



Supplier Manual



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Brady Corporation

We identify and protect Premises, Products and People

Goal	The goal of this Supplier Manual is to provide an overview of Brady's processes and the expectations that form the basis of our supply chain partnership – affording a mutual long term benefit of both parties.
Scope Of Use	All Brady locations worldwide are using the contents of this Supplier Manual with their supply chain. A list of the sites can be found on the Brady website www.bradycorp.com
Quality Commitment	<p><i>Each of us at the Brady Corporation accepts the unending commitment to deliver valuable, defect-free products and services that meet or exceed our customer's expectations.</i></p> <p><i>Our personal commitment to customers is that we will work to understand their needs, to earn their loyalty and we will work each day to improve everything we do.</i></p>
Supply Chain Philosophy	<p>In order to provide high quality, competitively priced products in today's demanding market, suppliers must share this vision and Quality Commitment. Brady seeks partnerships with suppliers that embody the following attributes:</p> <ul style="list-style-type: none">• A supplier philosophy that creates a willingness to work as a partner with Brady to achieve our mutual success.• Establishment of sourcing and supply chain initiatives that are synergistic with the strategies of the supplier and with Brady Corporation and is scalable to provide for future growth.• Commitment to stable and capable processes, such that all supplied items and documentation meet our requirements each and every time.• Dedication to continuous improvement in the areas of quality, on-time delivery, service, product improvement, information completeness and accuracy, and total cost.• Sound financial and business practices and solid reputation in the business community and the marketplace.• Creation of a relationship to allow Brady to be a "Customer of Choice," especially in the areas of new product development, emerging technologies, and collaborative design.

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1.1 Introduction

This Supplier Manual provides an overview for the general policy, requirements, and expectations for doing business with Brady Corporation (herein referred to as Brady) and all its businesses and affiliates. Understanding the processes and expectations outlined in this manual will not only reduce risk of supply chain disruptions, but will also help Brady and its suppliers increase our competitive industry position and ensure our continued success. These requirements can best be satisfied through the practice of:

- Mutual respect and cooperation
- Free exchange of information, including business goals and objectives
- Timely and complete provision of information required for compliance to Governmental, regulatory, or market requirements.
- Agreement on evaluation of performance
- Commercial competitiveness and new business opportunities
- Acceptance of respective responsibilities
- Effective management and control systems
- Joint continuous improvement activities

1.1 Scope

The elements of this manual apply to all suppliers globally of finished goods, production materials (raw materials or components), as well as any outside processes or services where applicable to any global Brady business.

Languages

In the event this Supplier Manual is translated into other languages besides English, such translations are for convenience only and the English version shall control.

1.2 Responsibilities

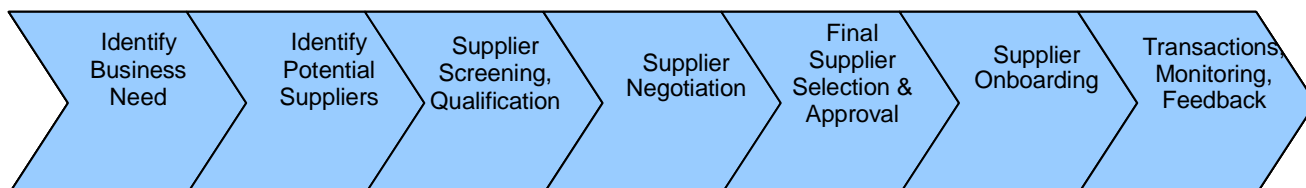
Suppliers - It is the responsibility of the Supplier to review and understand this manual and any other applicable documents as part of the acceptance of purchase orders from Brady. The supplier should obtain any referenced documents to ensure full compliance with all applicable requirements.

Brady Sourcing - Brady Sourcing is the primary contact for all agreements with the supplier. Brady Sourcing will assure that the product requirements are clearly communicated to and agreed upon by and between Brady and the Supplier. Outside of formal Purchase Orders, Brady Sourcing personnel are the only personnel authorized to enter into binding purchase commitments. In the event that a Supplier communicates with personnel outside of Brady Sourcing, such communications are not binding upon Brady. Brady Sourcing should be a part of, or informed of all conversations with suppliers to assure clear, consistent messages are provided.

2.0 Supplier Approval

Brady will initiate supplier development activities in support of its business needs. A graphic of Brady's supplier selection and approval process is depicted in **Figure 1 - Supplier Selection and Approval Process**.

Figure 1 - Supplier Selection and Approval Process



2.1 Supplier Selection and Approval Process

Led by Sourcing, and with cross-functional support where necessary, Brady has defined a process to select and approve suppliers. During the selection process, Brady looks for suppliers that show strong quality processes, financial stability, provide exceptional customer service, are cost competitive, and operate in an environment that fosters continuous improvement.

The following documents / processes will be considered when doing business with Brady:

- Non-Disclosure Agreement (NDA).
- Supplier Profile Questionnaire.
- Certification to a recognized Quality Standard (ISO 9001 or equivalent for general situations, but appropriate to the situation – TS16949 for automotive, AS9100 for Aerospace, etc. as required by our customers).
- On-Site Assessment. If required, Brady personnel will review a supplier's processes and systems in areas such as quality, manufacturing, financial, business, and management practices.
- Any appropriate free trade document for the region that business is being conducted. For example, U.S. suppliers: NAFTA Certification Vendor Request Form, Tax Exemption Certificate (OEM suppliers), W-9 Request for Taxpayer Identification, etc.
- Completed and signed Master Supplier Agreement (MSA).

2.2 Supplier Sub-contractor Management

It is the responsibility of the supplier to manage the quality of all sub-contractor operations. Supplier may not change any sub-contractor after initial approval without the prior written authorization of Brady (i.e. PPAP submission).

Any unfavorable impact (financial or otherwise) resulting from unacceptable quality, delivery or cost from a subcontractor will be the responsibility of the supplier.

2.3 Social Accountability and Sustainability

Brady selects business partners who comply with local law and internationally acceptable fair and safe labor practices. Suppliers shall comply with all applicable federal, state, and local laws, and rules and regulations of any government authority which have effect of the law.

Brady takes a comprehensive approach to sustainability, focusing on the sustainability of the company, our customers, and the communities in which we operate. We work with our customers and suppliers to reduce packaging waste and recycle materials. Our goal is to provide a quality product and services with as little impact on the environment as possible.

Brady also expects its suppliers to be committed to Environmental Compliance and Sustainability and the supplier agrees to support Brady's ongoing sustainability efforts as they evolve.

2.4 Ethics and Business Conduct

At Brady we endeavor to be a company that our customers, employees, and investors can trust to do the right thing, time and time again. We differentiate ourselves not only by our products, but also by how we conduct business and our reputation. The Brady Code of Ethics Policy helps us understand and maintain the highest standards of integrity by which we strive to do business. For more information on Brady's Code of Ethics, go to www.Bradyethics.com. Brady expects its suppliers to also maintain the highest standards of integrity and to be striving to substantially follow the Brady Code of Ethics.

Brady Corporation prohibits the use of forced labor and human trafficking in the workplace and requires its suppliers to abide by this same standard. Suppliers must be able to demonstrate compliance with the California Transparency in Supply Chains act of 2010 and the UK Anti-Modern Slavery Act of 2015. All suppliers must be willing to demonstrate complicity with the above stated legislation, failure to comply may result in the termination of the commercial relationship with the supplier.

2.5 Business Continuity Plan

Suppliers may be requested to submit a formal *Business Continuity Plan*. (This may also be called a disaster recovery plan.) While Brady is not interested in any specific information that is confidential to a supplier's business or products, a formal plan should describe the steps that will be taken in the event of any business interruption. At a minimum, this includes understanding the likely interruption scenarios and having a plan for an alternate manufacturing capability, alternate supply lines for material procurement, and staffing to ensure that any impact to Brady and its customers is minimal.

3.0 Supplier Monitoring and Improvement

3.1 Supplier Scorecard / Performance Evaluation

Brady will continually monitor and rank suppliers using a supplier scorecard. The scorecard is intended to evaluate supplier performance by Brady Sourcing. The supplier's performance will determine if they are candidates for new business, expose opportunities for improvement, etc. The Brady supplier scorecard is comprised of five basic elements: Quality, Delivery, Cost Management, Service, and Working Capital. The specific metrics flow from these elements.

Scorecards will be electronically distributed to selected suppliers. Reviews of scorecards, involving Brady and supplier management, will be conducted on a regular basis. When unfavorable trends occur, suppliers agree to complete formal corrective actions and countermeasures at our discretion. In addition, any supplier may at any time request a copy of their scorecard by contacting their Brady Purchasing representative.

3.2 Continuous Improvement

Brady embraces continuous improvement and expects the supplier to do the same. The supplier's management should take a lead role by adopting continuous improvement as a key element of their business plan. Supplier continuous improvement activities are taken into account in Brady's supply strategy.

Brady suppliers are expected to create and maintain continuous improvement plans focused on, but not limited to, enhancing Quality, Delivery, Cost, and Service performance for Brady and by assuring key personnel are trained and can apply the following or similar techniques: Lean Manufacturing, parts per million analyses (DPPM), disciplined problem solving, benchmarking, disciplined statistical analysis, which might include Six Sigma, etc. Reviews will be scheduled based on the supplier's performance.

3.3 Supplier Development

Brady encourages a collaborative relationship with its suppliers. This alliance allows Brady Sourcing to work closely with its suppliers which will assist in leveraging both companies' efforts. These efforts include improving product quality and delivery, reducing costs and lead time, and improving new product development.

4.0 Process Management Expectations

4.1 Quality System Requirements

All suppliers should be compliant with an industry recognized quality standard such as ISO9001, ISO/TS16949, ISO13485, AS/EN9100 or other equivalent quality systems as is appropriate to their industry and/ or Brady's application for their products, parts or materials. Where required for a Brady application, having appropriate certifications will be a condition for qualification and doing business for those applications. Proof of appropriate current certification will be required when requested.

Accredited certification by an accredited third party registrar is required for all direct material suppliers and, for others, will be a significant factor considered in the award or continuation of business with Brady. Exceptions may be granted only for new and unique technologies and only with deviation approval from a Regional President or the Global Vice President of Operations.

Quality system documentation and records shall be available for examination by authorized Brady representatives upon request.

4.2 Documentation Review

Suppliers must carefully review Brady drawings and related specifications to ensure understanding and confirmation that the supplier can meet any such specifications. If clarification of requirements is needed, contact Brady before submitting a quote or producing samples or production parts.

All issues that are not covered on the existing drawings or specifications shall be communicated through a Purchase Order, a revised drawing, Engineering Change Order (“ECO”) or deviation. Drawings or specifications may only be changed through the ECO process.

Suppliers must have a system for assuring that only the correct and current version of specifications documentation is available for use in production.

4.3 Quality / Process Control

Suppliers are responsible for ensuring all items meet Brady’s specifications, regardless of their process sources (i.e. sub-tier supplier or subcontractor). Brady reserves the right to have visibility and approval of any subcontract operations or sub-suppliers.

4.4 Critical Characteristics

Inspection dimensions and performance characteristics have a significant influence on product fit, performance, service life, and manufacturability. Critical characteristics, identified by unique symbols on Brady drawings and specification, have a critical role in the functionality of the part or material in Brady products and are identified to denote where additional submission elements, approval requirements, and / or controls exist. Critical characteristics could be specific dimensions, adhesive shear, tensile strength, flammability or any other attribute that is considered essential to the functionality and marketability of the product.

At a minimum, Brady expects suppliers to demonstrate that processes for critical characteristics are stable and in control. Stability must be demonstrated through control charts or equivalent means.

4.5 Quality Planning

Brady recommends that the supplier follow a New Product Development Process (NPD) as part of their Quality planning activities. Brady employs a phase-gate NPD process and expects the supplier to work collaboratively during the development of new projects.

Brady requires that the supplier use a formal product/process planning process that generates documentation called for in the Production Part Approval Process (PPAP) as part of Quality Planning on manufactured components. Qualification requirements are defined and documented by a Brady qualification team on the Brady PPAP form.

4.6 Quality Records

Suppliers must retain all quality system records for a minimum of 3 years after part obsolescence, unless specified or legally required to be retained longer. This includes records of process control and traceability which are vital to any required failure analysis.

4.7 Material Traceability

As applicable, the supplier may be required to establish a lot traceability system that tracks raw material lot / batch numbers to the finished product lot / batch numbers including traceability to inspection records.

4.8 Intellectual Property (IP)

Any development or other research undertaken on behalf of Brady will be viewed by Brady to be Brady’s intellectual property. Any software or other invention or discovery in tangible media will be viewed as work for hire with all the rights vesting in Brady. Additional issues with intellectual property will be provided in the Master Supply Agreement (MSA), non-disclosure agreement (NDA), or other contractual documents provided by Brady.

While partnering with its suppliers, Brady views its corporate logo and namesake as a valuable investment, one that Brady will protect. As a result, the use of Brady’s name, logo, or likeness by a

supplier is not allowed unless provided in writing by Brady.

4.9 Cost Management

Brady desires to do business with strategic partners that provide the best overall value. That value is defined as the highest valued products at the lowest evaluated cost. Proper management of total cost throughout the supply chain is critical to Brady and our CI initiatives.

Total cost reduction is considered an integral part of the long term success of Brady and its suppliers and is now incorporated as a component of Brady's assessment of Supplier performance.

From time to time, the supplier may be required to provide full-cost disclosure to Brady. Supplier agrees to support this request and any information shared with Brady will be kept in strictest confidence.

4.10 Design Support

During the design phase and during the supplier selection process, suppliers may work with Brady engineers or authorized personnel, reviewing part models or component drawings. During this process, suggestions to change part geometry, materials, etc. that will allow suppliers to provide parts of higher quality or better consistency are strongly encouraged.

It is Brady's expectation that Approved, and especially Preferred Suppliers, are willing to participate in new product development activities. This is key to Brady's Supplier Integration philosophy, and all collaborative design activities will be conducted under the terms of Brady's non-disclosure agreement.

4.11 Tooling

It is expected that suppliers will procure tooling on behalf of Brady. Suppliers are expected to maintain and repair tooling at their expense in order to keep it in an acceptable state capable of producing components / products that meet Brady requirements.

Any specifications, drawings, information, tools, molds, masks, jigs, dies and other materials furnished to the supplier or funded or paid for by Brady (whether separate or as a part of the unit price) shall belong to Brady. These "Assets" shall be clearly marked as Brady property.

4.12 Right of Access

Brady reserves the right, upon reasonable advanced notice, to access the applicable areas of all facilities at any level of the supply chain involved in any purchase order and to all applicable records. Additionally, this access right must be granted to Brady's customers and Government or Regulatory Agency representatives.

5.0 Communication Requirements

5.1 Supplier Communication

Brady encourages a strong and open communication process whether it is through email, face-to-face meetings, phone calls, internet meetings, or other means. Formal communication, as may be required for notice provisions or for other legally significant communication, should be performed in writing as prescribed by Brady.

5.2 Need for Purchase Order or Contract Agreement

Product specific requirements should be communicated on Purchase Orders (PO). Product drawings called out on PO's may specify characteristics that affect the fit, form, and function of the product. Product configuration will be specified by the prints / drawings. Acceptance of the PO is an acceptance of the standard Terms and Conditions unless a signed MSA is in place whereby the MSA takes precedence. In addition, the supplier is required to advise Brady of any delays or changes to existing or future orders in a proactive manner.

Verbal orders or those made without a supporting PO will not be honored. As a supplier of goods and services to Brady, any action that you take or commitments that you make without a Brady PO is done

at your own risk. Brady will not be responsible for costs incurred without a PO.

It is expected that the supplier will respond to requests for quotation (“RFQ”) within the stated deadline or by the end of the next business day.

5.3 Revisions

Any revision to the product requirements will be communicated through the Brady sourcing organization using revision levels called out on PO’s. It is the supplier’s responsibility to review PO’s to ensure that up-to-date revisions of product requirements are utilized by their manufacturing. In case of non-compatibility, it is the supplier’s responsibility to request from Brady an updated specification. The supplier is not allowed to deliver previous revision level components, except by written agreement with the pertinent Brady plant sourcing / quality team.

5.4 Invoices

Most Brady sites require invoices be sent to a Brady accounts payable email address which are paid according to the PO document. In order for the supplier to be paid effectively and efficiently Brady utilizes a strict invoice payment procedure. The lack of a PO number, incorrect quantity and / or price, lack of contact information, sending the invoice to the incorrect email address, etc., will result in a no payment situation. Source-to-pay (S2P) initiatives are currently underway and being deployed to increase efficiencies in this process. Brady remains a “continuous improvement” company. Improvements in processes involving invoicing and accounts payable (e.g. S2P) are ongoing. Should Brady alter its methodology in managing accounts payable, the supplier will be notified in advance, and Brady will provide clarification / training as deemed appropriate.

5.5 Requests for Information

Upon request, and within a reasonable period of time, the supplier will provide information regarding products and / or product compliance initiatives, which are inclusive, but not limited to, a list of components and processes (including sub-tier suppliers), description of the product manufacturing process, country of origin (including sub-tier suppliers), harmonized tariff schedule code (HTS Code), ECCN/USML and restricted and reportable materials disclosure (RoHS, REACH, WEEE, Conflict Minerals, California Proposition 65, MSDS, etc.). These items have become as important as functionality and quality in marketing products in many regions of the globe. Therefore failure to provide the requested information can compromise Brady sales – along with the pull through for the supplier. Compliance and provision of compliance information is considered a condition of doing business.

5.6 Change Management Requirements

Supplier may not change the fit, form, or function of any product without Brady’s prior written approval. Supplier should make such request to their Brady Sourcing representative. Many such requests will require a PPAP submission to assure continued product and process performance.

5.7 Product No Longer Available

Suppliers must notify Brady of intentions to discontinue supply of products or services at least six months before a “last time buy” order will be accepted with Brady designed products. The supplier will continue to provide the discontinued product to Brady for a minimum of 12 months or until Brady can qualify and approve an alternate product or supplier. This requirement will be waived if Brady and the supplier have superseding terms as negotiated via MSA.

5.8 Electronic Business (e-commerce)

At a minimum, all Suppliers are required be able to communicate via e-mail.

Electronic business data interchange for planning, purchase, and sale transactions will be used when beneficial to both parties. This will include, but is not limited to, electronic data transfer to exchange design, engineering, and quality information. In some instances Brady will utilize the eAward (reverse auction) process for short-term, non-strategic contracts.

5.9 Requirements of Sub-Tier Suppliers

It is an expectation that the supplier will flow down to sub-tier suppliers the applicable requirements in the purchasing documents and terms and conditions.

6.0 Packaging and Logistics Requirements

Packaging and logistic requirements will be called out on Brady specific requirements as referenced in the product specifications, drawings, PO's and / or MSA's. Suppliers are requested to use Brady freight providers.

Suppliers will be responsible to adhere to all laws and regulations associated with import compliance, including proper documentation, country of origin requirements, and identification of products that may be subject to special governance of the US or local governments (i.e. Lacey Act, "10 + 2", etc.).

6.1 Delivery

A Supplier's ability to consistently deliver product on-time to the PO due date is an expectation and requirement to do business with Brady. All suppliers are evaluated through a scorecard and on-time delivery is a key component of that performance evaluation.

Product Lead-Time

Supplier lead-time for purchased products drives the material planning process and placement of purchase orders to Suppliers. The lead-time needs to be identified and agreed upon between Brady and the supplier. The supplier is expected to have continuous improvement activities in place to actively reduce the lead-time as much as possible and proactively communicate any changes to the lead-time by contacting the Brady Sourcing team member of record.

Shipping

Suppliers are required to ship product via the logistical instructions that appear on the PO. In most cases, this means that the terms are FOB / Exworks shipping point. In those unique instances where special conditions are required, the Brady Sourcing team member of record will confirm and approve any exceptions to the normal method of transportation. Supplier is expected to immediately contact the Brady Sourcing team member of record with any carrier related problems or delays.

Support Documentation

Shipments are required to have the proper supporting documentation, including, at a minimum, a packing list indicating the Brady PO number, Brady part number(s), part revision level, quantity, unit of measure, country of origin, and box X of Y, if in multiple packages.

6.2 Packaging

The supplier is expected to meet the shipping, packaging, and label requirements as specified by the applicable Brady location. If not specifically stated in a Brady document it is the supplier's responsibility to design and develop packaging and internal dunnage to withstand the given transportation mode.

Unless otherwise agreed upon with Brady, suppliers should ensure that product packaging and pallet unit are capable of passing International Safe Transit Association (ISTA) requirements. Specifically, shipping packages should be tested to the specific ISTA requirement, depending on package type and weight. All pallets must be ISPM 15 compliant including 10+2 ISF for ocean shipments.

7.0 Part Qualification

7.1 Production Certification Process

Brady may utilize a modified Production Part Approval Process (PPAP) incorporated into the Part Qualification process. This modified process allows Brady to make the Part Qualification Process simple, flexible and adaptable according to the requirements of the product and / or component.

The PPAP process may be used to qualify both new purchased parts and changes to existing parts or the manufacturing process and / or equipment. How and when a PPAP is applied is defined by specific situations called out in the PPAP requirements procedure. If a PPAP is required for a purchased part material, or product the supplier will be informed by Brady.

The supplier is responsible for ensuring that the sourced product meets all the requirements identified

both on the part print and all other referenced documents. If a PPAP is required, all product is considered unapproved until the PPAP submission is formally approved by the Brady Division sourcing the product and requesting the PPAP submission.

7.2 First Article Inspection (FAI)

Brady requires First Article Inspection (FAI) on many of our new parts and even changes to existing parts. FAI is typically a dimensional or performance related inspection performed by the supplier on a production ready part to verify compliance with our specifications prior to production trials and orders.

8.0 Corrective Action / Problem Resolution

8.1 Nonconformance to Product Requirements

It is crucial a supplier reacts to returned product and notifications with their analysis and documented corrective action response.

Detected at Supplier

When non-conformance is detected, the supplier is expected to determine the extent of the problem and take prompt action to correct the condition and prevent the shipment of all non-conforming material. The supplier should notify Brady of any “use as is” or “repair” non-conformances to the requirements of the Brady Purchase Order. “Use as is” and “repair” dispositions should be submitted to Brady prior to implementation, and further work should not be performed until directed by Brady.

Supplier should immediately notify the appropriate Brady Sourcing team member of record of any suspected quality problems in shipments already released and the corrective action being taken to eliminate the quality problem in the future.

Detected at Brady Site

When non-conforming material is detected at Brady, a Quality Notification (QN) and Corrective Action Request (CAR) will be created and Brady Sourcing will promptly notify supplier and arrange for material disposition. Costs incurred in returning shipments to supplier or reworking non-conforming material at Brady are the responsibility of the supplier. These costs include, but are not limited to, material, shipping, handling, Brady direct and indirect labor, and contracted services.

Detected through Customer Complaints

Reimbursement for costs associated with non-conforming product directly attributable to a supplier that is passed through to the customer or is required to be paid by Brady to the customer is expected. Reimbursement may include the cost of the product plus handling allowance, shipping, labor, and administrative costs incurred by Brady.

Disclaimer

The information contained in this Supplier Manual is the property of Brady Corporation and is being provided to Suppliers for the sole purpose of providing to our Suppliers an overview of the information and requirements of Brady Corporation that are necessary to fulfill its rights and obligations in its performance of awarded contracts or purchase orders. By Supplier's receipt and retention of this Supplier Manual without written objection to Brady Corporation, it agrees that (i) the information within this Supplier Manual is proprietary to Brady Corporation; (ii) Supplier will not use this information for any other purpose. The process of this document does not compel Brady Corporation in any way. Further, additional contractual documents will govern the relationship between Brady and any potential suppliers. This document does not in any way create a contractual relationship with Brady. Information in this document may change without notice or warning and should not be relied on for anything other than general information. Should there be any questions or issues, please contact a Sourcing representative from Brady.

*Questions on the content of this manual should be directed to the U.S. Brady Sourcing Team.
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