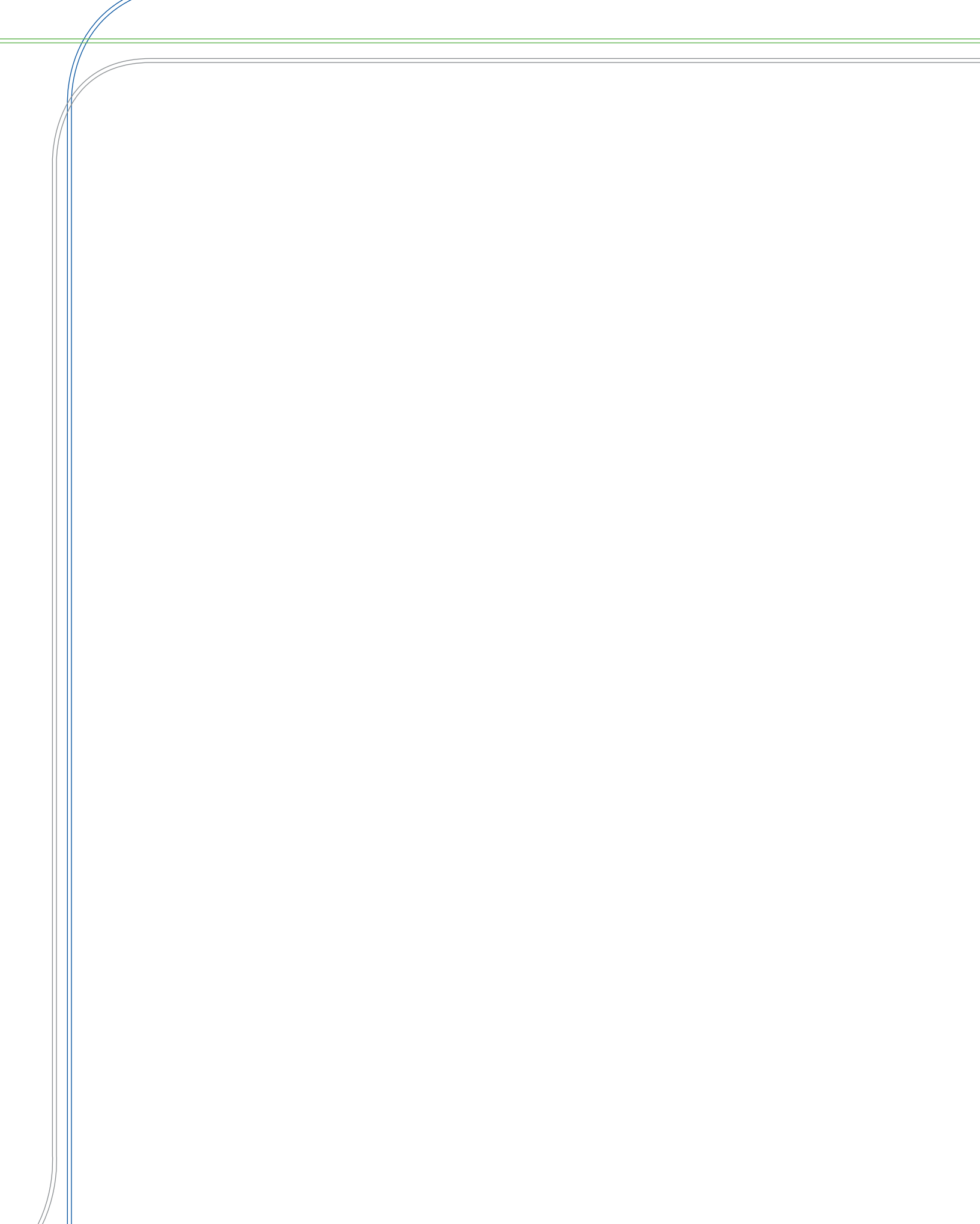




SUPPLIER HANDBOOK

CARLISLE
INTERCONNECT TECHNOLOGIES



Dear Supplier,

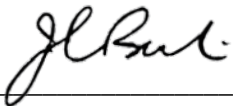
Competing in today's global market, requires that products and services must be of high quality and competitive cost. In order for Carlisle Interconnect Technologies (CarlisleIT) to be successful in meeting our customer requirements, we must have the processes and tools in place that will encourage and support our suppliers in meeting certain strict quality requirements. These requirements are driven from AS9100, ISO9001, other regulatory requirements and customer needs.

Our suppliers play an essential role in our success as partners in our global enterprise. We challenge our suppliers to be best in class on service, quality, delivery and cost. Suppliers that meet this challenge will be rewarded with increasing business.

The objective of this handbook is to provide our suppliers with our expectations to meet when conducting business with CarlisleIT. This handbook will provide a basis for high quality and lasting business relationships. All suppliers of production components, services and assemblies must comply with the requirements contained within this documentation, unless a special agreement states otherwise. Our intention is that our Supplier Handbook can be used as a tool to clarify communication and foster continuous improvement. CarlisleIT expects our suppliers to embrace the contents of this handbook and incorporate it into their everyday operations and product development activity.

We look forward to your support as a partner and we believe that by working together to meet these requirements, we can develop strategic partnerships that will benefit both suppliers and Carlisle Interconnect Technologies.

Sincerely,



John E. Berlin, President, CarlisleIT



Mark C. Smith, Vice President – Supply Chain

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Supply Chain Excellence

We expect our suppliers to partner with us on Supply Chain Excellence, which we define as:

When the collective efforts of suppliers, operations and associates, as well as formalized processes and procedures, creates a competitive advantage to your company and delivers sustainable, best in class profitability and customer satisfaction.

CarlisleIT has created the following twelve **Supply Chain Principles** to foster a culture of improvement across supply chain.

Supplier Selection

Will evaluate suppliers using audits, profiles, specifications, historical performances, total costs, corporate objectives, and compliance with CarlisleIT safety systems and procedures. An optimal number of suppliers will be selected with mitigation of sole source risk exposure.

Contract Management

Will require multi-year agreements, with annual productivity and performance commitments aligned with CarlisleIT expectations and market conditions.

Supplier Management

Will be necessary to engage key suppliers at every level of the organization and actively pursue joint projects to improve productivity and performance. This includes the use of COS (Lean/Six Sigma) tools by suppliers, which can be accomplished through the CarlisleIT training program. A continuous process will exist to ensure the optimum number of suppliers will be maintained and a process will be established to reward top suppliers.

Supplier Performance

Will be measured and evaluated using a consistent scorecard at all facilities. Suppliers will be required to consistently deliver continuous improvement in key performance areas.

Technical Resource Management

Will be used to actively involve suppliers in product development, with a shared responsibility for the execution of implementation plans. Suppliers will be directly linked with technical resources in areas including product design, application, and process capability. Development and performance needs will be anticipated by suppliers and will be provided with timely solutions to CarlisleIT.

Specification Management

Will be needed to establish a centralized, standard procedure to make sure all CarlisleIT material specifications are up to date and all CTQ's will be in place. Suppliers (if required) must certify to specifications on a per shipment basis and a robust process for addressing changes will be in place. Standardized specifications must be in place for common materials across all plants.

Transaction Management

Will require a paperless, electronic integration with all suppliers utilizing real-time collaborative planning information through a common exchange.

Capacity Planning & Replenishment Management

Will be employed by all key suppliers to manage inventory through electronic integration utilizing COS (Lean/Six Sigma) tools such as Just-In-Time, Kanban, Make-For-Hold, Supplier Managed Inventory and other advanced replenishment processes as close to the point of use as possible.

Working Capital

Initiatives use COS (Lean/Six Sigma) to drive continuous improvement of supply chain processes using cross-functional and/or cross-organizational approaches to improve inventory turns and reduce supply chain cost or waste.

Comprehensive Communications

Plans will be in place to ensure that supply chain and supplier objectives are consistently communicated throughout all levels of the organization.

Quality and Improvement

Will be employed in Supply Chain activities to support and champion Quality Systems leading to strong Supply Chain products and processes. This includes promoting the use of COS (Lean/Six Sigma, Quality Assurance Improvement, etc.) for improvement of production as well as non-production processes within the Supply Chain.

Organizational Structure/Development

Includes continuous improvement support in training or development between CarlisleIT and its suppliers including participation in business kaizen activities for either CarlisleIT or supplier-driven events, training by suppliers of CarlisleIT associates (e.g. best techniques to use their materials), improved interaction in supply and demand planning, or mutual activities that will be used to drive continuous improvement across CarlisleIT.

Introduction

In order to meet our competitive global market requirements, Carlisle Interconnect Technologies realizes the importance of working together with our suppliers to develop a successful relationship. The foundation of this relationship relies on the following strategies:

- » Close interaction between Engineering, Manufacturing, Purchasing and Quality personnel of CarlisleIT and its suppliers
- » The assurance of meeting the quality requirements of ISO9001, AS9100 and all applicable regulatory and customer requirements
- » To provide our suppliers with continuous feedback about their quality performance to support them in improving their overall quality and on-time delivery
- » Pursue excellence within the Supply Chain Excellence components as defined and described previously, through Supplier Relationship Management (SRM) and other joint initiatives

General Requirements

The following are mandatory General Requirements we expect our suppliers to fulfill.

Applicability

All suppliers are to fully comply with the stated requirements of this handbook. Practices may vary by individual CarlisleIT plant. Always consult with individual plants if there is a question regarding a specific requirement or form.

CarlisleIT reserves the right to change the contents of this handbook. Content updates will result in the updates of the online version and notifications being sent to suppliers. Every attempt has been made to keep this handbook current. Updates can be viewed at the following link: <http://www.carlisleit.com/locations>

Right of Access

Suppliers shall provide access to their premises and facilities for CarlisleIT, our customers and regulatory authorities for cooperation on product, process and business issues.

By prior notice, suppliers shall allow CarlisleIT and/or CarlisleIT customers access to both their facilities and those of their suppliers and sub-contractors, for the purpose of evaluating parts, processes, documents (i.e. FMEA, Control Plan, instructions, records, etc.), methodologies and systems used in manufacturing CarlisleIT products. CarlisleIT may, at its discretion, use third-party independent auditors. These individuals represent CarlisleIT and will audit the supplier's processes to establish conformance to validated quality systems.

Notification of Organization Changes

Changes to the supplier's organization that may affect quality and/or finance, shall be communicated in advance to CarlisleIT. These changes may include; company ownership, company name, manufacturing location, quality approvals, significant changes to process or inspection techniques.

Purchase Order Requirements

The supplier shall adhere to all Purchase Order (PO) Terms & Conditions and any stated special instructions. The PO is the controlling document and overrides any requirements specified in this document. The latest Purchase Order Terms and Conditions can be found on Carlisle Interconnect Technologies website at: <http://www.CarlisleIT.com/terms-purchase>

Acceptance of a purchase order constitutes acceptance and understanding of this Supplier Handbook. Suppliers are encouraged and expected to discuss and understand the specific applicability of these requirements with their Purchasing and Supplier Quality representatives.

Responsibility for Product Conformance

CarlisleIT and its customers expect our suppliers to deliver material that is 100% compliant with all the Purchase Order requirements. Suppliers and their sub-tier supplier(s) shall be responsible for quality, reliability and safety of their products/services to meet all form, fit, function, industry and regulatory requirements. CarlisleIT reserves the right to reject any material that doesn't meet the fit, form, function, industry, regulatory and CarlisleIT's PO requirements.



Communications

All communications related to the fulfillment of Purchase Order(s) shall be carried out through the CarlisleIT Purchasing Department. CarlisleIT Quality Department reserves the right to contact Suppliers and their sub-tier Supplier, for all quality related questions, issues, request for failure analysis, corrective/preventive actions or any other quality related concerns. Under no circumstance is the supplier to make a direct approach to CarlisleIT's customers in relation to agreed business dealings.

Protection of Carlisle Interconnect Technologies & Their Customers' Proprietary Information

Any information the supplier receives from CarlisleIT must be kept confidential and not disclosed to any third party without the prior written agreement of CarlisleIT. The proprietary information can include, but is not limited to, all versions of electronic data, drawings and documentation, tooling and materials.

Confidentiality and Non-Disclosure Agreement

As a condition to CarlisleIT furnishing the Supplier and its respective officers, employees, principals, agents and advisors (collectively, "representatives") with financial, technical and other information regarding CarlisleIT that has not been made generally available on a non-confidential basis, the Supplier agrees to hold such information in confidence per the terms of the Confidentiality and Non-Disclosure Agreement.

Disaster Recovery Plan

CarlisleIT requires our suppliers to prepare contingency to reasonably protect CarlisleIT's supply of product in the event that a supplier's facility cannot continue to operate due to a catastrophic event (e.g. utility interruptions, fire, flood, storm damage, temporary or limited data loss, chemical spills, air/water contamination, earthquakes, tornados, hurricanes, storm surges, complete data loss). Plans should be reviewed on a frequent basis to ensure that the contingencies listed are still valid. A copy of your Disaster Recovery Plan should be provided to CarlisleIT.



Supplier Request for Deviation

There may be circumstances when the Supplier discovers out-of-tolerance conditions within their facility that they believe can be deviated. If the supplier feels the condition does not affect fit, form or function, a one time deviation may be requested from CarlisleIT. At the plant's discretion, CarlisleIT may grant a deviation based on plant procedures and requirements.

The supplier will always request, in writing, a formal deviation (or concession) and receive approval before shipping non-conforming material to CarlisleIT. The supplier must fill out a Supplier Request for Deviation form, or an appropriate supplier equivalent form and return it for approval. If the deviation is approved by CarlisleIT, a copy of the signed request for deviation must be placed in each pack being delivered to CarlisleIT. Otherwise parts will not be accepted. A plan to return to normal production and the time required to do so may also be required at the same time as the written request.

When accepting a deviation, CarlisleIT reserves the right to pursue cost recovery if costs above normal production are incurred due to the deviation and supplier agrees they will be responsible for such cost. Rejection of a deviation request is not an acceptable reason for missed delivery.

CarlisleIT Owned Tooling and Supplied Product

All material, tools, manufacturing, test or inspection equipment belonging to CarlisleIT or their customers, will be permanently marked to clearly show that they are property of CarlisleIT or the customer. These tools will only be used for CarlisleIT products unless an authorization in writing exists. Contact your buyer for information regarding this subject. Supplied product can include intellectual property such as data used for design, production, or inspection.

Material Obsolescence

Supplier shall notify CarlisleIT at least two (2) years in advance if Supplier anticipates discontinuing the manufacture of any of the materials or spare parts.

Supplier shall make discontinued material and spare parts available for five (5) years after the material or spare parts are discontinued by:

- » Finding an acceptable source to provide the discontinued material or spare parts to buyer, or
- » Finding a substitute for the discontinued material or spare parts which is acceptable to CarlisleIT, or
- » Carrying an inventory of the material or spare parts as required to support CarlisleIT, or
- » After exhausting the above alternatives, providing CarlisleIT with the opportunity to make a last-time buy after allowing CarlisleIT a reasonable time to assess its needs.

Supplier Relationship Management (SRM) Requirements

At CarlisleIT we have a structured Supplier Relationship Management (SRM) program to maintain alignment at the plant, Vice President, and Executive levels. In these business review meetings, we discuss performance feedback, co-development opportunities, long-term agreements, service improvements and technical product road maps. Key Suppliers are expected to prepare for and participate in these meetings as directed.

Environmental Requirements/Regulatory/Ethical Business

CarlisleIT is dedicated to identifying and reducing the environmental impact of its operations, activities and products. It is our commitment to comply with all applicable laws and other regulatory requirements concerning the environment.

We are committed to preventing pollution and continually improving our environmental performance in all of our global operations. Our environmental performance will be achieved through a comprehensive Environmental Management System that provides the framework for setting and reviewing environmental objectives and targets of CarlisleIT. We expect the same of our Suppliers.

We will encourage our Suppliers to promote a sustainable development and strive to prevent undesirable impacts on the environment and their employees.

It is CarlisleIT's expectation that all Suppliers shall comply with certain business and ethical standards, as well as the laws of their countries and all other applicable laws, rules and regulations.

Dodd Frank Act S1502 (Conflict Minerals)

By accepting a purchase order, the Supplier must certify that they comply with the Dodd-Frank Act Section 1502 reporting requirements, regardless of the country or countries in which they are doing business. If any tin, tungsten, tantalum or gold are used in products provided to CarlisleIT, this must be disclosed to the CarlisleIT buyer. For the minerals identified, we expect the Supplier to perform a reasonable country of origin inquiry and proper due diligence to determine the conflict status of the smelter and/or mine. This information will be provided to CarlisleIT using the standard EICC/GeSI Conflict Minerals Reporting Template. The template and training materials are also available at: www.conflictreesmelter.org.

Additionally, Suppliers may be requested to provide evidence that a proactive policy - adhering to Dodd Frank Act S1502 - is in place.

Counterfeit Parts Prevention

"Counterfeit Parts" shall mean a part, component, module or assembly whose origin, material, source of manufacture, performance or characteristics are misrepresented. This term includes, but is not limited to, (A) parts that have been (re)marked to disguise them or falsely represent the identity of the manufacturer, (B) defective parts and/or surplus material scrapped by the original manufacturer and (C) previously used parts pulled or reclaimed and provided as "new".

As used herein, "authentic" shall mean (A) genuine, (B) from the legitimate source claimed or implied by the marking and design of the product offered and (C) manufactured by, or at the behest and to the standards of, the manufacturer that has lawfully applied its name and trademark for that model/version of the material.

"Independent Distributor" shall mean a person, business or firm that is neither authorized nor franchised by an Original Component Manufacturer (OCM) to sell or distribute the OCM's products but which purports to sell, broker, and/or distribute such OCM products. Independent Distributors are also referred to as un-franchised distributors, unauthorized distributors, and/or brokers.

Supplier represents and warrants that only new and authentic materials are used in products required to be delivered to CarlisleIT and that the products delivered contains no Counterfeit Parts. Supplier shall maintain a documented system (policy, procedure, or other documented approach) that provides for the prior notification and CarlisleIT approval before materials are purchased from sources other than Original Equipment Manufacturers (OEM's)/OCM's. To further mitigate the possibility of the inadvertent use of Counterfeit Parts, Supplier shall only purchase authentic parts/components directly from the OEMs/OCMs or through the OEM's/OCM's authorized distribution chain. Supplier must make available to CarlisleIT, at CarlisleIT's request, OEM/OCM documentation that authenticates traceability of the components to that applicable OEM/OCM. Purchase of parts/components from Independent Distributors is not authorized unless first approved in writing by CarlisleIT Procurement Representative.

All Suppliers (including OEMs, authorized distributors and independent distributors) shall provide original OCM/OEM certificate of conformance with each shipment supporting this Contract/Purchase Order.

Supplier shall flow the requirements of this document to its subcontractors and Suppliers at any tier for the performance of this Contract/Purchase Order. Receipt of suspect material will result in official reporting to GIDEP by CarlisleIT.

RoHS

The Restriction of Hazardous Substances Directive 2002/95/EC (RoHS) was adopted in February 2003 by the European Union. All Suppliers shall know and understand the contents of its products, including the products of its Suppliers. Upon CarlisleIT's request, Suppliers shall provide a complete listing of the product's physical contents. If necessary, CarlisleIT will require documentation from the Supplier certifying their product to be RoHS compliant.

REACH

The European Regulation (EC) No. 1907/2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH) entered into force in June 2007. Suppliers shall comply with all applicable REACH requirements that affect the products they supply to CarlisleIT. CarlisleIT expects Suppliers will have a dialogue with their own supply chain and with CarlisleIT regarding all applicable aspects of REACH.

California Transparency in Supply Chains Act

The California Transparency in Supply Chains Act requires manufacturers doing business in the state of California to disclose their efforts to eradicate slavery and human trafficking from their direct supply chains. All Suppliers to CarlisleIT are required to certify that materials incorporated into the product comply with the laws regarding slavery and human trafficking of the country or countries in which they are doing business.

Suppliers of FAA Approved Parts

- » Suppliers for Federal Aviation Administration (FAA) approved material, including Suppliers of proprietary parts upon whom an applicant relies for controlling conformity and quality, are formally advised that their inspection system and materials being supplied are subject to inspection by the FAA
- » Purchasing and Supplier Quality will monitor Suppliers for FAA approved parts that CarlisleIT relies on their inspection system to ensure they meet CarlisleIT's and our Customer's requirements
- » Purchasing will determine if there are foreign Suppliers who are directly related to our supply chain for FAA approved parts. CarlisleIT will contact the FAA regarding these foreign Suppliers
- » Purchasing and/or Supplier Quality will communicate to Suppliers any FAA approved parts. No changes can be made to the design of these parts without written approval from CarlisleIT prior to implementing any changes
- » Purchasing and/or Supplier Quality will communicate to Suppliers for FAA approved parts that they cannot ship nonconforming parts or material to CarlisleIT without a signed deviation from CarlisleIT

ITAR Compliance

International Traffic in Arms Regulations (ITAR) compliance applies to all Suppliers of parts with any potential to be used in Military Applications. Any purchase order, quote, specification, print/document may contain TECHNICAL DATA WHOSE EXPORT IS RESTRICTED BY ARMS EXPORT CONTROL ACT (TITLE 22, U.S.C. SEC. 2778-2780). VIOLATIONS OF THESE EXPORT LAWS ARE SUBJECT TO SEVERE CRIMINAL PENALTIES. DISSEMINATE IN ACCORDANCE WITH THE PROVISIONS OF DOD DIRECTIVE 5230.25 ASSIGNMENT OF NON-US PERSONNEL.

- a) In order to assist CarlisleIT Corporation Compliance with US Security and Export requirements, Seller shall not assign any persons who are not United States Citizens or aliens granted permanent residency in the United States to work on projects or supply the materials covered under any purchase order without first obtaining CarlisleIT written approval, which approval shall not be unreasonably withheld.
- b) Seller shall be responsible for ensuring that all personnel it assigns to this work on behalf of Buyer has all the appropriate and current licenses and State Department approved documents necessary to perform the work. Seller shall produce such records at any reasonable time upon CarlisleIT's request.

If Seller is not sure whether or not the products they provide fall under the ITAR category they are responsible for getting with Buyer and ensuring compliance. **In accordance with ITAR/EAR requirements, all visitors to our facility may be subject to a background check.**

DPAS Rated Orders

As a Supplier to the US Department of Defense, CarlisleIT will, from time to time, accept orders or contracts that fall under the provisions of the Defense Priorities and Allocation System (DPAS).

The purpose of the DPAS is to:

- » Assure Timely Delivery of materials and services from private industry to meet National Defense needs; and
- » Provide an operating system to support rapid industry response to Government Procurement needs in times of need. CarlisleIT will not designate individual POs as DPAS rated or not, Suppliers to CarlisleIT should be aware of and prepared to meet the requirements of DPAS for all POs.

Supplier Assessment/Qualification

Approved Supplier List

CarlisleIT maintains an approved Supplier list for all certified/approved Suppliers, which may be maintained at the plant level.

Methods of Supplier Assessment

Risk Assessment Survey/Supplier Quality Questionnaire

A Supplier Risk Assessment Survey and/or Supplier Quality Questionnaire are used for both new Supplier evaluation as well as for periodic assessment. The Survey/Questionnaire shall be completely filled out, evaluated and approved prior to CarlisleIT placing a purchase orders with the Supplier. All questions must be appropriately answered and rated. If the Supplier has any questions regarding the Supplier Quality Questionnaire, Supplier may contact CarlisleIT Purchasing or Quality Department.

The purpose of this Survey/Questionnaire is to give an initial overview of the Supplier's organization, systems, and capabilities. After the completed document has been evaluated by CarlisleIT, a decision will be made as to the level of approval be granted.

Supplier Scorecard

CarlisleIT will monitor the performance of select Suppliers using some or all of the following criteria:

- » On Time Delivery
- » Days Payable Outstanding (DPO)
- » Quality
- » Supplier Service Responsiveness
- » Lead Time
- » Productivity

More specific information on performance levels in these key criteria is available. A Supplier's continuous improvement plans should target zero defects and 100% on-time delivery. Regular reporting of performance to select Suppliers will be communicated via a Supplier scorecard.



Supplier On-Site Audit

As part of CarlisleIT's Supplier Development Program and Supplier Control Process, all Approved Suppliers may be subject to an on-site Supplier Verification Audit. Selected Suppliers will be audited as necessary to verify product/process conformance.

The purposes of the On-Site Audit are:

- » To evaluate an existing or new Supplier's compliance to, and ability to, effectively execute quality processes/procedures required by CarlisleIT
- » To facilitate improvement in a Supplier's quality system by driving corrective action in areas of non-conformance
- » To provide input regarding Supplier's quality performance to the enterprise
- » To provide an overall estimate of the level of CarlisleIT support required in bringing a Supplier to acceptable status

Re-evaluation of existing Suppliers may be done in following cases:

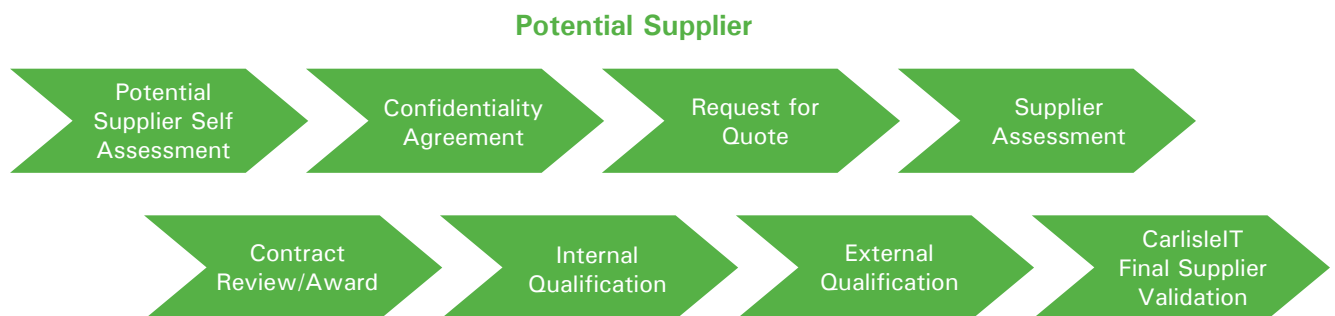
- » Necessity of the re-evaluation of an approved/existing Supplier will be decided on a case to case basis by CarlisleIT
- » Acquisition, merger, lay-off after employee strike, after riots, after natural calamity e.g. flood, etc.
- » Change of process, Supplier, equipment, machines, etc.
- » Process audits may be performed on an annual basis
- » Repeated quality non-conformances or consecutive quarters below minimum scorecard metrics

Capacity

CarlisleIT expects the Supplier to have sufficient capacity to meet quoted demand at all times. CarlisleIT may require the Supplier to validate this capacity in terms of Manpower, Machine and Material with objective data. This may be verified during or at any time after the Supplier selection process. We expect Suppliers to flex their capacity within a reasonable time frame for their industry and to respond to fluctuations in CarlisleIT schedules without increasing lead times. This may require operating for extended hours as needed. We expect our Suppliers to add or source appropriate capacity as CarlisleIT requirements grow. We will periodically perform rate readiness reviews with our Suppliers based on customer demand.

Qualification Process

The sourcing process below describes how CarlisleIT evaluates its potential Suppliers and determines where specific parts will be purchased.



Quality Management System Requirements

General

It is preferred that all suppliers have a Quality Management System that meets the intent of AS9100 (Quality Management Systems – Requirements for Aviation, Space and Defense Organizations).

Supplier shall implement and maintain a Quality Management System, which complies with the applicable Quality System standard or specifications. The Supplier shall establish and maintain a clearly documented quality system that provides means of ensuring that products conform to specified requirements. This system shall control the issue of drawings, specifications, procedures, etc. Provision shall be made for the control of obsolete copies and their subsequent archiving and disposition.

Quality Records

Records Control

The Supplier shall maintain a documented procedure for record creation, change (handwritten or other), completion and control of Quality records in accordance with the applicable Quality System standard (i.e. – ISO 9001:20xx, AS/EN9100).

Records Retention

Record retention schedules can vary greatly by industry. All CarlisleIT Suppliers must have a robust process for maintaining records consistent with the requirements of the products they deliver and the industries they serve. In some cases, it is a requirement to maintain records indefinitely. In those situations, unless otherwise approved by CarlisleIT in writing, Suppliers shall retain all required records permanently; notifying CarlisleIT prior to the destruction of any records pertaining to the quality of product supplied — including but not limited to: test reports, calibration records, production records, sub-tier supplier certificates of conformance.



Management Responsibility

The Supplier shall make known a person to CarlisleIT, who will have the necessary authority to assume responsibility for product quality. It is expected that the named person will provide evidence of the Supplier's commitment to the development and implementation of the quality management system and continually improving its effectiveness.

Resource Management

The Supplier shall determine and provide the resources needed to maintain the quality system and continually improve its effectiveness, and enhance customer satisfaction by meeting CarlisleIT requirements. Personnel performing work affecting product quality shall be competent on the basis of appropriate education, training, skills and experience. The Supplier shall determine, provide and maintain the infrastructure needed to achieve conformity to product requirements.

Product Realization

Customer Related Processes (Contract Review)

Orders or contracts shall be formally reviewed to ensure that the supplier has the technical and logistical capabilities to meet the requirements. Any discrepancies or queries shall be resolved before the order or contract is accepted. Amendments to orders or contracts shall be formally reviewed. Records of contract review shall be maintained.

Design and Development

If Design activities are undertaken for CarlisleIT by the Supplier, design inputs and outputs shall be adequately specified (e.g. by specifications). Formal documented reviews shall be held at appropriate stages of design. Designs shall be checked by verification (theoretical check) and validation (practical check). All design changes shall be documented and approved by CarlisleIT Engineering personnel before implementation.

Purchasing

Supplier shall not sub-contract any work awarded by CarlisleIT without the prior written approval from CarlisleIT. Supplier shall maintain records of lot code traceability throughout the product life. The Supplier shall establish and implement activities to ensure that purchased material is conforming to all applicable requirements.

Supplier Sub-Tier Control

The Supplier shall ensure that subcontractors/suppliers are evaluated and selected on their ability to meet specified requirements. A list of approved subcontractors/suppliers shall be maintained. Purchasing documents shall clearly describe the relevant drawings and specifications including issue status and the quality requirements to be applied. CarlisleIT expects our suppliers to bear responsibility and maintain control over subsequent processes done at subcontractors.

Product and Service Provision

Manufacturing processes shall be defined by documented procedures. Criteria for quality shall be defined in a clear and practical manner. Where processes cannot be verified by subsequent inspection or testing, such processes shall be performed by qualified operators or have suitable process control parameters established.

Control of Monitoring and Measuring Devices

All measuring and test equipment used to demonstrate conformance of product shall be calibrated with reference to

international and national standards. Such equipment shall be clearly marked with identification of its calibration status, including expiry date. Records of calibrated equipment shall be maintained. When equipment is found to be out of calibration, actions shall be taken to identify any affected product including product already dispatched.

Foreign Object Debris (FOD)

The Supplier shall develop and maintain a Foreign Object Debris (FOD) prevention program to identify and eliminate foreign object entrapment areas and paths through which foreign objects may migrate and cause product failure. The FOD program will include design, manufacturing, and process controls to prevent FOD in deliverable items. The Supplier shall include periodic self-assessment of internal FOD prevention practices to measure effectiveness. Delivered material must be clean and free from any material/debris, such as machined chips, burrs, grinding dust, forming materials, corrosion, oil and other foreign material on surfaces to prevent FOD entrapment. The Supplier shall be responsible for all product cleanliness which includes all packaging materials (including internal packaging and returnable dunnage if applicable) for such components. The Supplier should have special emphasis controls in place appropriate for the manufacturing environments.

Packaging/Labeling/Shipment Requirements

CarlisleIT and the Supplier shall agree upon the packaging, labeling and shipping requirements. Suppliers providing product on a global scale, shall work with the receiving location to ensure that the packaging is sufficiently robust to withstand shipment by sea and arrive on time, without damage.

In the absence of specific packaging requirements from CarlisleIT (in writing) the Supplier shall control packing, packaging, and marking process to the extent necessary to ensure conformity with minimum industry requirements. Product shipped on a skid must be fixed in a manner that will not allow shifting or damage during shipment. Cartons must be of sufficient strength to assure that component quality will not be affected during shipment or storage. Bulk containers must have sufficient strength to assure that the quality of the contents will not be affected during shipment or storage. The top of every bulk container must be covered (lid, cardboard pad, shrink wrap, etc. to protect contents). Container labels and packing slips should include at a minimum CarlisleIT part number, engineering change number, quantity and purchase order. Product found damaged upon receipt, while still on the carrier, will not be accepted by CarlisleIT. The Supplier will be notified of the return so that immediate corrective action can be taken to insure that supply is not interrupted.

Purchase Order Schedule Changes

Periodically, Purchase Orders (POs) may be required to be expedited or deferred. All Suppliers are required to assist with the re-scheduling of these orders as needed by CarlisleIT. Each individual case may be subject to review based on the Supplier's ability to perform, but a quick response with information (within 24 hours) is expected unless otherwise stated and/or agreed upon.



Measurement, Analysis and Improvement

Monitoring and Measurement of Product

The Supplier shall monitor and measure the characteristics of the product to verify that the product requirements have been met. This shall be carried out at appropriate stages of the product realization process in accordance with the planned arrangements.

Ship to Stock/Certified Supplier Program

CarlisleIT defines a certified Supplier as one who is found to supply material of such quality that it is not necessary to perform routine testing on each lot received. Material or services may be received directly into stock, with only the agreed upon Supplier prepared certification documents, accompanying each shipment and reviewed by appropriate CarlisleIT personnel. Certified Suppliers will be viewed as strategic to the continued growth and success of CarlisleIT.

CarlisleIT seeks to certify Suppliers on the basis of sound business and quality practices that are consistent with our own. Suppliers selected to participate in CarlisleIT Ship to Stock or Certified Supplier Programs will be notified by the Quality Department and will undergo strict qualification process.

Supplier First Article Inspection (FAI)

First Article Inspection (FAI) shall be performed in accordance with the requirements of AS9102 (Aerospace First Article Inspection Requirement) as per the revision level established at time of purchase order issuance. First Article Inspection (FAI) shall be performed prior to product acceptance and/or shipment to Carlisle Interconnect Technologies.

All suppliers shall provide a process for the inspection, verification, and documentation of a representative item from the first production run of a new part. Any subsequent changes invalidate the previous first article inspection result and a new inspection report shall be resubmitted for approval. The First Article Inspection Report must be submitted to CarlisleIT with the first shipment of the impacted product.

Control of Non-Conforming Product

Seller shall have an established procedure, and require their sub-tier suppliers as well, for advance notification of CarlisleIT for escaped nonconforming products and make all necessary arrangement for immediate containment and product recall if necessary. The advance notification of escape to CarlisleIT shall, by Supplier and/or its sub-tier, happen immediately upon discovery of the non-conformity.

The advance notification shall include details of product information, nature of nonconformity, manufacturing date, lot & part traceability information to the point of Origin, containment plan and actions in all locations & en route.

Supplier agrees to bear all costs associated with the escape of nonconforming products including but not limited to: rework cost, recall cost, nonconforming material cost and any other cost that CarlisleIT may encounter due to the escape of the non-conforming product.

Purchase Order On-Time Delivery

CarlisleIT expects suppliers to deliver the right product at the right time in the right packaging using the right carrier as specified by the purchase order. We expect 100% on time delivery of correct quantities with correct shipping documentation. On time delivery (OTD) is defined as 3 days early to zero days late, or as otherwise agreed. If a supplier is unable to meet a delivery commitment and does not provide sufficient notice to CarlisleIT

of inability to meet its commitment as well as provide an acceptable recovery plan, CarlisleIT reserves the right to utilize premium freight and/or labor to meet commitments to our customers and charge the supplier for the additional costs incurred.

Product Process Change Notification

- » This applies, but is not limited to the following cases:
- » Transferring of the production line (partly or totally) to a new or existing plant or building in the same or other country
- » Change of a supplier, for raw material, components, sub-assemblies or outside process such as surface treatment, machining, paint shop, warehousing, etc.
- » New production layout or new/different equipment
- » Packaging changes or repackaging operations
- » Renewal of current tooling
- » Change of raw material
- » Outsourcing permanently part of the production to a tier 2 Supplier
- » Request for product design changes such as dimensions, functions, appearance

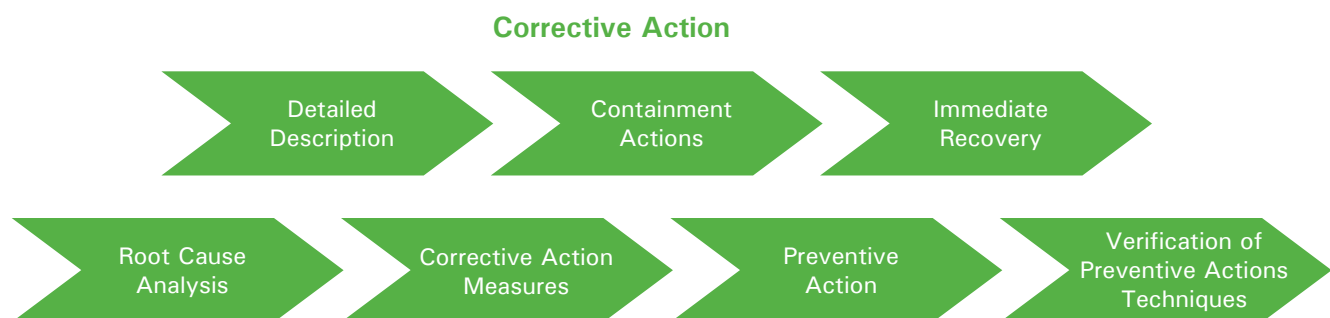
Non-Conforming Material Reports (NCR)

In case of CarlisleIT receiving non-conforming materials from the Supplier, discovery of product field failures, malfunctioning products, or request from CarlisleIT's customer(s), CarlisleIT may request from the Seller to conduct a formal investigation and provide failure analysis reports with objective evidence to identify the root cause(s) of the non-conformities.

The primary purpose of an NCR (also referred to as CAR – Corrective Action Request, SCAR – Supplier Corrective Action Request, or CAPA – Corrective and Preventive Action) is for the supplier to provide an effective immediate containment of the non-conforming product. Supplier shall provide CarlisleIT with a Return Material Authorization (RMA) or equivalent to return non-conforming material. The RMA shall include all necessary information to return products to the supplier. The RMA should be provided within 48 hours and credits issued within 30 days for non-conforming material.

Corrective Action Request

When deemed necessary by CarlisleIT, Supplier shall provide a Corrective Action Request with verifiable documents that include implementation and target dates, for non conformities reported by Carlisle Interconnect Technologies.



Per request of CarlisleIT, Supplier shall take immediate action to implement and document the following requirements on the report:

- » Detailed Description of Nonconformity
- » Actions taken to assure 100% containment of suspect parts/products/raw materials at all locations & in-transit
- » Immediate Recovery Plan
- » Root Cause Analysis of Non-Conformities/Determination of Failure Modes
- » Corrective Action Measures
- » Preventive Action Plans to prevent reoccurrence
- » Verification Method(s)/Technique(s) to Confirm Effectiveness of Corrective & Preventive Action(s)

Product(s) rejected by CarlisleIT and resubmitted by Supplier shall be clearly identified as re-submitted product(s) and must also be documented on Supplier's shipping documents that product(s) delivered are either "replacement" or "reworked" product(s).

Supplier's documents shall include reference to CarlisleIT's rejection document number and Supplier's copy of corrective & preventive action report as applicable.

Expectations / Chargeback

To protect CarlisleIT and prevent further defective material from leaving the Supplier facility, it is imperative that the Supplier takes immediate action and initiates containment. The Supplier is responsible for both containing non-conforming material at their location, as well as material in-transit, at sub-suppliers, or other lots already delivered to CarlisleIT. If the Supplier fails to initiate immediate action and containment or it is determined to be ineffective, CarlisleIT may use a third party service at the Supplier's expense.

If the Supplier suspects non-conforming parts have been shipped to a CarlisleIT facility or finds nonconforming parts within the Suppliers finished goods inventory, CarlisleIT expects the supplier to immediately notify CarlisleIT of the problem. CarlisleIT will look positively on a Supplier that takes the initiative to inform CarlisleIT about a potential defect.

In the event that there is an issue found at CarlisleIT, the Supplier is expected to confirm the receipt of the SCAR request by telephone or mail within 24 hours. Quicker response may be required based on the severity of the situation. CarlisleIT expects the Supplier to define, implement, document, and communicate the containment actions to CarlisleIT within 48 hours. In some situations CarlisleIT may decide to visit the Supplier or subcontractor in order to participate in the root cause analysis. CarlisleIT reserves the right to utilize on-site (or 3rd party) staffing for sorting and containment in order to meet production demands or customer service. Any CarlisleIT labor utilized in containment activities will be charged back to the Supplier at a negotiated rate. Lost production time due to non-conforming supplied product will be documented and charged back at the current shop rate. In addition, any premium freight incurred to meet customer demands will be charged back to the Supplier at the invoiced amount.

CarlisleIT monitors supplier-caused disruption costs to CarlisleIT and its Customers. Costs associated with supplier-caused disruptions will be recovered from the Supplier. Typically these costs could arise from:

- a) Nonconforming material detected within CarlisleIT or by its customers
- b) Supplier caused warranty issues
- c) Line stoppages at CarlisleIT or its customers due to supplier issues
- d) Supplier Quality Improvement work beyond normal planned activity
- e) Scrap incurred at downstream operations due to defective material

Corrective/Preventive Action Request (CAPA, CAR, SCAR) Extensions

Supplier shall make all efforts to fulfill the corrective action requirements including meeting all action dates and providing objective evidence. If the Supplier is unable to fulfill the SCAR requirements, the Supplier may contact CarlisleIT Supplier Quality Representative to request an extension. Supplier shall formally request the extension at least 5 business days before the SCAR is due. Extensions are reviewed and approved by CarlisleIT Quality Department on a case by case basis. A reasonable explanation shall be provided by the Supplier with extension requests. Failure to meet SCAR due dates and/or requesting an extension prior to the assigned due date may result in a negative impact on the Supplier's quality rating which may potentially lead to disqualification of the Supplier.

Verification of Corrective Actions

CarlisleIT Quality Department reserves the right to request objective evidence that the SCAR has been effectively implemented. If deemed necessary, CarlisleIT may conduct Supplier Audit or Surveillance to verify the effectiveness of submitted SCARs.

Continuous Improvement

The Supplier shall demonstrate a top management commitment to continuous improvement. A comprehensive philosophy of continuous improvement must be identifiable throughout the entire supplier organization. Suppliers must endeavor to make continuous improvements to the quality, deliveries, schedules and prices, to both parties' benefit. The philosophy of continuous improvement should be extended to all business processes. Specified plans must be drawn up for those processes that are considered important. CarlisleIT encourages the Supplier to work on:

- » Error proofing techniques (POKA – YOKE)
- » Six Sigma
- » Lean manufacturing
- » SPC
- » TPM (Total Productive Maintenance)
- » The “Five S” philosophy
- » Visual systems
- » Electronic Integration

Development

Suppliers are expected to provide CarlisleIT with exceptional quality, delivery, cost and capability to enable CarlisleIT to meet its business goals and those of its customers and stakeholders. Action will be taken to improve or remove poor performers and to better utilize Suppliers that excel.

Pricing

All pricing from a Supplier is considered firm for an indefinite period or as agreed (in writing). CarlisleIT expects continual pricing improvement and the Supplier to maintain and/or reduce pricing to benefit both CarlisleIT and supplier. If adjustments are identified by a Supplier that result in an increase in price, CarlisleIT requires ninety (90) days written notice of request for price adjustment and a presentation by the Supplier specifically expressing the need for the change to include suggestions for off-setting or absorbing the change, unless otherwise determined by the contractual agreement. All requests for price increases need to be submitted to the CarlisleIT corporate office in St. Augustine. Adjustments that result in a price reduction must be reviewed by CarlisleIT before any changes are made. Completion of the above increase or reduction procedure does not constitute acceptance by CarlisleIT. However, CarlisleIT will gain the ability to review the situation and identify alternative items to aid cost control by CarlisleIT and its Suppliers.

The Supplier should work collaboratively with CarlisleIT to develop products and services that allow both parties to continually reduce costs each year. Savings are defined as efforts that result in changes to product design, manufacturing processes, packaging, shipping, inventory management and any and or all direct and indirect costs that ultimately lower our mutual costs.



Shipping Documentation Requirements

Packing Slip

Supplier shall provide a packing sheet or attachments for each separate shipment with the following minimum requirements:

- » Supplier's company name and address
Note: The manufacturing/shipping address that has been surveyed and approved by CarlisleIT for the Supplier code listed on the purchase order must be noted on the packing slip or certification
- » Purchase order number, line item(s), and part number(s)
- » CarlisleIT dispositioned nonconformance document number(s); if applicable
- » Evidence of CarlisleIT and/or Government Source Inspection acceptance when applicable

Certificate of Conformance

The Supplier is responsible to ensure that CarlisleIT receives 100% defect-free product to the correct print revision level by the agreed delivery date or be liable for any cost incurred due to late shipments or incorrect materials.

Supplier shall provide a Certificate of Conformance (C of C) assuring that all work performed in connection with the purchase order conforms to requirements therein. The C of C may be a separate document or included on the packing sheet. The Supplier's quality management or designee must sign and/or stamp this document.

Distributors shall attach original manufacturer's Certificate of Conformance with their own Certificate of Conformance.

In the event of shipping multiple lot codes of the same part number, each lot code and the corresponding quantity must be stated on the C of C.

Suppliers of Age-Sensitive Materials

Supplier shall provide original manufacturing/cure date, and lot number(s), and the shelf life expiration date (if indefinite or unlimited, so state). The Supplier shall physically identify the shelf-life expiration date on the deliverable product or the unit packaging according to the applicable standard. In addition, Supplier shall forward any special storage/handling instructions to Carlisle Interconnect Technologies. Supplier is responsible to determine if acceptance test report submittal is required in accordance with applicable material specification.

Date sensitive materials must have at least 85% of their active life remaining at the time of shipping to CarlisleIT.

Import / Export Compliance Documents

Export Classification

All items must identify the export classification either the Commerce Control List – CCL (EAR) or ITAR classification. The Commerce Control List can be found in Supplement No. 1 to part 774 of the EAR. It is divided into ten Categories (Nuclear Materials, Chemicals, Material Processing, Electronics, Computers,

Telecommunications and Information Security, Sensors and Lasers, Navigation and Avionics, Marine and Space Vehicles) and lists the items under the export control jurisdiction of the Bureau of Industry and Security, U.S. Department of Commerce.

The International Traffic in Arms (ITAR) classification or the United States Munitions List is described in Part 121 of the ITAR. It is divided into 21 categories that include items such as firearms, ammunition, guided missiles, bombs, aircraft, protective personnel equipment, spacecraft, etc. Each category is further broken down into paragraph, that includes the actual article, but also any component specifically designed or modified for a defense article, and technical data.

Request may be done using form CP-102AC – Commodity Export Classification Request or equivalent.

Country of Origin

All items must list the County of Origin and if requested the supplier will provide a Certificate of Origin which meet the requirements of the various Free Trade Agreements which the US are signatories to. The FTA are Australia, Bahrain, CAFTA-DR, Chile, Colombia, Israel, Jordan, South Korea, Morocco, NAFTA, Oman, Panama, Peru and Singapore.

HTC

All articles must list the Harmonized Tariff System (HTS) code (US) or Schedule B: used for compiling export trade statistics. The HTS codes may be accessed at: <http://www.usitc.gov/tata/hts/>



