in section 1.2 of this document.

	Document Nbr.: 1.01	Page 9 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

## 1.1. Purpose and Scope

The purpose of this Global Supplier Guide and Code of Conduct is to communicate nVent's quality and compliance expectations to all current and future suppliers. Our expectations apply to the development, manufacture, and delivery of all products and services supplied to nVent. Suppliers have a direct impact to nVent delivering high-quality product to our customers. Therefore, it is important to understand expectations, identify gaps and track progress to gap resolution. nVent establishes long-term partnerships with suppliers who strive to meet performance expectations and comply with regulatory requirements.

Quality requirements and expectations may take the form of an agreement or specification. The information within this Supplier Guide is provided as a supplement, not as a replacement for or modification of the terms or conditions of pre-established agreements, purchase orders, engineering drawings or specifications.

If conflicting interpretations of the standards arise, the following order of precedence applies unless otherwise noted contractually:

1. Specification Requirements (Drawings as noted in Purchase Orders)
2. Agreements (Quality, Supply, etc.)
3. nVent Purchase Orders
4. Global Supplier Guide

## 1.2. Code of Conduct

We choose suppliers who are passionately committed to exceeding expectations, continuous improvement, and who share common goals and strategies.

This Supplier Code of Conduct ("Code") formalizes the key principles under which suppliers to nVent are required to operate. This Code summarizes nVent's business conduct practices and makes clear that, recognizing differences in cultures and legal requirements, we expect that wherever our products and the components that comprise them are produced, they are produced in compliance with all applicable laws and regulations as well as in a manner compatible with the high standards that contribute to the outstanding reputation of nVent and our brands. Suppliers are required to comply with this Code and to have and maintain similar practices.

In selecting suppliers, nVent diligently pursues reputable business partners who are committed to ethical standards and business practices compatible with those of nVent. nVent's relationships with suppliers are based on lawful, efficient, and fair practices. nVent strongly encourages



suppliers to exceed the requirements of this Code and promote best practices and continuous improvement throughout their operations. If there is no local legal requirement, or if a local legal requirement is not as strict as the requirement included in this Code, nVent suppliers are required to follow the requirement in this Code.

By supplying products to nVent, supplier agrees that the requirements and regulations of this Code are made a material part of any and all agreements between nVent and suppliers to the same extend and with the same force as if fully set forth therein. nVent expects our suppliers to meet or exceed the following principles:

### 1.2.1. Human Rights

- Child Labor – nVent suppliers must comply with local laws regarding the minimum age of employees. The minimum age for workers must be the greater of: (a) 15 years of age or 14 years of age where the local law allows such an employment age consistent with International Labor Organization guidelines; or (b) the age for completing mandatory (compulsorily) education; or (c) the minimum age established by law in the country of manufacture. In addition, nVent suppliers must comply with all legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages, working conditions, and the handling of certain materials.
- Harassment – nVent suppliers must treat all workers with respect and dignity. No worker shall be subject to corporal punishment, physical, sexual, psychological or verbal harassment or abuse. In addition, nVent suppliers will not use monetary fines as a disciplinary practice.
- Wages and Benefits – nVent suppliers must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime hours at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate.
- Hours of Work – nVent suppliers must ensure that on a regularly scheduled basis, except in extraordinary business circumstances, workers are not required to work more than (a) 60 hours a week, including overtime, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture. In addition, except in extraordinary business circumstances, all workers are entitled to at least one day off in every seven day period.
- Health and Safety – nVent suppliers must provide workers a clean, safe and healthy work environment in compliance with all legally mandated standards for workplace health and



Document Nbr.: 1.01	Page 11 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	<b>Site(s) applicable: All nVent Locations</b>

safety in the countries in which they operate. This includes any residential facilities an nVent supplier provides to its workers. nVent suppliers must meet or exceed the environmental, health and safety (“EHS”) laws and regulations of their country of origin. In addition to supplier self-certification of EHS and labor compliance, nVent routinely conducts on-site supplier audits of suppliers to spot-check work environments and standards.

- Environment – nVent suppliers must comply with all local environmental laws applicable to the workplace, the products produced, and the methods of manufacture. Additionally, nVent suppliers must not use materials that are considered harmful to the environment. nVent suppliers need to pursue continuous improvement in the area of environmental stewardship.
- Nondiscrimination – nVent suppliers must ensure employment – including hiring, payment, benefits, advancement, termination and retirement – is based on ability and not on beliefs or any other personal characteristics.
- Women’s Rights – nVent suppliers will ensure women workers receive equal treatment in all aspects of employment. Pregnancy tests will not be a condition of employment and pregnancy testing—to the extent provided—will be voluntary and the option of the worker. In addition, workers will not be forced to use contraception.
- Freedom of Association – nVent suppliers must recognize and respect any rights of workers to exercise lawful rights of free association, including joining or not joining any association. nVent suppliers also must respect any legal right of workers to bargain collectively.

### **1.2.2. US Supplier Notification of Affirmative Action Efforts**

nVent is a United States federal contractor obligated to take affirmative action to employ women, minorities, disabled individuals, and veterans. nVent is also required to inform those with whom it conducts business that they, too, may have such obligations. By operation of law, as well as by this notification, the Equal Employment Opportunity Clause required under Executive Order 11246, (41 C.F.R. 60-1.4), the affirmative action commitment for special disabled veterans and veterans of the Vietnam Era set forth in 41 C.F.R. 60-300.44(f)(1)(ii), the Affirmative Action Clause for Section 503 of The Rehabilitation Act of 1973 set forth in 41 C.F.R. 60-741.44(f)(1)(ii), and the related regulations of U.S. Secretary of Labor at 41 C.F.R Chapter 60, are incorporated in all of our contractual relationships with our suppliers.

	Document Nbr.: 1.01	Page 12 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

This notification does not necessarily mean that all suppliers have any or all of the affirmative action obligations referenced above. This will depend upon a number of factors, including the dollar amount of the transaction(s) and the size of your workforce.

### **1.2.3. Prohibition of Bribery**

nVent rejects and prohibits any and all making, promising, soliciting or receiving anything of value intended to influence the judgment or conduct of an individual (individually or collectively herein, "Bribery"). Bribery may expose nVent and the individuals involved to criminal prosecution and civil penalties. nVent strictly prohibits payment of cash and severely limits the provision of gifts. No payment in cash or in-kind may be made on nVent's behalf without pre-approval by the nVent law department. Additionally, nVent expects its suppliers to be in strict compliance with the U.S. Foreign Corrupt Practices Act, as well as all the anti-bribery laws of all nations where it does business.

### **1.2.4. Anti-Corruption**

Suppliers must at all times conduct their activities in accordance with all applicable laws, rules, regulations and orders related to anti-bribery or anti-corruption legislation ("Anti-Corruption Laws") including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act, and the OECD Anti-Bribery Convention. Accordingly, suppliers will make no offer, payment or gift, will not promise to pay or give, and will not authorize, directly or indirectly, the promise or payment of, any money or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization, including any employee of nVent, or any Government Official (including any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party or any candidate for political office) while knowing or having reason to know that all or a portion of such money or item of value will be offered, given or promised for the purpose of influencing any decision or act to assist supplier or nVent or otherwise obtaining any improper advantage or benefit.

### **1.2.5. UK Modern Slavery Act/California Transparency in Supply Chain Act**

At nVent, we are committed to conducting business with absolute integrity which includes combatting modern slavery and human trafficking in our supply chain. As a global company,



Document Nbr.: 1.01	Page 13 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	<b>Site(s) applicable: All nVent Locations</b>

nVent is committed to complying with all applicable laws and regulations, including the UK Modern Slavery Act and the California Transparency in Supply Chain Act.

Accordingly,

- Suppliers must not use any type of involuntary or forced labor, including indentured, bonded, or prison labor, as well as child labor and/or discrimination;
- Suppliers must operate in full compliance with all applicable laws and regulations of the countries which they operate, including compliance with applicable laws regarding human trafficking and slavery;
- nVent reserves the right to conduct announced and/or unannounced inspections of production facilities, conduct audits, including third-person audits of all supplier facilities, processes, components, materials and finished goods; and
- nVent reserves the right to require corrective action from any supplier and to terminate its business relationships with any nVent supplier that is unwilling or unable to comply with this Code.

## 1.3 Compliance

### 1.3.1 Counterfeit Parts

Counterfeit Parts are defined as suspect parts or components that are either copies or substitutes without legal right or authority, or whose material, performance, quality, origin, or characteristics are misrepresented. nVent suppliers are responsible for ensuring that the components provided or used in assemblies provided to nVent do not include Counterfeit Parts. Suppliers shall only purchase products to be delivered or incorporated into products to be delivered to nVent directly from the Original Component Manufacturer (OCM), Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Products, materials, and/or components shall not be acquired from independent distributors or brokers unless approved in advance in writing by nVent

Suppliers must also have a documented formal procedure for selecting, approving, and monitoring their suppliers. As part of the procedure, supplier shall maintain a Counterfeit Parts Prevention and Control Plan using industry standard SAE AS5553 or equivalent.

Upon request, supplier shall provide OCM/OEM documentation that authenticates traceability of any suspected material to the applicable OCM/OEM. These requirements apply in addition to any quality provision, specification, statement of work or other provision included in any order or contract with nVent addressing the authenticity of material. To the extent such provisions conflict with these requirements, this Code prevails. Supplier agrees to include similar provisions



Document Nbr.: 1.01	Page 14 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	<b>Site(s) applicable: All nVent Locations</b>

in lower tier subcontracts or sub suppliers for the delivery of items that will be included in or furnished as products to nVent.

In the event that product delivered to nVent constitutes or includes Counterfeit Parts, supplier shall, at its expense, promptly replace such Counterfeit Parts with genuine articles conforming to the requirement of the applicable specification. Notwithstanding any other provision in any contract with nVent, supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Parts, including without limitation nVent's costs of removing Counterfeit Parts, of reinserting replacement products and of any testing necessitated by the reinstallation of products after Counterfeit Parts have been exchanged. The foregoing remedies are in addition to any remedies nVent may have at law, equity or under any contract with supplier.

### 1.3.2 Conflict Minerals and Mines

It is nVent's policy to comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the related rules and regulations issued by the U.S. Securities and Exchange Commission (collectively, the "Rule").

Supplier shall use due diligence to comply with the Rule, and by supplying product to nVent, (i) represents and warrants that no Conflict Minerals as stipulated in the Rule that originated in the Democratic Republic of Congo or an adjoining country are present in any product supplied, and (ii) it will undertake periodic inquiries of any subcontractors and manufacturers of products to ensure compliance with the foregoing.

Supplier shall further assist nVent with any requests for information, certifications, or other similar documents as nVent may reasonably request to ensure products' and supplier's compliance herewith and shall notify nVent promptly upon discovering or having reason to believe that any product fails to comply with the foregoing representation and warranty. Supplier shall indemnify, defend, and hold harmless nVent from and against any and all claims which arise out of any supplier noncompliance with this Section 1.3.2.

### 1.3.3 Prohibited Countries and Entities: Denied Party Screening

nVent policy prohibits any nVent company from conducting business with any countries or entities restricted by law, including those identified by the U.S. Office of Foreign Assets Control. nVent requires all vendors, both domestic and international, to ensure that they do not sell nVent anything manufactured or touched by a prohibited country or entity. Denied Party Screening is the process of screening those parties involved in an export

	Document Nbr.: 1.01	Page 15 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

transaction for the purpose of complying with the applicable standards of the U.S., EU, and various other country governments.

### **1.3.4 Export Control Laws; International Traffic in Arms Regulations**

Certain nVent facilities are approved International Traffic in Arms Regulations (ITAR) facilities. Any supplier providing product or services to an ITAR approved nVent facility must adhere in all material respects with all statutory and regulatory requirements controlling the export of goods, services, technical data and technology including requirements pursuant to: the United States International Traffic in Arms Regulations (ITAR), the Export Administration Act (50 U.S.C. App. §§2401-2420), the Export Administration Regulations (15 C.F.R. Parts 730 through 774), the International Emergency Economic Powers Act (50 U.S.C. §§1701-1706) and such applicable law and executive orders administered and implemented by the Office of Foreign Assets Controls, United States Department of the Treasury (collectively, the “Export Control Laws”). Except as set forth in writing to nVent within XX days of notice thereof, supplier has not submitted a voluntary disclosure with respect to compliance with, or potential liability under, any Export Control Law. Additional ITAR requirements can be found on the US Department of State’s website.

### **1.3.5 U.S. Importer Security Filing (ISF) Compliance**

All suppliers of material being delivered to any U.S. seaport on ocean carriers are required to provide the U.S. Customs and Border Protection (CBP) with advance notification for all ocean vessel shipments to the United States. This notification is identified as an Importer Security Filing (ISF), also known as “10+2,” and, as of date of this publication, must be accepted by U.S. Customs at least 24 hours prior to cargo loading aboard a vessel. This process generally requires at least a week of careful cooperation between the vendor, freight forwarder and customs broker in advance of pickup. All nVent suppliers who require ocean shipment of material must comply with this directive in order to continue to be a supplier to nVent. For more detailed information about the Importer Security Filing, please visit the CBP website at [http://www.cbp.gov/xp/cgov/trade/cargo\\_security/carriers/security\\_filing/](http://www.cbp.gov/xp/cgov/trade/cargo_security/carriers/security_filing/). Many other destination countries have programs similar to ISF; we require full compliance with such programs.

	Document Nbr.: 1.01	Page 16 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

### 1.3.6 European Union (EU) Import Compliance

The European Union (EU) requires the electronic filing of an Entry Summary Declaration (ENS) for all imports into EU member countries. Similar to the ISF for the US, the ENS are logged electronically at the Customs office of the member country port of entry before the goods are brought into the customs territory of the EU. The supplier must ensure that the Carrier lodges the ENS. Guidelines are available at the following site:  
[http://ec.europa.eu/ecip/security\\_amendment/procedures/index\\_en.htm](http://ec.europa.eu/ecip/security_amendment/procedures/index_en.htm).

Timing requirements, as of date of this publication, are as follows:

- For sea freight, the European 24 Hour Rule requires that the ocean carrier file with the relevant national Customs authority in the EU an ENS for all shipments that will be carried on a vessel that will call one or more ports in the EU.
- For airfreight, 4 hours before entering the EU
- For road transport, one hour before entering the EU

The EU rules prescribe the data elements that must be included in the ENS. An incomplete ENS will be rejected by the Customs authorities. A shipment for which an ENS has not been filed and accepted by Customs may not be loaded.

### 1.3.7 Importer/Exporter

On international shipments, suppliers must ensure that the export controls of both the U.S. and the originating country (if non-U.S.) are met. For all destination countries that require pre-shipment inspection, consular legalization, or ISF/ENS-type destination customs filings, supplier shall ensure that these programs are performed accurately and timely enough to be fully compliant at least three days before their respective deadlines, or supplier shall accept the resulting penalties.

Suppliers must file import / export paperwork in a timely and accurate manner that declares full and appropriate values to ensure accurate duty assessment. Without limiting the foregoing, if pre-payments, customer-provided tooling, or other dutiable assists have been provided, supplier shall ensure that they are properly declared.

On international shipments, suppliers must ensure that all solid wood packing materials (pallets, crates, blocking/bracing lumber, and other dunnage) are both treated and clearly marked in full compliance with ISPM-15 regulations.

	Document Nbr.: 1.01	Page 17 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

### 1.3.8 Country of Origin: Free Trade Agreements

nVent requires its suppliers to identify the country of origin of each article (product/component) on both the product itself and on every level of packaging and to provide proper documentation on every shipment to comply with all applicable laws and regulations. nVent depends on its suppliers to provide us with the information to enable our own products to comply with select free trade agreements, where applicable. Accordingly, suppliers must provide a clear statement of whether or not its products qualify for any free trade agreements.

Country of origin information is mandatory. Unmarked articles may be subject to additional duties or may be seized or destroyed by customs. Moreover, non-compliant shipments and paperwork can cause significant audits, penalties, delays, and forfeitures for you, us and/or our customers. Please note this is not a one-time requirement. Country of origin documentation and product marking is now required at first shipment of any product/component and must be updated at least annually or earlier if the applicable origin changes before the year is through.

Contrary to a common misconception, the following rules usually apply to both domestic and international transactions.

- Products/components must be marked with country of origin (unless nVent agrees in writing that it qualifies for a clearly applicable exception).
- All levels of packaging must be marked with country of origin.
- All sales invoices and packing lists must provide country of origin information.

### 1.3.9 Counterfeit Parts

Counterfeit parts are defined as suspect parts that are either copies or substitutes without legal right or authority, or whose material, performance, quality, origin, or characteristics are misrepresented.

nVent suppliers are responsible for ensuring that the components provided or used in assemblies provided to nVent are not counterfeit. Components should be purchased, whenever possible, directly from the original component manufacturer or from their authorized distributors.

Suppliers must have a documented formal procedure for selecting, approving, and monitoring their suppliers. As part of the procedure, suppliers should address control, disposition, and reporting of counterfeit material.

	Document Nbr.: 1.01	Page 18 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

### 1.3.10 California Proposition (Prop) 65

As a global, socially responsible corporate citizen, nVent is dedicated to ensuring the safety of our employees, our customers and our communities. In summary, Prop 65, which was enacted in November 1986, is intended to protect the state's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm, and requires businesses to inform their customers in California about exposures to such chemicals. In addition, Prop 65 requires the State of California to publish a list of chemicals known to the state to cause cancer, birth defects or other reproductive harm.

nVent and our customers require assurance that all products provided to nVent comply in all material respects with Prop 65 restrictions and marking requirements.

Supplier expressly undertakes to provide relevant information in accordance with Prop 65 for any substance, materials or product supplied to nVent, including but not limited to information provided in the relevant safety data sheet or any similar material document, unless otherwise agreed in writing by nVent.

In addition, supplier undertakes to properly and timely inform nVent of any restriction set forth by Prop 65 or otherwise undertaken by the relevant authorities in the implementation of Prop 65, including but not limited to any restriction on use or authorization, impacting or likely to impact the use, sale or otherwise disposal of any substance contained in the products and/or materials supplied to nVent

All nVent suppliers are required to be familiar with the requirements of the most current revision of Prop 65. Unless specifically contracted and provided otherwise, nVent and our customers require assurance that products provided to nVent are free of restricted substances or proper warnings are applied.

It is an obligation of nVent suppliers to remain actively aware of revisions and/or additions to the list of restricted chemicals on an on-going basis, and that any specific certifications provided with product deliveries reflect the current status regarding Prop 65 restricted substances.

	Document Nbr.: 1.01	Page 19 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
Title: Global Supplier Guide & Code of Conduct		Site(s) applicable: All nVent Locations

### 1.3.11 RoHS and WEEE Compliance

nVent and our customers require assurance that all products provided to nVent comply in all material respects with the European Union Directives 2011/65/EU on the restriction on the use of certain hazardous substances in electrical and electronic equipment (the "ROHS Directive") and the 2012/12/EU, the Waste Electrical and Electronic Equipment Directive ("WEEE Directive"), and all revisions thereto and implementing legal requirements.

Please note that RoHS and WEE Directive compliance is implied by "Certifications of Compliance" (C of C's) provided with product deliveries and requirements may be periodically revised and the applicable lists of restricted substances may be updated with additional substances over-time. It is an obligation of nVent suppliers to remain actively aware of revisions and/or additions to the list of restricted substances on an on-going basis, and that any specific certifications and/or RoHS Compliant Certifications implied by "Certifications of Compliance" (C of C's) provided with product deliveries, reflect the current status regarding RoHS restricted substances and content limits.

### 1.3.12 REACH Compliance

Supplier expressly undertakes that all chemical substances contained in the products and/or materials supplied to nVent (including substances which supplier does not make or import) comply in all respects with the provisions of (i) the European Regulation (EC) no. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals entered into force on June 1st 2007 (the "REACH Regulation"), including, if and when applicable, being submitted for registration to the European Chemicals Agency according to statutory registration deadlines and (ii) the European Regulation (EC) no. 1272/2008, concerning the Classification, Labelling and Packaging entered into force on 20th January, 2009 (the "CLP Regulation").

Supplier expressly undertakes to provide relevant information in accordance with REACH Regulation and CLP Regulation for any chemical substance, materials or product supplied to nVent, including but not limited to information provided in the relevant safety data sheet or any similar material document, unless otherwise agreed in writing by nVent.

In addition, supplier undertakes to properly and timely inform nVent of any restriction set forth by the REACH Regulation or otherwise undertaken by the relevant authorities in the implementation of the REACH Regulation, including but not limited to any restriction on use or authorization, impacting or likely to impact the use, sale or otherwise disposal of any substance contained in the products and/or materials supplied to nVent.

	Document Nbr.: 1.01	Page 20 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

All nVent suppliers are required to be familiar with the requirements of the most current revision of the REACH Regulation and CLP Regulation. Unless specifically contracted and provided otherwise, nVent and our customers require assurance that products provided to nVent are compliant.

It is an obligation of nVent suppliers to remain actively aware of revisions and/or additions to the list of restricted chemicals on an on-going basis, and that any specific certifications provided with product deliveries reflect the current status regarding REACH restricted chemicals.

Additional information can be found on the European Chemicals Agency's website.

### **1.3.13 Breach and Termination.**

Any breach of the agreements, regulations, or requirements set out in this Code will constitute a material breach of any agreement with supplier and be grounds for immediate termination for cause of such Agreement and/or any order, and nVent may withhold any payments until such time that nVent has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. supplier agrees to indemnify and hold nVent harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from supplier's breach of the representations, warranties and agreements contained in this Code. nVent reserves the right to refuse to enter into or accept any order, and to cancel any order, if nVent in its sole discretion determines that such order could violate any applicable law or regulation of the United States, or any other governments. Supplier agrees that any such refusal or cancellation of any order, or termination of any Agreement by nVent, as described above, will not constitute a breach of any of nVent's obligations under any Agreement, and supplier hereby waives any and all claims against nVent for any loss, cost or expense related thereto.

## **2.0 Supplier Selection and Approval.**

### **2.1 Supplier Selection and Approval**

At nVent, we follow an open quoting process that allows all companies, regardless of nationality, size, and experience, the same chance to offer us their products and services. Our suppliers are selected based on their capability to deliver: quality, delivery, customer service, total cost of ownership, design & development, manufacturing, strict adherence to ethics and legal compliance, inventory efficiency, payment terms, commercial terms and conditions, and ongoing business management and communication. nVent suppliers will be assessed on these capabilities.



Document Nbr.: 1.01	Page 21 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	Site(s) applicable: All nVent Locations

The assessment may be conducted through self-evaluation or an onsite assessment performed by nVent staff. nVent suppliers are expected to facilitate any requested assessment. nVent prefers Suppliers who are ISO or International Automotive Task Force (IATF) certified.

After selection as an nVent Approved Supplier, a company will have the opportunity to participate in the quoting of specific projects. The awarding will depend on not only the quoted prices, but also the analysis of total cost of ownership.

From time to time, nVent will initiate source changes in support of business needs, including improved quality, reduced lead-time, technical capability, supplier consolidation, global presence, inventory, payment terms, commercial terms & conditions, and cost. Source changes are typically preceded by a bid event and pre-qualification activities. Following the quoting, nVent will evaluate the supply chain security, quality system, and business practices of the bidding Suppliers. Supplier evaluation is completed prior to awarding business to ensure that Suppliers have the appropriate foundation elements in place (ex: quality management system, procedures, organization) to consistently meet our requirements.

## 2.2 Supplier Performance

Suppliers are expected to monitor their own performance, however, nVent will monitor Supplier performance and may provide performance reports to Suppliers. The level of monitoring depends on which of the below categories the Supplier belongs to.

Approved Suppliers: Suppliers that have been evaluated, are approved for production, and have been added to the local Material Requirements Planning business system. When an adverse trend in performance is identified, actions will be taken to review the Supplier’s status. If warranted, nVent may initiate corrective action activities, including CAR, on-site audit, or re-qualification of samples and process documentation.

Strategic Suppliers: Designated as a subset of the Approved Supplier list and consist of Suppliers who are strategic to the business, and with whom nVent has developed a partnership. These Suppliers may receive performance reports as well as detailed quarterly Scorecards.

### 2.2.1 Scorecards

nVent uses data to better understand performance and drive improvement.

Because Suppliers play such a critical part in nVent’s success in each of these areas, we have developed a supplier scorecard, which includes quality, delivery, cash, and cost metrics.



Document Nbr.: 1.01

Page 22 of 41

Originator: Michael Tincher

Approved Date: 7/8/2019

Approved By: Brad Long

Revision: B

**Title: Global Supplier Guide & Code of Conduct**

Site(s) applicable: All nVent Locations

Suppliers designated as Strategic Suppliers by nVent may be provided a scorecard each quarter detailing their performance. Below details how each section of the scorecard is calculated:

- Quality Metric: Parts Per Million (PPM) is calculated in the following manner: (Total Nonconformance Quantity / Total Receipt Quantity) \* 1,000,000.
- Delivery Metric: Delivery performance is calculated as a percentage of purchase order lines received on time divided by total purchase order lines received.
- Cost Metric: Supplier's cost reduction is calculated by Net Economic Purchase Price Variance. The difference is represented as a percentage. Suppliers are also scored on whether they meet nVent payment terms.
- Cash Metric: Suppliers accepting nVent's standard terms of 2% 30 Net 90

### 3.0 Supplier Expectations

Suppliers are responsible for ensuring that products and/or services meet nVent specifications and requirements.

#### 3.1 Non-Disclosure Agreements

Suppliers will be required to sign a non-disclosure agreement, depending on the level of technology or information disclosed during the course of business. It is our policy to utilize nVent standard form that has been created for this purpose.

Information provided to suppliers involving various trade secrets, designs, materials and other proprietary information of a secret and confidential nature may include, but are not limited to records, data, schedules, forecasts, processes, procedures, specifications, developments, designs, inventions, models, techniques, improvements or discoveries, patentable and otherwise.

It is nVent's policy that suppliers shall not use, transmit or disclose confidential information to any third party except in accordance with the terms of the non-disclosure or express written consent of nVent.

	Document Nbr.: 1.01	Page 23 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

### 3.2 Change Management

Change control is an essential element of ensuring we maintain the quality of our product. We recognize that continuous improvement efforts may require changes to manage cost, quality, delivery and technology. Through open communication and collaboration, we can ensure that changes do not have unintended effects on our products, our operations and, more importantly, our customers. Suppliers are required to notifying nVent of changes made to materials and products or processes, no less than 90 days prior to implementation.

### 3.3 Sub-Tier Supplier Control

Suppliers are expected to manage sub-tier suppliers with controls appropriate to performance risk. Suppliers are responsible to ensure that Product(s) manufactured utilize only authentic, conforming and specified material as stipulated in the specification.

nVent's expectation is that the supplier has in place formal purchasing and supplier control processes to manage sub- tiers.

These controls are to include, but not limited to:

- Selection, evaluation and approval
- Product qualification/acceptance
- Performance measurement and monitoring, including sub-tier auditing programs
- Nonconforming Product and Corrective and Preventative Actions (CAPA) processes
- Change control

Suppliers are responsible for ensuring and controlling the quality of all components and raw materials that are purchased to manufacture product for nVent. nVent requires visibility to subcontracted operations and will make a determination based on the type of operation to be performed by the sub-supplier if formal evaluation/approval is required. Prior to implementing, sub-tier supplier changes, or sub-tier process changes, suppliers are required to advise nVent.

### 3.4 Tooling

Suppliers are responsible for the care, maintenance, and proper use of nVent tooling and fixtures. When appropriate, suppliers may be required to submit a Tooling Details form prior to production approval, which is shown in the Appendix. All tools should be clearly marked with the nVent name and a tool number.



Document Nbr.: 1.01	Page 24 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	<b>Site(s) applicable: All nVent Locations</b>

All suppliers are to maintain tool maintenance logs and be able to provide them to nVent when requested. Pictures of all tooling are required upon request. nVent requires that suppliers immediately report any loss or damage to tooling. Unless otherwise agreed to in writing, storage and regular maintenance of nVent tooling is supplier's responsibility. Suppliers shall notify nVent when a tool is nearing the end of its useful life in time to repair or replace the tool without interruption to continuous production. Tools are expected to be adequately packaged and protected from damage if and when they are sent out for repair or rework. Suppliers are responsible for assuring that the tooling is capable of producing product within nVent specifications at all times.

## 4.0 Key Roles and Responsibilities

### 4.1 nVent SOURCING

nVent understands our business segments are different in nature and in some cases have unique roles and responsibilities to support the functional areas of business, quality, and engineering; however, the main points of contact with our suppliers will be:

#### 4.1.1 Strategic Sourcing

The strategic representative is responsible for (1) ensuring streamlined communications, facilitating access within a single business unit or across the multiple business units, and (2) supporting the global strategy by driving business unit and/or cross business unit supply activities.

#### 4.1.2 Tactical Purchasing

The tactical representative is the supplier's primary contact for commodity-based activities and is responsible for the day to day relationship and material supply with the supplier. This includes serving as the first point of contact for purchase orders, forecasts, quality and delivery issues, and inventory management execution.

## 4.2 Supplier's Organization

nVent asks that suppliers identify designated contacts within their organization to communicate with nVent for each function below:

### 4.2.1 Strategic Supply Representative



Document Nbr.: 1.01	Page 25 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	<b>Site(s) applicable: All nVent Locations</b>

The strategic representative is the main point of contact within the supplier’s organization for any key communications with nVent, including chronic quality and delivery issues, and any commercial issue resolution.

#### **4.2.2 Tactical Supply Representative**

The tactical representative is the day-to-day point of contact within the supplier’s organization for communications with nVent, including order status, expediting, non-chronic quality issues, etc.

#### **4.2.3 Strategic Quality Representative**

The Strategical Quality Representative within the supplier’s organization is responsible for all aspects of the Quality Management System and typically engages in (1) supplier qualifications (2) supplier audits (3) chronic supplier quality or delivery issue resolution (CAPA).

#### **4.2.4 Tactical Quality Representative**

The Tactical Quality Representative within the supplier’s organization is responsible for addressing nVent non-conformances communications and non-chronic quality resolutions.

#### **4.2.5 Product Engineering Representative**

The Product Engineering Representative within the supplier’s organization is responsible for engineering related communications and resolutions.

### **5.0 Quality Management System**

nVent is certified to ISO 9001:2015 standards and our suppliers are expected to have a Quality Management System in place that is aligned with or similar to ISO9001, IATF 16949 or other globally recognized standards. Suppliers must notify nVent when changes materially affect the status or scope of the supplier's Quality Management System. This includes but is not limited to key sub supplier changes, material changes, equipment changes, process changes, and site changes.

Supplier must maintain quality standards to retain business. Suppliers are required to provide goods that conform to nVent specifications. Suppliers are expected to proactively prevent defects and show downward non-conformance trends. If nVent discovers a non-conformance, suppliers

	Document Nbr.: 1.01	Page 26 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

must provide prompt and effective containment, root cause analysis, and corrective actions. Suppliers must demonstrate a top-down commitment to quality and continuous improvement.

### 5.1 Control of Documents

Suppliers are expected to establish, maintain, and document procedures to control all QMS documentation and all data generated under the QMS. Suppliers are to have a documented procedure for the control and distribution of drawings, documents and/or standards. Obsolete documents are to be destroyed or appropriately identified as such for limited distribution. nVent uses prints and other controlled documentation to communicate material requirements. nVent will provide the latest revisions on controlled documentations to the appropriate person identified by the supplier.

### 5.2 Control of Records

All quality records are to be retained for a period of time equivalent to the design and expected life of the device. Suppliers will make available all quality records, in a timely manner, upon request by nVent.

Data records shall include at a minimum, without limitation, the following:

- Records of Inspection and Test Results
- Production lot size
- Quantities checked
- Items checked
- Quantity of defects found, method of remedy
- Control Records of Inspection Tools and Test Equipment Calibration

Included in each of the above-mentioned items shall be inspection frequencies, inspection results, and corrective actions taken.

### 5.3 Continuous Improvement

nVent is committed to collaborating with suppliers on their continuous improvement efforts including but not limited to training and leading activities at the supplier. Both nVent and our suppliers can benefit from joint projects in the following ways:

- Improved quality and yield
- Improved production throughput
- Improved customer responsiveness (on-time delivery; lead time reduction)
- Cost reductions (material, labor, variable overhead, fixed overhead)



Document Nbr.: 1.01	Page 27 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	Site(s) applicable: All nVent Locations

- Improved inventory management
- Improved cash management
- Improved risk

### 5.3.1 Lean Enterprise

nVent strives to achieve a world-class supply chain utilizing operational excellence philosophy and methodology centered on lean enterprise thinking and processes. We view ourselves and our suppliers as extensions of our customers' supply chains.

We look to reduce waste and increase velocity and across the entire value stream. Suppliers who embrace and apply similar thinking and practices will grow with nVent. Suppliers participate in joint lean projects (including supplier value stream mapping, lean transformation planning, lean continuous flow) will develop partnerships with nVent for mutual benefit.

## 6.0 PRODUCT REALIZATION

Before committing to supply product to nVent, the supplier is to hold a review of the requirements related to the product or service to ensure that product or service requirements are defined, order requirements are understood, and the supplier has the ability to meet the defined requirements.

### 6.1 Procurement Process

#### 6.1.1 Request for Quote

Suppliers must carefully review nVent drawings and related specifications to ensure they understand and can meet all requirements. If clarification of requirements are needed, contact nVent before submitting a quote, building tooling, producing samples or the production parts.

All production part issues that are not covered on the existing drawings or specifications shall be communicated by nVent through a purchase order, a revised drawing, or an nVent approved deviation. All development part design agreements between the supplier and nVent will be documented by nVent. No verbal agreements will be accepted.

#### 6.1.2 Purchase Order



Document Nbr.: 1.01	Page 28 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	Site(s) applicable: All nVent Locations

Purchase orders may be presented in the form of traditional PO, pull signal, Vendor Managed Inventory (VMI), etc. and will be initiated by nVent’s authorized buyers/planners. The part number and revision number of the purchased material or service will be presented on the purchase order. Purchase prices are subject to the latest acknowledged quotation or the mutually agreed supplier Agreement.

### 6.1.3 Payment Terms

nVent Standard Payment Terms are 2% 30, Net 90 for direct and indirect material suppliers.

### 6.1.4 Invoicing

Invoices submitted to nVent for payment should be clearly printed and include all necessary information required for prompt processing and payment. Invoice details should include all information specified by the nVent company purchasing the product. Any applicable taxes and shipping/handling fees should also be clearly indicated on invoice documents as well.

## 6.2 Product Validation

### 6.2.1 Production Part Approval Process/First Article Inspection

Prior to placing the first production order for parts or services, nVent requires (in most cases) the supplier to submit samples and inspection documentation per the Production Part Approval Process (PPAP). In some cases, a First Article Inspection (FAI) process may be used instead of a PPAP. Once these parts have been approved for production utilizing the PPAP or FAI process, if any changes occur that affect the production part or process to manufacture it, then a new/revised PPAP or FAI is required. It is imperative that nVent is promptly notified of any changes that affect part qualifications! The following changes may require re-qualification and the completion of a PPAP or FAI:

- New or different sub-supplier
- A part change is made which results in a part revision or new part number at the supplier
- New or revised tooling
- Supplier material, equipment, or process change
- New or changed manufacturing location (even within the same plant)

nVent may require suppliers or parts that have been inactive for more than one year (ex: no receipts of a specific part number within a 12 month period) to be re-qualified before a new



Document Nbr.: 1.01	Page 29 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	Site(s) applicable: All nVent Locations

order is placed. If re-qualification is required, suppliers may be asked to provide updated company information and/or evaluation samples and documentation.

Suppliers must maintain on file all PPAP documentation for the life of the product or a minimum of three years from the PPAP completion date unless otherwise stated. This documentation should be made available for nVent upon request.

### 6.2.1.1 PPAP Levels

nVent will determine the appropriate PPAP level required for product approval and may include any combination of the documents listed:

- Part Submission Warrant
- Process Control Plan
- Process Flow Diagram
- Process Failure Mode and Effect Analysis
- Gage Repeatability and Reproducibility
- Capability Study
- Dimensional Lay-out

### 6.2.1.2 Labeling and Packaging

Suppliers shall ship samples in packaging representative of packaging that will be used for production parts, unless otherwise specified. This is to verify the suppliers understanding of nVent’s packaging requirements before full production begins.

### 6.2.1.3 First Article Samples

In lieu of formal PPAP samples, First Articles (FA), may be requested by means of a purchase order. When FA samples are requested, they shall be appropriately identified as “First Article Samples” and packaged separately from production materials. First articles must be produced from production tooling unless otherwise specified on the purchase order. Suppliers may not submit samples if there are known non-conformances. Non-conforming samples may only be submitted if there is a documented advanced deviation from nVent.

First articles must include a minimum of three pieces from each cavity or tool with 100% of the drawing dimensions measured and all drawing notes verified, with documented results. A Sample Inspection Report shall accompany the first article parts, which are to be marked with sample numbers corresponding to the sample numbers on the inspection



Document Nbr.: 1.01	Page 30 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	Site(s) applicable: All nVent Locations

report. A copy of the drawing, marked with sequence numbers shall be submitted with the inspection report. Suppliers may use their own inspection template if it contains the same information as nVent’s First Article Dimensional template. Suppliers are to submit all documented results in English unless otherwise specified by nVent in writing. Documents may also be requested to be sent electronically.

#### 6.2.1.4 Annual Part Recertification

To prevent quality degradation, an annual re-certification may be required for critical parts, as defined by nVent engineering. Related recertification costs are the supplier’s responsibility. At a minimum, this recertification will include:

- Part Submission Warrant (PSW)
- 3-piece full dimensional layout
- Current revision print
- Material certification (Must specify if required standards are met)
- Functional test results, if applicable

nVent will notify suppliers of parts that require recertification and will communicate the specific requirements.

#### 6.2.2 Process Capability

nVent expects suppliers to develop and maintain highly capable processes to produce quality products and services. The use of Statistical Process Control (such as capability studies) for critical to quality (CTQ) and process characteristics are highly recommended. nVent reserves the right to request SPC data to be supplied upon request.

#### 6.2.3 Control Plans

Each nVent business unit uses various types of risk assessment to identify the need for Control Plans for purchased products. A Control Plan is a documented description of the systems for controlling part and process quality by addressing their key characteristics and engineering requirements. Each Control Plan describes the actions that are required at each phase of the process including receiving, in process, outgoing, and periodic requirements. A Control Plan methodology is to be integrated into the supplier’s QMS.

A single control plan may apply to a group or family of products that are produced by the same process, material, and source. The Control Plan is not required for all but may be requested to be included in the PPAP submission package. Control Plans must be maintained

	Document Nbr.: 1.01	Page 31 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

by suppliers for the life of the production process and updated when applicable. Any process changes must be communicated to nVent via an update control plan.

## 6.2.4 Monitoring and Measurement

Suppliers are to establish and maintain documented procedures for the calibration, control, and maintenance of measuring, inspection, and test equipment used to ensure that products and processes conform to requirements. A supplier is expected to have systems in place to address product quality throughout the entire process.

### 6.2.4.1 Incoming Acceptance

Suppliers are expected to have procedures for acceptance of incoming material, including inspection, testing, and verification to nVent specifications. Suppliers are to document acceptance or rejection of incoming product.

### 6.2.4.2 In-Process Acceptance

Suppliers are to have in-process acceptance procedures to ensure that in-process product is controlled until the required inspection and tests or other verification activities have been completed, or necessary approvals are received.

### 6.2.4.3 Final Acceptance

Suppliers are to have procedures for final Product acceptance to ensure that each production unit, lot, or batch of finished Product meets nVent's acceptance criteria. Finished Product shall be adequately controlled until released.

## 6.3 Supplier Product/Process Change Request

Upon nVent approval of initial product requirements or material supplier, any change or deviation from materials, product requirements and process parameters by the supplier must be submitted via nVent's Supplier Advance Deviation/Change Request Form. All requests for deviations shall be submitted to your Strategic Sourcing Representative, whether the deviation is driven by nVent or by the supplier. Such deviations include, but are not limited to, changes to designs, drawings, specs, material, component, equipment, equipment locations, die, tool, mold, or to any production method, or a change in source of supply or manufacturing, assembly or delivery process.

Failure to comply with these requirements exposes both nVent and the supplier to risk and litigation. Suppliers that make unauthorized changes may be responsible for the accumulating

	Document Nbr.: 1.01	Page 32 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

expenses associated with the unauthorized change. Additional ramifications may include removal from our Approved Supplier List.

### 6.3.1 Change/Approval

nVent personnel shall review and approve changes that may affect the product(s) including, without limitation:

- Change at a sub-tier supplier
- Control Plan changes or outgoing inspection plan changes
- Changes to, or deviations from, validated parameters
- Equipment Qualification or validation changes
- New equipment introduction
- Process deviation
- Process changes
- Product test changes
- Product labeling or packaging changes
- Supplier Manufacturing site transfers
- Materials and/or Component changes, including material composition changes
- Specification changes (e.g. process, Product, test)

Failure to comply with these requirements exposes both nVent and the supplier to risk and litigation. Suppliers that make unauthorized changes will be responsible for the accumulating expenses associated with the unauthorized change. Additional ramifications may include removal from our Approved Supplier List.

### 6.4 Changes made nVent

Product specifications may be revised by nVent, and such revisions may require an additional product qualification. nVent will notify supplier of all relevant specification revisions. The supplier shall implement all revisions by mutually agreed upon dates where applicable.

### 6.5 Identification, Handling, & Traceability

#### 6.5.1 Identification and Traceability

Supplier has to ensure the traceability of raw materials, semi-finished products and finished products within the production process. Further, supplier has to prepare and keep all inspection reports for all inspections from material receipt up to dispatch of products. In case of an identified or suspected nonconformity, traceability must be possible in such a way that



Document Nbr.: 1.01	Page 33 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	Site(s) applicable: All nVent Locations

limitation of the quantity of suspect and/or nonconforming products, or semi-finished products, can be carried out.

### 6.5.2 Handling, Storage, Transporting and Installation

Suppliers are to have systems in place to ensure that damage, deterioration, contamination or other adverse effects do not occur during the handling, storage and transporting of Product(s).

Suppliers are required to provide goods on time to all nVent locations. nVent's default standard delivery terms for delivery are three days early and zero days late unless otherwise agreed to by the business unit or nVent entity being supplied. Suppliers are expected to coordinate flow of material and information to nVent. Suppliers should be flexible, provide short lead-times and respond to material or schedule changes when necessary.

New business opportunities for both nVent and our suppliers depend on our ability to quickly meet customers' delivery requirements. Suppliers must continually remove waste from the delivery flow through electronic data interchange (EDI), engineering support, Vendor Managed Inventory (VMI), materials agreements, packaging improvements, etc.

### 6.5.3 Labeling and Packaging Specifications

Suppliers shall package and mark all products in accordance with applicable drawings, specifications, purchase orders, and regulatory requirements. Suppliers must request approval for any proposed changes to approved packaging. All products shall be shipped in packaging that provides adequate protection during shipment and storage.

Pallets should be clean and in good condition without protruding nails, wood, dirt, etc. Containers on pallets shall not overhang edge of pallet. Packing peanuts and similar types of loose fill material are strictly prohibited. Barcode labeling, if required, must be applied in a readily accessible and visible spot on the container. The barcode label must be free of smudge marks, grease, and other markings or materials that can prevent nVent from properly scanning the label.

**On international shipments, suppliers must ensure that all solid wood packing materials (pallets, crates, blocking/bracing lumber, and other dunnage) are both treated and clearly marked in full compliance with ISPM-15 regulations**

All shipments to nVent shall include the following:



Document Nbr.: 1.01

Page 34 of 41

Originator: Michael Tincher

Approved Date: 7/8/2019

Approved By: Brad Long

Revision: B

**Title: Global Supplier Guide & Code of Conduct**

Site(s) applicable: All nVent Locations

- Packing slip: with part number, part revision, part description, Harmonized Tariff Schedule (HTS) number (where applicable), Country of Origin, PO number, PO Line number, ship quantity, number of containers (where applicable), ship from and to address, shipment date.
- Supplier name and note if parts are for PPAP, engineering parts, or parts made after a corrective action change.
- Each part number shall be packaged and identified separately
- Each container shall be marked with the order number, quantity, part number, and revision of the contents so that it is visible from the outside of the packaging
- Certifications/Material Test reports as required (Material, Plating, Hardness, etc.)

## 7.0 Measurement Analysis and Improvement

The supplier shall monitor and measure the characteristics of the product to verify that product requirements have been met. Evidence of conformity with the acceptance criteria shall be maintained. Data analysis will determine the current level of performance, drive continuous improvement activities, and create performance metric targets. Statistical tools are to be applied, where applicable, to measure the performance of processes and product quality including supply chain performance. Suppliers are to define, plan, and implement measurements where processes affect the quality of products or services that nVent receives.

### 7.1 Production and Process Control

Suppliers will have systems in place to define and maintain the manufacturing process and associated controls so that all product(s) conforms to their specifications, including, but not limited to:

- Approved and documented production processes, instructions, and methods that define and control the manner of production.
- Monitoring and control of process parameters and product characteristics during production.
- Approval of processes and process equipment
- Criteria for workmanship

Suppliers are to identify, document and control key manufacturing process steps that affect product performance.

### 7.2 Audit/Assessments

	Document Nbr.: 1.01	Page 35 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

nVent reserves the right to audit supplier facilities, processes, components, materials and finished goods. These same rights shall be extended to all supplier subcontractors that provide material/components, which go into nVent products. Suppliers are expected to facilitate sub-tier supplier qualification audits. As a supplier's organization or process changes, nVent must be notified to determine if an onsite assessment is needed.

### 7.3 Control of Non-Conforming Product

Suppliers are to establish and maintain procedures to control product that does not conform to nVent specifications. The procedures shall address the identification, documentation, evaluation, segregation, and disposition of nonconforming product.

Rejected product will be subjected to one of the following actions, but not limited to, at nVent's discretion:

- Return to supplier at supplier's expense for full credit or refund, including shipping
- Onsite sorting by supplier or subcontracted 3<sup>rd</sup> party.
- Return to supplier for rework at supplier's cost – all rework shall be completed to documented requirements
- Scrap at supplier's cost for full credit or refund
- In special cases (ex: where non-conformance jeopardizes production delivery dates being met), nVent may inspect 100% or rework the material onsite, with the supplier debited for the associated costs.

### 7.4 Corrective and Preventative Action

Suppliers are to establish and maintain a Corrective Action Preventative Action (CAPA) system. The CAPA system is to include, at a minimum, the following requirements:

- Analyze sources of quality data (e.g., Manufacturing processes, production defects, product disposition records, quality audit records, etc.) using statistical methods and trending where applicable, to identify existing and potential causes of nonconforming product or other quality problems.
- Investigations to identify the root causes of non-conformances using recognized methods: 5 Why, Fishbone Diagram, etc.
- Actions needed to correct non-conformances and to prevent a recurrence.
- Verification or validation of corrective and preventive actions to assure their effectiveness and to confirm that product quality is not affected by the action(s) taken.

	Document Nbr.: 1.01	Page 36 of 41
	Originator: Michael Tincher	Approved Date: 7/8/2019
	Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>		Site(s) applicable: All nVent Locations

Suppliers shall begin to resolve issues associated with discrepant parts immediately upon notification by nVent and shall provide a response to any supplier Corrective Action Request (SCAR) within the requested timeframe.

nVent determines whether or not a SCAR should be issued based on the impact, reoccurrence or impact of the issue on the quality of nVent product.

## 8.0 Warranty

### 8.1 Warranty and Liability

If supplier becomes aware of a potential manufacturing or design non-conformance in a product (material, parts, assemblies, and/or services supplied by supplier to nVent), the supplier will promptly deliver written notice of the potential non-conformance to nVent. Supplier must then provide analysis related to the potential defect as requested by nVent. Supplier will cooperate with nVent to promptly implement appropriate containment to ensure no customer impact (including the delivery of corrected replacement product at no cost to nVent or its customers) and corrective and preventative actions to prevent reoccurrences and error proof the process.

### 8.2 Product Warranty

nVent's end-user warranty terms vary depending on the product and channel through which the product is sold. Supplier's warranty period must match or exceed nVent's applicable end-user warranty period. nVent and supplier may agree in writing to different warranty terms for specific products, categories of products, and/or geographic locations.

At a minimum, suppliers must provide nVent with the following warranties:

- All products must be fit for sale, of good material and workmanship, and free from non-conformance
- Products must be transferred to nVent free and clear of all claims or encumbrances
- All products will be manufactured, processed, packaged, labeled, marked, tested, certified, weighed, inspected, loaded, shipped and sold by supplier in compliance with all applicable drawings and specifications, laws, rules, regulations and standards, specifically including, but not limited to those set forth in nVent's Statement of Regulatory Compliance (insert URL), which is incorporated herein by reference.

In the event that nVent is obligated to repair or replace a product due to a non-conformance in a supplier-provided product, the following will occur:



Document Nbr.: 1.01	Page 37 of 41
Originator: Michael Tincher	Approved Date: 7/8/2019
Approved By: Brad Long	Revision: B
<b>Title: Global Supplier Guide &amp; Code of Conduct</b>	<b>Site(s) applicable: All nVent Locations</b>

- Supplier will promptly correct the defect through repair, replacement or refund (at nVent’s discretion) at no charge to nVent
- Supplier will promptly reimburse nVent for any of the related costs, including but not limited to diagnosis, removal, shipping, installation, rework, and testing.
- If requested by supplier, nVent will return a representative sample of non-conforming product to supplier at supplier’s expense.

### 8.3 Liability, Indemnity & Hold Harmless

nVent’s suppliers will defend, indemnify and hold harmless all nVent companies, and their respective directors, officers, employees, agents, and customers from and against any and all claims, actions, demands, damages, losses, judgments, settlements, costs and expenses, including without limitation attorneys’ fees, arising out of or in connection with any of the following:

- Mandatory or discretionary recall of supplier product by nVent, a customer thereof or any regulatory entity for safety or other reasons;
- Alleged infringement of any intellectual property right of any third party in connection with the products or any unfair competition involving the products;
- Death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, allegedly resulting from or relating to the products or services supplied by supplier;
- Alleged or actual violation by supplier or its products of any laws, rules, ordinances or regulations;
- Breach of any agreement, late delivery or product non-conformance by supplier; or
- Claims by or on behalf of supplier’s subcontractors, vendors, employees or agents.

In the event that nVent’s customers or others sue or threaten to sue nVent, supplier and/or other parties alleging that services or products, alone or in combination, caused personal injury, death and/or property damage (a “Product Liability Action”), nVent and supplier will cooperate with each other in managing and defending such Product Liability Action. Note that this in no way limits supplier’s defense, indemnity and hold harmless obligations as described above.

Suppliers are required to maintain appropriate insurance policies, including without limitation commercial general and products liability insurance, as specified by nVent from time to time, but in no event less than industry standard. nVent shall be named as additional insured on such policies. At all times, including at start of the relationship, suppliers must work with their nVent contact to determine the correct policy coverage’s and amounts.

## 9.0 Transportation



Document Nbr.: 1.01

Page 38 of 41

Originator: Michael Tincher

Approved Date: 7/8/2019

Approved By: Brad Long

Revision: B

**Title: Global Supplier Guide & Code of Conduct**

Site(s) applicable: All nVent Locations

## 9.1 Shipping Terms

Suppliers will be expected to ship under most recent revision of Incoterms. Our standard expectations are as follows:

- For domestic purchases → EXW for freight-collect and DAP for freight-prepaid terms.
- For international purchases → FCA for freight collect and CIP for freight-prepaid terms.

Site requirements may vary. Suppliers should consult their nVent buyer to determine appropriate terms.

## 9.2 Marine (Cargo Insurance)

The party responsible for paying the main transportation shall provide full cargo insurance coverage – defined as door-to-door, 'A' cover, all risk, marine, war, strike and riot – regardless of the shipping terms, with the exception of CFR/CPT Incoterms, in which insurance is the buyer's responsibility. Therefore, on E and F terms, plus CFR and CPT, the buyer shall provide full cargo insurance coverage, and on D terms, plus CIF and CIP, the seller shall provide full cargo insurance coverage.

For destinations and/or cargo on which governmental or insurance restrictions require additional approvals and/or premiums, or a split in coverage other than house-to-house, the responsible party/parties shall take such additional measures to ensure that the shipment is appropriately insured.



Document Nbr.: 1.01

Page 39 of 41

Originator: Michael Tincher

Approved Date: 7/8/2019

Approved By: Brad Long

Revision: B

**Title: Global Supplier Guide & Code of Conduct**

Site(s) applicable: All nVent Locations

## APPENDIX

### APPENDIX A – Definition of Terms / Acronyms

CAR	-	Corrective Action Request
COO	-	Country of Origin
EDI	-	Electronic Data Interchange
GAGE R&R	-	Gage Repeatability and Reproducibility
HTS	-	Harmonized Tariff Schedule
ISO	-	International Organization for Standardization
ITAR	-	International Traffic in Arms Regulations
IATF	-	International Automotive Task Force
NDA	-	Non-Disclosure Agreement
PSW	-	Part Submission Warrant
PCP	-	Process Control Plan
PFD	-	Process Flow Diagram
PMI	-	Positive Material Identification
PO	-	Purchase Order
PPAP	-	Production Part Approval Process
REACH	-	Registration, Evaluation, Authorization & Restriction of Chemicals



Document Nbr.: 1.01

Page 40 of 41

Originator: Michael Tincher

Approved Date: 7/8/2019

Approved By: Brad Long

Revision: B

**Title: Global Supplier Guide & Code of Conduct**

Site(s) applicable: All nVent Locations

- RFQ - Request for Quote
- RoHS - Restriction of Hazardous Substances
- RPN - Risk Priority Number
- TCO - Total Cost of Ownership
- U. S. CBP - U.S. Customs and Border Protection
- VMI - Vendor Managed Inventory



Document Nbr.: 1.01

Page 41 of 41

Originator: Michael Tincher

Approved Date: 7/8/2019

Approved By: Brad Long

Revision: B

Title: Global Supplier Guide & Code of Conduct

Site(s) applicable: All nVent Locations

## APPENDIX B – Supplier Deviation / Change Request Form

### Supplier Deviation / Change Request Form

To Be Completed By Supplier	
<b>Supplier Name:</b> Click here to enter text. <b>Supplier ID #:</b> Click here to enter text. <b>Supplier Contact:</b> Click here to enter text. <b>Title:</b> Click here to enter text. <b>Email:</b> Click here to enter text. <b>Phone #:</b> Click here to enter text.	<b>Date of Request:</b> Click here to enter text. <b>Part Number:</b> Click here to enter text. <b>Part Description:</b> Click here to enter text. <b>Drawing Revision Level:</b> Click here to enter text. <b>Purchase Order:</b> Click here to enter text.
<b>Type of Request:</b> <input type="checkbox"/> Deviation from original specification <input type="checkbox"/> Material or specification change <input type="checkbox"/> Tooling or equipment move <input type="checkbox"/> Process change <input type="checkbox"/> New or additional supplier	<b>Request Duration:</b> <input type="checkbox"/> <b>Permanent</b> <i>Effective Date:</i> Click here to enter text. <input type="checkbox"/> <b>Temporary</b> <i>Expiration Date:</i> Click here to enter text.
<b>Detailed Description of Change or Deviation:</b> Click here to enter text.	
<b>Reason for Deviation Request:</b> Click here to enter text.	
<b>Action Plan to eliminate Root Cause:</b> Click here to enter text.	
To Be Completed By nVent	
<b>Disposition:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Rejected	<b>PPAP Required:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Additional Information Required:</b> Click here to enter text.	
Signatures Required	
<b>Engineering:</b> Click here to enter text. <b>Quality:</b> Click here to enter text. <b>Supply Chain:</b> Click here to enter text.	<b>Date:</b> Click here to enter text. <b>Date:</b> Click here to enter text. <b>Date:</b> Click here to enter text.