

Supplier Quality Manual
Napoleon Group of Companies
ISO 9001:2015 Quality Management System





Supplier Quality Manual

ISO 9001:2015 Quality Management System

APPROVAL

The signatures below certify that this management system manual has been reviewed and accepted and demonstrates that the signatories are aware of all the requirements contained herein and are committed to ensuring their provision.

	Name	Signature	Position	Date
Prepared by	Carol Bohner		Supplier Quality Engineer	March 7/23
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Approved by	Nuria Defoe		Director of Procurement	March 7/23

COMPANY PROPRIETARY INFORMATION

The electronic version of this document is the latest revision. It is the responsibility of the individual to ensure that any paper material is the current revision. The printed version of this manual is uncontrolled, except when provided with a document reference number and revision in the field below:

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AMENDMENT RECORD

This quality manual is reviewed to ensure its continuing relevance to the systems and process that it describes. A record of contextual additions or omissions is given below:

Page No.	Co	Revision	Date
All	Initial manual release	REL	04-Apr-18
4 - 5	Supplier Development divided into 2 paragraphs for POs	A	26-Apr-18
8	Modified - 5.3 The shipper number will be . . . raw material <u>heat or batch number and the Wolf purchase order.</u>	B	14-Aug-18
8	Added - 5.4 Upon request the supplier will guarantee the special process through an electronic Certificate of Conformance letter stating that all specifications have been met in processing.	B	14-Aug-18
9	Added – 5.5 Suppliers of all types of gas valves and regulators must provide an electronic Certificate of Conformance letter stating that all drawing specifications have been met on each shipment received. Each certificate must reference the purchase order.	B	14-Aug-18
11	Added – to 5.9.1: Control of Non-Conforming Product 1. All issued RMRs must have a formally response per page 2 of the RMR form issued. 2. All defective valves will be returned for supplier analysis and reporting utilizing ISO-1016 report form.	C	5-Feb-20
16	Added - 8.0 OEM and Pass-Through Product Requirements section.	D	9-Jul-20
17	1. Added – 2.0 Responsibility - Supplier shall comply with all current regulatory standards that...See Appendage 1— APPLICABLE RESTRICTED MATERIALS LEGISLATION 2. Added Appendage 1 at the end of the manual APPLICABLE RESTRICTED MATERIALS LEGISLATION	E	28-Feb-22
ALL	Updated to reflect Napoleon naming throughout and added the China/EU locations	F	31-May-22
16 & 17	Added 7.1 Shipping Bin Bar Code label	G	31-Oct-22
Addendum Approval	Added supplier acceptance sign-off to end of NSQM Revised the President to Mike Tzimas	H	7-Mar-23
21	Removed paragraphs 8.3.5.1 and 8.3.5.2 – 3% defect rate references.	I	6-Apr-23



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1.0 Introduction

Napoleon Group of Companies, also known as Wolf Steel and herein after referred to as “Napoleon” has developed and implemented a supplier quality management system (SQMS), which uses ISO 9001:2015 as a reference framework that allows our organization to control the quality of supplied product in order to better satisfy the needs and expectations of our customers, stakeholders and interested parties.

Our quality management system meets the requirements of ISO 9001:2015 and uses the Plan, Do, Check and Act approach to process planning. Our QMS addresses and supports our strategies for the design, manufacture and distribution of indoor and outdoor gas and wood appliances, HVAC appliances, and related accessories.

Napoleon Group of Companies identifies, analyzes, monitors and reviews factors that may affect our ability to satisfy our customers and stakeholders, as well as; factors that may adversely affect the stability of our process, or our management system’s integrity.

Locations:

- 9/24 Napoleon Road, Barrie, Ontario L4M 0G8 Canada
- 214 Bayview Drive, Barrie, Ontario L4N 4Y8 Canada
- 2621 Gore Road, Shanty Bay, Ontario L0L 2L0 Canada
- 103 Miller Drive, Crittenden, Kentucky, 41030 USA
- Guangzhou Napoleon Steel Co. Ltd/Guangzhou Napoleon Trading Ltd 69 Hefeng Road, Guangzhou Eco & Tech Development Zone, Guangzhou, Guangdong, 511356, China
- Wolf Steel Europe B.V. De Riemsdijk 22, 4004 LC Tiel, Netherlands

1.1 Vision and Expectations

Napoleon is to inspire and enhance the most memorable experiences people enjoy in their homes.

It is the expectation that Napoleon suppliers provide quality products and services through the use of planning and preparing processes that meet specifications and by addressing all product and quality concerns rapidly and in a reliable robust manner to ensure resolution.

1.2 Purpose

This manual is used to familiarize suppliers with the minimum expectations and controls required to assure that the integrity of product quality is maintained and is focused on customer satisfaction and continual improvement.

1.3 Scope

This Manual applies to all direct materials, components and external service suppliers.



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2.0 Responsibility

Suppliers are responsible for meeting the requirements of this manual.

Suppliers shall strive to meet zero defects and 100% on time delivery.

Suppliers shall strive to continually improve product, process and/or services.

Suppliers shall notify *Napoleon* if any parts of the contracted work are sub-let to another direct material and/or service supplier.

Suppliers shall notify *Napoleon* of any product, process and/or services location moves.

Failure to meet these requirements may result in the loss of existing and/or future business.

Supplier shall comply with all current Napoleon Quality and Engineering specifications that are associated with the materials, components, assemblies and complete products they supply to Napoleon. They are responsible to maintain and adhere to the most current Quality and Engineering specifications at all times. Suppliers shall comply with all Environmental, Social and Sustainable regulations.

Supplier shall comply with all current regulatory standards that apply to the materials, components, assemblies and complete products they supply to Napoleon. Suppliers are responsible to obtain, maintain and adhere to the most current standards that apply at all times. See Appendage 1 - APPLICABLE RESTRICTED MATERIALS LEGISLATION

Supplier is responsible for the facilitating, record keeping, and payment of all testing required to comply with Napoleon and regulatory standards. The authorization of internal testing at the supplier's facility to perform this testing and maintain compliance and selection of third-party labs to perform this testing and maintain this compliance shall be preapproved by Napoleon prior to testing.

3.0 Supplier Development

3.1 General

The *Napoleon* has resources available to assist suppliers in developing acceptable products and processes.

Supplier development will assist with product requirements, process development, process control methods and continuous improvement tools.



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This process is initiated by the Purchasing Department by inviting a supplier to quote products and/or services. Potential suppliers may be asked to provide samples of products and/or services for evaluation and will be requested to complete a Pre-Award Risk Survey, ISO-1080.

Upon positive assessment of the Supplier Evaluation and / or product samples an onsite audit may be conducted by the Purchasing and/ or Quality Departments to determine if there is an acceptable level of quality planning implemented to control products or services contracted.

Approved suppliers may have Purchase Orders issued accompanied by a request to complete the Production Product Approval Process, PPAP ISO 669A. Requested submission documentation is due prior to part or service delivery. The supplier will not commence the shipment of products or services without obtaining PPAP approval.

3.2 Purchase Order Acknowledgement

Suppliers must acknowledge their acceptance of an issued purchase order by email or by Napoleon Portal.

Suppliers must complete the component recall clause and agreement as contained in the purchase order agreement as stated below.

"To ensure our customers receive safe products at the contracted quality level we enter into this agreement whereby you _____, our Vendor must notify Napoleon. of all known or suspect component defects that may represent a safety hazard to the general public when used in relation to our products and their application. In addition, if similar components as those supplied to Napoleon are involved in a safety recall through another manufacturer, the vendor must immediately inform Napoleon.

Failure to completely communicate any identified or potential safety hazard in components supplied to Napoleon may result in, but is not limited to, Napoleon. seeking compensation for all costs related to the compensation of our customers. Compensation may include costs for the repair and/or replacement of any such hazardous or defective products as well as any specified and consequential damages suffered as a result of the non-conformity. Further, future deliveries of said product must be supplied as contractually specified and authorized by a Napoleon Associate.

Upon acceptance notification from suppliers the purchase order will be released into the Napoleon Group of Companies system.



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4.0 New Supplier Selection

Suppliers must be able to demonstrate that they have implemented and maintained a quality system certified to ISO 9001 management system or be able to demonstrate the ability to meet an equivalent system of control through the tracking of issued Purchase Orders, Mill Material certificates, process controls and inspection results and apply these principles through to sub-suppliers.

This management system requirement includes materials, product, process, sub-assembly, services and inspection considerations.

Suppliers must complete and submit the Supplier Evaluation, ISO-652 to the requester for approval.

Suppliers must complete and submit the Supplier confidentiality Agreement, ISO-185A to the requester.

If requested suppliers must submit quotations and any required samples to the requester.

New Supplier Selection

As appropriate, the supplier must demonstrate acceptable on-site supplier process control and quality audit results as performed by the Purchasing and / or Quality Departments as deemed necessary. If improvement observations are noted during the audit the supplier shall develop and submit an improvement plan to the Purchasing and Quality departments.

As appropriate, the supplier must demonstrate the ability to sustain acceptable monthly performance scorecard values.

Suppliers shall provide and maintain key contact information to their respective buyers. The contact information must include top management representative's names, phone numbers and email contacts.

Suppliers shall have the technical capability to properly interact with all levels of the Napoleon organization. This includes the ownership and use of software for the communication of information by R&D, Quality Assurance, Purchasing and Logistics during normal business transactions and exchange of data and information.



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5.0 Requirements

5.1 Production and Process Control

Suppliers shall ensure a robust production system that designs and plans activities specific to the product design and use as defined by purchase orders, CAD and prints.

Suppliers shall demonstrate appropriate process control systems through process feedback, assessment, verification of product through inspection and test and corrective action.

If requested suppliers shall document the production and process systems using production flow charts, risk analysis methods and control plans.

Documented production and process plans must capture critical characteristics identified on purchase orders, CAD and prints or as specifically requested and documented by *Napoleon*.

Documented production and process plans must capture the receipt of raw material through the manufacture process and if applicable, special finishing processes including painting or plating.

5.2 PPAP Submission

Suppliers shall meet and submit all of the PPAP element requirements requested by *Napoleon*.

These requirements are noted and explained in the PPAP Submission workbook, ISO-669.

The Design Quality Engineer will determine the level of PPAP submission and will specify the PPAP elements that will be required per the submission per the component and/or the program. Suppliers will include the Engineering Specification, test plan and test results when applicable.

Suppliers are requested to submit PPAP submission in electronic format.

Based on product program decision, standard catalog purchased components that do not go through the PPAP process are to be considered as approved.

5.3 Traceability

The supplier shall have an effective lot definition and traceability procedure.

The shipper number will be linked to the manufactured lot in a way that the product can be traced back to the raw material heat or batch number and the *Napoleon* purchase order.

The lot traceability shall be maintained throughout the entire extended supply chain including purchased components, sub-assembly, secondary machining, and heat treating and coating finish processes.



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When required the supplier will implement serialized lot traceability maintaining unique serial numbers on the finished components delivered.

5.4 Special Process

Lot traceability to the raw material mill certifications shall be maintained throughout the entire extended supply chain including purchased components.

Special Processes include but are not limited to fabricated prototype components, heat treating, and finish surface treatments for gloss, coatings, painting and plating.

Upon request the supplier will guarantee the special process through an electronic Certificate of Conformance letter stating that all specifications have been met in processing. Each Certificate must reference the purchase order.

Components delivered under this category are subjected to all the supplier expectations and requirements listed in this Supplier Quality Manual.

5.5 Critical Characteristics

Suppliers shall implement process controls for Critical Characteristics as defined on the component drawings.

Additional relevant characteristics may be identified by the Design Quality Engineer which also require process controls.

Designated critical characteristics relate to product safety, government regulation, product certification, customer satisfaction features, product performance and/or the ability to assemble product.

Critical characteristics must be measured and/or tested and reported on at the time of PPAP submission.

Suppliers of all types of gas valves and regulators must provide an electronic Certificate of Conformance letter stating that all drawing specifications have been met on each shipment received. Each certificate must reference the purchase order.



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5.6 Packaging and Labelling

Suppliers are expected to provide guidance on the best method to protect product during shipping.

Packaging requirements for product shipping to *Napoleon* include provisions for raw materials, processed or semi-processed components, parts directly shipped as pass through products and parts shipped to an authorized sub-contractor or finishing supplier.

Packaging must be of robust construction to ensure the satisfactory condition of both the container and contents delivered. Shipments are subjected to rough handling through the delivery chain and consideration for protective dunnage and / or reinforced containers must be assessed to prevent damage or loss.

Packaging may be either be returnable or non-returnable containers.

Packaging methods must be approved by the designated *Napoleon* representative during the PPAP submission process.

Only one-part number is to be packaged per container and must be labelled as such. Multiple containers of differing part numbers are permitted on one skid but requires that each container be identified with the proper part number label.

Packing slips must accompany each shipment and be affixed to the container.

5.7 Supplier Change Control

Suppliers must inform *Napoleon* of any business location or process changes 90 days in advance.

Changes must be given in writing to *Napoleon* and must state the impact that the change will have on the product and the product delivery.

Suppliers will be notified if affected components will require PPAP documentation or inspection and test data resubmissions.

Suppliers shall report and provide changes for key contact information to their respective purchaser. The contact information must include top management representative's names, phone numbers and email contacts.



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5.8 Supplier Change Request

Suppliers must not knowingly ship a part that deviates from the print and must complete a Supplier Change Request, ISO-920, when requesting sub-supplier, process or product changes and submit the request to the Program Purchaser or Quality Engineer.

Deviation requests are required for any part or process that does not meet the purchased specifications for raw materials, plating, protective coatings, and fit, form, function, durability or performance requirements.

The supplier will provide all requested supporting data relevant to the change request. Written change approval is required from Napoleon before implementing any changes or shipping deviated parts.

The supplier will utilize the change request form for temporary as well as permanent change requests.

5.9 Control of Non-Conforming Product

5.9.1 Rejected Material Reporting

Non-conforming product and services will be identified upon receipt, identified during assembly building or as reported by the customer in the field. When non-conforming product is identified an RMR, Rejected Material Report, ISO-015, will be generated.

Upon notification the supplier must implement containment actions to preclude Napoleon from receiving further defective materials. The supplier will respond with the containment method and the identification method within 24 hours of the RMR being issued.

Rejected Material Reporting

The containment method will include a unique identification mark on the parts and /or the shipment as being 100% certified good quality. The supplier will respond by using the second page of the issued RMR. Email responses to the Napoleon Supplier Quality Engineer is due within the 24-hour containment inspection and certification of stock time frame. Root cause determination and corrective action plans including implementation dates is due within 10 days of the RMR being issued. Implemented actions plans require verification that the actions were correct and are robust.



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To communicate the stock and production clean point, the supplier shall attach the Orange Label Tag to subsequent shipments to inform Napoleon that there is good product inside the containers.

If the identified 100% good product is found to still be non-conforming a SCAR, Supplier Corrective Action Request, ISO-615, will be issued for response to short term and permanent corrective actions.

All defective parts/components will be returned to the appropriate valve supplier for testing and analysis. Rejected parts/components include defects found at receiving, in assembly and/or as reported by the customer in the field. When non-conforming product is identified an RMR, Rejected Material Report, ISO-015, will be generated. The supplier will respond by using the Vendor Valve Analysis Report form, ISO-1016, and not use the second page of the issued RMR. Email responses to the Napoleon Supplier Quality Engineer is due within 5 days of the valve/s being received by the supplier.

All parts/components failing in the field will be tested upon receipt by the Napoleon laboratory in order to provide immediate response to customer issues as feedback. Regardless of the Napoleon test results all parts/components will be shipped for supplier analysis. Passing test results should be retested to ensure intermittent failures are not present.

Returned parts/components may be outside of the supplier warranty period but the analysis is still required in order to assess any developing trends for safety concerns and/or product improvement. No credits will be requested for returned parts/components outside of the supplier warranty period.

Upon failed testing the supplier must implement part/component containment actions to preclude Napoleon from receiving further defective parts/components. The supplier will respond with the containment method and the identification method. The containment method will include a unique identification mark on the parts and /or the shipment tagged as being 100% certified good quality.

5.9.2 Supplier Corrective Action Request

Supplier non-conformances may warrant a formal request for corrective and preventive actions, SCAR form ISO-615. This determination will be at the discretion of the Napoleon Management and the Supplier Quality Engineering Group.

The supplier shall provide formal written responses in the requested SCAR format. The supplier shall provide formal written containment actions within 24 hours. The supplier will provide the root cause and immediate short-term actions within 48 hours.

The supplier shall identify appropriate corrective actions with implementation target dates within 10 days.

Suppliers may be requested to provide evidence of corrective and preventive actions taken and the resulting effectiveness.

A quality audit of the supplier facility and/or process may be performed to assess reported corrective and preventive actions validity and effectiveness.



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5.9.3 Cost Recovery

Supplier non-conformances may have a large impact on product deliveries. It is the responsibility of the supplier to ensure that conforming parts are delivered on time to prevent any line stoppages that may cause the product to miss market delivery.

Suppliers can ensure adequate conforming product is available for use by expediting shipments of conforming and certified product to ensure lines keep building.

The supplier may provide timely sorting, approved repairs or rework to ensure conforming product is delivered.

The supplier may discuss with Napoleon a request for sorting, repair or rework in a timely fashion for R&D, Production and /or Quality Engineering approval.

Napoleon reserves the right to reject any requests.

Cost recovery will include, but is not limited to, the value of received defective parts, defective stock, and fabrication / assembly costs, product in transit and warranty returns.

At the supplier's expense, Napoleon may organize and perform a sort, repair or rework in order to make the required market deliveries.

The supplier will be held accountable for all costs incurred.

Suppliers may also be charged for any line stoppages that occur due to delivery or quality issues.

5.10 Supplier Receipt of Non-Conforming Product

The Supplier shall immediately notify the Purchaser or Material Planner if non-conforming product is received.

The supplier shall identify the parts as non-conforming and segregate them from unintended use.

Napoleon shall determine the disposition of the non-conforming product and inform the supplier of next steps.

5.11 Control of Rework

Rework is defined as additional operations or alternative manufacturing techniques that are outside of the normal process to manufacture or to finish coat product which will bring the product into full compliance to the print.

Repair is defined as additional operations or alternative manufacturing techniques, methods, materials or process that are outside of the normal process to manufacture or to finish coat product.



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which may not bring the product into full compliance to the print. Repairs are not allowed without a deviation request and written approval by Napoleon.

The Supplier shall not perform rework in any form on requested quote / production samples prior to submission for production approval.

The Supplier shall not perform rework in any form on PPAP samples prior to submission for quality approval.

The supplier must use the deviation request form to obtain written authorization to perform proposed rework that may affect plating, protective coatings, and fit, form, function, durability and / or performance requirements. Supplier Change Request, ISO-920

Authorized reworked shipments must be quality inspected to verify suitability for use and have tags attached identifying what rework has been performed.

5.12 Preventive Maintenance

The supplier should identify key process manufacturing and measurement equipment and implement maintenance activities to ensure timely and defect free product deliveries.

Regular maintenance activities must be applied to all Napoleon property used in the manufacture of product to prevent product defects caused from worn or broken equipment.

5.13 Supplier Audits

In addition to the initial supplier assessment audit suppliers must allow Napoleon representatives' access to conduct follow-up audits.

The supplier may be audited as part of PPAP approval process to ensure product launch readiness to ensure flawless timing and product quality.

The supplier may be audited to verify that adequate containment and/ or process controls and inspections are in place when repeat quality issues arise.

The supplier may be audited to perform corrective action verification in order to close requests made through the SCAR process.

5.14 Contingency Plans

Suppliers shall develop a contingency plan for potential disrupting events that inhibit timely good product delivery.

The Supplier shall immediately inform Napoleon Purchasing representative in the event that planned production and/or deliveries cannot be met.

The supplier must provide access to any Napoleon property upon request.



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6.0 Continuous Improvement

6.1 Supplier Performance Reporting

Vendor score cards will be completed monthly to inform the supplier of their performance rating as issued for the products and services of goods provided.

Napoleon Purchasing, Material Planning and Quality departments will provide input into the monthly resulting performance rating.

Suppliers will be rated for on-time delivery, quantity of parts received based on purchase agreement, commercial and market competitiveness and responsiveness and the quality of the parts received.

Actions for improvement may be requested for identified issues.

Requested actions may include a formal performance improvement plan, root cause and permanent corrective actions, face to face material review meetings and / or a supplier facility on site quality evaluation.

The buyer may wish to include a Cost Recovery Form, ISO-759, for compensation.

Results of continued poor performance ratings or lack of response to requested actions may result in the removal of the supplier from the Approved Vendors List.

7.0 Napoleon Group of Companies Property

Suppliers having possession of Napoleon property are required to ensure they are identified by stamping, engraving or metal tagging as being the property of Napoleon Products.

Supplier are required to handle, maintain and protect Napoleon Property in usable quality conditions.

Suppliers are required to immediately report any lost, damaged or unusable property to Napoleon.

Napoleon property includes, but is not limited to, drawings, specifications, CAD data, materials, packaging and tooling including inspection and test equipment.

7.1 Bar Code Labelled Napoleon shipping bins.





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7.1 Bar Code Labelled Napoleon shipping bins.

Suppliers are required to handle and maintain the plastic bar code labels that are permanently attached to the shipping bins.

These labels are required to trace product in the MRP system and must be in a scannable condition when received.

Suppliers must report any damaged noted upon receipt of the bin to the Material Planners. Photographic proof may be an asset.

Suppliers may be charged up to \$150.00 as a repair service fee if damaged labels are received without notification prior to shipping.

8.0 OEM and Pass-Through Product Requirements

8.1 MANUFACTURE OF PRODUCT

8.1.1 Supplier shall manufacture and package the Product strictly in accordance with the product specification, packaging specifications, the purchase orders, Stocking Agreement and any other.

written instructions from Napoleon. When original supplier packaging is used it must be approved by Napoleon in writing.

8.1.2 Supplier must provide *Napoleon* a detailed and reliable production procedure for the manufacture of all major parts (key production steps). Napoleon QA will then be able to assist the supplier with advice on production quality to avoid rejected parts due to quality issues.

8.1.3 Supplier must immediately report to Napoleon any defect, breakdown in equipment or process or any other matter that will affect the quality or delivery of the product or cause the product to not be compliant with any regulatory or country specific requirement.

8.1.4 Supplier must use all reasonable care and skill in manufacturing the Product and must ensure that all Product supplied to Napoleon hereunder is of "a mutually agreed" quality and fit for its purpose.

8.1.5 Supplier must manufacture in compliance with Product Specifications (Annex 1) under Napoleons approval on drawings. The supplier must support Napoleon in obtaining CE/CSA, UL and any other Certification before mass production. Surveillance audits for CE/CSA, UL and any other listings and quarterly inspections for CSA and any other listings must be conducted at the supplier's location. The supplier is responsible for scheduling these audits and inspections. Napoleon must be notified when these audits and inspections will occur and may be present during these audits and inspections.

8.1.6 Supplier must issue for each Product an individual Bill of Materials and Drawing, together with the prices of the individual components (including replacement parts price list)



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8.1.7 Supplier must keep full, true and accurate records of:

8.1.7.1 Quantities and dates of Product manufactured

8.1.7.2 Quantities and dates, if any, of Napoleon provided Materials received and in storage

8.1.7.3 Quantities and dates, if any, of Napoleon provided Materials used (FSC Wood, Hose & Regulators etc.)

8.1.7.4 Quantities, dates of Product delivered or shipped and serial number of each unit

Supplier must permit Napoleon or parties assigned by Napoleon to inspect such records at all reasonable times.

8.1.8 Supplier must comply with all laws and regulations for the time being in force relating to the manufacture of the Product and any local laws and regulations appertaining thereto. Products need to meet regulations, standards, safety requirement from customer's country of origin.

8.1.9 Supplier must manufacture all Napoleon products in respect of all current social and environmental regulations and in compliance to the Code of conduct C-TPAT, CSR and any other applicable code and disclose all involved parties in their production.

8.1.10 Supplier must manufacture all Napoleon products in compliance with REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals), RoHS (Restriction of Hazardous Substances Directive) and must source materials from suppliers of legitimate conflict-free mineral sources per the Dodd-Frank Act with disclosure of all involved parties in their production.

8.1.11 Supplier must comply with all current LFGB and FDA requirements for food contact surface components they supply to Napoleon. Supplier will bear the cost for the testing. Supplier is responsible for annual surveillance testing and cost for all LFGB and FDA food contact components and materials and must provide test reports from an approved 3rd party Lab to Napoleon. The supplier or contract supplier who produce porcelain enamel cast iron grates, porcelain enamel coated wire, porcelain enamel coated steel or chrome plated components, or wire must test product supplied to Napoleon on a seasonal basis (3 months) during the mass production period for Napoleon and provide test reports to show compliance with LFGB and FDA food contact grade testing.

8.1.12 Napoleon reserves the right to verify all certifications, test reports and compliance documents provided by the supplier. If at any time any component that is supplied to Napoleon is tested by Napoleon, a countries regulatory body, customs, a retail organization or through customer litigation and the component is found to not be in compliance with the current standards, the supplier is responsible to bear the full cost of replacement, recall and potential litigation costs.

8.1.13 The supplier is responsible to obtain, maintain and stay current with LFGB and FDA requirements and notify Napoleon if there are any changes to the standards.

8.1.14 Supplier shall not deliver or dispatch product to Napoleon if it does not comply with current *Napoleon's* written instructions, product specifications, packaging specifications, Purchase Order specifications or Stock Agreement. The Supplier must maintain and understand all current requirements.



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8.1.15 In the event of a change in product design, Napoleon shall notify the supplier in advance per the Engineering Change Notice Procedure. For changes initiated by the supplier, such as the change of components, materials, packaging, packaging materials, literature, artwork/graphics, labelling and or a change of suppliers for any of these parts or materials, the supplier must notify Napoleon in advance using a Supplier Change Request Form - ISO-920. Just an email is not an acceptable method of notification for change. If the change is relevant to CE/CSA/FDA/UL or other required certification, it must be approved by Napoleon. If the supplier active change causes the certification renewal, the supplier shall bear the relevant expenses. No changes may be made without an approved Supplier Change Request Form - ISO-920.

8.1.16 The supplier shall certify that production must take place in the factory established at the beginning of the contract with Napoleon. If this location will change, written notification is required in advance. Napoleon reserves the right to perform audits of production on all assemblies to ensure this occurs. No sub-contracting is permitted without prior written approval by Napoleon.

8.1.17 Accommodations shall be made by the supplier to be able to call into quality and production meetings, when day to day issues, discussion, corrective actions and decision are performed by middle managers even if a higher-ranking manager is not physically present.

8.1.18 Napoleon shall provide contact information to the contractor in a timely manner if specific material and parts are required to purchase from nominated suppliers.

8.1.19 The supplier must manufacture, package and handle product to prevent damage, rust, scratches, dirt, foreign material and insects. All shipments shall be packaged according to packing instructions using only Napoleon approved packaging and labelling materials.

8.1.20 All cleaners, cleaning methods, chemicals and lubricants used on Napoleon products must be approved by Napoleon. Any change to these must be requested in writing.

8.1.21 The supplier must comply with the labelling and shipping marks requirement from Napoleon or its direct customer, whichever is applicable. This includes how the products are stacked and stored in the warehouse and during transportation.

8.1.22 The supplier is responsible to support Napoleon in the preparation and execution of Process Run's for new products manufactured for Napoleon. The supplier is to provide an Engineering Run Report and allow Napoleon R&D and Quality representatives of Napoleon on-site during the Process Run.

8.2 QUALITY CONTROL

8.2.1 Supplier must permit the representatives of Napoleon to enter its premises without prior notice for the purpose of inspecting the production line, equipment, the product, Napoleon provided materials, social and environmental regulations and all aspects of the manufacture of the Product carried out by the supplier.

8.2.2 Supplier must maintain strict quality control during the manufacture of the product, according to the standard of quality as per confirmed drawings, Napoleon's quality standards and requirements, the product samples approved by Napoleon (Signed-off sample) and when applicable, Napoleon procedures of production.



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8.2.3 Signed-off samples must be manufactured on production tooling and equipment in the facility they are to be manufactured in using production materials for standard production runs.

8.2.4 Supplier are responsible to generate a PQV (Product Quality Verification) document for new products and assist in the change of the PQV when changes are made to the product. The PQV is a mutually agreed upon document used for the inspection of product and location of critical information that the product must comply with.

8.2.5 Supplier is responsible for scheduling, performing, maintaining and the cost of 3rd party audits, inspections and testing. If the supplier initiates a change to the product that could affect any certification, material or component performance or change to the packaging, the supplier is responsible for the costs of testing. If Napoleon requests a change that could affect these same items, Napoleon is responsible for the cost of the testing.

8.2.6 Napoleon will support the supplier on quality control during the whole production process as to their best abilities to avoid high failure rate at final inspection. Supplier shall take full responsibility of products with quality issues incurred during production that was caused by the supplier.

8.2.7 If a final PSI (Pre-Shipment Inspection), an IQC (Incoming Quality Control Inspection) at a Napoleon warehouse or a random inspection fails, supplier will be responsible to bear the costs for the rework and the costs for further inspections, related to such failure.

8.2.8 The supplier shall provide Napoleon a PSI Inspection Booking Form 20 days in advance of a PSI. Financial penalties will be placed on the supplier for not providing proper notification of inspections. These are located on the Inspection Booking Form.

8.2.9 In order to allow Napoleon to perform in-line production quality control, the supplier shall inform Napoleon about detailed production plans 30 days prior to the start of production.

8.2.10 Napoleon may appoint a third-party inspection company for a PSI (Pre-Shipment Inspection). The supplier shall inform Napoleon of the cargo ready date 2 weeks in advance in order to ensure resources are available to perform the PSI or arrange a third-party inspection.

8.2.11 In some special cases situations it may be necessary that the supplier perform a self-inspection of product prior to the release of the shipment. Self-inspection process for OEM Products procedure shall be used to perform this inspection.

8.2.12 After inspection by Napoleon, a third-party inspection or a self-inspection, the supplier will arrange delivery once receiving Napoleon's formal confirmation on an IRN (Inspection Release Notice). No shipment can be released without this signed form.

8.3. REPLACEMENT PARTS, WARRANTY, RECALL PROCEDURE

8.3.1 Replacement parts ordered by Napoleon will be identified and packed by the supplier and be available when the first shipment of finished goods is ready for shipment.

8.3.2 If epidemic parts problems arise the issue(s) must be resolved. Epidemic is defined as the same defect or similar defect occurring continuously, and it share a same root clause.



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8.3.3 If during the season Napoleon runs out of replacement parts, supplier must conduct all necessary efforts to produce and deliver additional replacement parts to Napoleon so that customers and consumers can be immediately supplied with missing replacement parts.

8.3.4 In a case of poor delivered product quality from supplier to Napoleon, both parties will engage in an extra effort to secure good product quality for the Napoleon customers and consumers. The urgency of such action is understood by both parties and will receive higher management attention in order to solve the issue in an urgent and timely manner.

8.3.5 A 24-month warranty is granted to Napoleon for any part of the product of any like model from the same batch supplied by the supplier.

8.3.6 A 24-month warranty is granted from the supplier to Napoleon for any part of the product against rust and corrosion based on agreed material and product specification.

8.3.7 In a case of poor-quality sub-supplier and Napoleon will work closely together to act quick and support each other to safeguard costs at a minimum and to avoid further costs. In any such case Napoleon will support sub-supplier to define a solution to rework / exchange in accordance to Napoleon and market standards in order to fulfil the delivery deadlines to the customer.

8.3.8 A recall will be carried out strictly according to the country recall procedure. Napoleon and supplier will be responsible for the recall caused by the Napoleon or supplier design. Otherwise, the supplier must take full responsibility of the recall. The supplier must replace any defective product and bear all related costs including the related freight cost to named place if necessary. Napoleon and supplier will always communicate and achieve consensus during a recall event.

8.4 STORAGE

8.4.1 After manufactured product has been packaged, if necessary, supplier shall keep the same product in the warehouse in orderly, hygienic, clean and dust free conditions. The supplier must comply with the labelling and shipping marks requirement from Napoleon or its direct customer, whichever is applicable. This includes how the products stacked and stored in the warehouse. In the event of foreseen issues like seasonal flooding the supplier is responsible for all cost and damage.

8.4.2 Product shall be warehoused so that the part number, model, date of manufacture and serial numbers are known.

8.5 SHIPMENT

8.5.1 Products shall be shipped in order of date of manufacture so that the oldest product is shipped first.

8.5.2 Containers shall be inspected prior to the loading of the container to ensure there are no holes in the container that will allow water to get in and that the container is in good condition for shipment. A record of this inspection shall be made by the supplier and available upon request by Napoleon.



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8.5.3 Product shall be externally inspected while it is loaded on containers to ensure that there is no packaging damage to the product that is loaded. Photos of the product are required on the container to ensure proper orientation of the product and a photo of the container seal is required for every shipment. Where applicable the serial numbers of the units being loaded on the container shall be recorded with the container number. These photos and information shall be maintained by the supplier and available on request by Napoleon.

8.6 TOOLS

8.6.1 In some cases, initial or start-up tooling is owned by Napoleon. The supplier shall notify Napoleon of any supplemental special tools, jigs and fixture requested by Napoleon and or required for the manufacture of products. Tool maintenance will be the duty of supplier.

8.6.2 The supplier must store such special tools, which are owned by Napoleon to be kept in good condition to fulfil the mass requirement of mass production. The supplier will have the right to use the special tools, only to the extent required to manufacture Products for sale to Napoleon unless prior consent of Napoleon is obtained in writing.

8.6.3 All tooling for Napoleon must be marked with an identification tag that clearly identifies them as Napoleon tools with a unique tool number. These tools must be maintained, stored, protected from corrosion and insured by the supplier for as long as they are used. This applies both for serialized (units) production and the supply of replacement parts. If the supplier wants to scrap, or change a tool, this can only be done after a written approval by Napoleon. Tools must be stored in a location that protects them from the elements and any foreseen issues like seasonal flooding.

8.6.4 In the situation that specific grades of tool steel are specified for the creation of tools for Napoleon, full traceability of this steel shall be performed and maintained throughout the tool creation by the supplier with full visibility and auditing by Napoleon.

8.7 LAST PIECE ARTICLE

8.7.1 Just before a tool is removed from the machine a last piece sample is retained and marked with part number, revision and date and retained with the tool. A last piece article inspection should be performed and retained for reference to aid in any issues when the tool is set up again and the condition and service status of the tool.



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8.8 INTELLECTUAL PROPERTY

8.8.1 All drawings, specifications, quality or engineering documents, CAD or other electronic data, sketches, drafts, tooling, trademarks, trade names, copyrights, patents, designs, processes and other intellectual property rights in relation to the manufactured Product or Packaging Materials supplied by or on behalf of Napoleon shall be and remain the property of Napoleon and the supplier must not at any time claim any right or proprietary interest therein or register or cause to be registered in any part of the world any trade mark, trade name, copyright or design similar to any trade mark, trade name, copyright or design which is the property of Napoleon. The supplier shall not allow any third party to use such intellectual property rights without the written consent of Napoleon.

8.8.2 The supplier must not sell any direct designs or similar designs and styles of products that have been exclusively offered to Napoleon to any other worldwide customer. If in the event that such exclusive products appear in worldwide via a distributor which is not related to the supplier, supplier shall not be held responsible. Supplier however will in such case undertake its most possible efforts to avoid any infringement with the exclusivity granted to Napoleon for said designs and styles in any market.

8.8.3 Supplier's confidential concept drawings & designs shared with Napoleon may not be shown or taken to any other factory.

8.8.4 All Napoleon documentation or quality information (including but not limited to development property such as prototype/test samples) shall not remain on the production floor for other customers to observe. This documentation and quality information shall be removed when other customers are in the factory.

8.8.5 Napoleon products or any documentation (including but not limited to development property such as prototype/test samples) shall not be displayed in the general showroom of the supplier and shall not be shown to any other customer without prior written authorization from Napoleon. If the supplier displays Napoleon products or documentation to other customers that causes significant profit loss to Napoleon, Napoleon reserves the right to make a claim to supplier.



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Appendage 1

APPLICABLE RESTRICTED MATERIALS LEGISLATION

February 2022

SUMMARY

Napoleon's Restricted Materials Specification provides details of the applicable legislation governing materials, applicable materials restrictions, and applicable material disclosure requirements for components and materials supplied to Napoleon. These requirements and restrictions are mandatory for components and materials supplied to Napoleon for use or integration in Napoleon products.

APPLICABLE RESTRICTED MATERIALS LEGISLATION

Components and materials incorporated in Napoleon products must be compliant with the national and state-level restricted materials legislation listed below.

All components and materials

- EU REACH Regulation (EC No 1907/2006)
- EU Persistent Organic Pollutants Regulation (EC No 850/2004)
- US iMERC Hg Registration and Labelling
- US SEC Conflict Minerals (Section 1502 of Dodd-Frank)
- California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65)
- California Management of Perchlorate Materials (22 CCR § 67384.1)
- Canada Prohibition of Certain Toxic Substances Regulation
- Canada Products Containing Mercury Regulations
- U.S. Toxic Substances Control Act (TSCA)

Components and materials incorporated in electrical and gas products

- EU RoHS Recast (Directive 2011/65/EU) and EU RoHS Recast Amendment 2015/863 regarding phthalates for components and materials provided to Napoleon.

Batteries or components and materials incorporated into batteries

- EU Battery Directive (2006/66/EU)

Product packaging

- EU Packaging Directive (94/62/EC)
- US Toxics in Packaging Restrictions (consolidation of state-level regulations)



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RESTRICTED MATERIALS

To comply with the applicable materials restrictions at the product level, certain substances are restricted in components and materials that are supplied to Napoleon. Unless expressly approved in writing by Napoleon, components and materials supplied to Napoleon must be compliant with the following materials restrictions.

1. EU Persistent Organic Pollutants Regulation (EC No 850/2004)

All components and materials provided to Napoleon are required to be compliant with the materials restrictions of the EU Persistent Organic Pollutants Regulation. Particular attention should be given to the following restrictions:

- SCCPs shall not exceed 0.15% w/w of any article

2. EU REACH Regulation (EC No 1907/2006)

All components and materials provided to Napoleon are required to be compliant with the materials restrictions of Article 67 (Annex XVII) of the EU REACH Regulation. Particular attention should be given to the following restrictions:

- Cd shall not exceed 0.01% w/w of any plastic, paint, or coating.
- Asbestos (with special attention to talc powder).
- PAH in handles and other plastic surfaces in prolonged or repeated human contact.

3. EU RoHS Recast (Directive 2011/65/EU) including Commission Delegated Directive 2015/863

All components and materials provided to Napoleon for electrical and gas products are required to be compliant with the materials restrictions of Article 4 of RoHS Recast concerning Pb, Hg, Cd, Cr6+, PBB, and PBDE, and Amendment 2015/863 of RoHS Recast concerning DEHP, BBP, DBP, and DIBP.

This restriction does not apply to batteries, product packaging, and consumables, even if supplied as a component or a material to be incorporated into a Napoleon electrical or electronic product.

A consumable is a component or chemical that is used by a Napoleon product during operation and is not expected to stay with the Napoleon product for its entire lifetime.

4. EU Battery Directive (2006/66/EU)

Batteries provided to Napoleon for electrical and electronic products are required to be compliant with the materials restrictions of the EU Battery Directive (2006/66/EU) concerning Hg and Cd.

5. EU Packaging Directive (94/62/EC) and US Toxics in Packaging Restrictions

Packaging and packaging materials provided to Napoleon for electrical and electronic products are required to be compliant to the materials restrictions of EU Packaging Directive (94/62/EC) and US Toxics in Packaging Restrictions. No packaging material may contain more than a 100 ppm sum of Pb, Hg, Cd, and Cr6+.



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DISCLOSURE REQUIREMENTS

To comply with applicable restricted materials disclosure, communication, and technical file requirements, specific disclosures will be required from suppliers of components and materials incorporated into Napoleon's products.

Upon request, suppliers to Napoleon will be required to provide the following disclosures with clear reference to parts or products being covered by the declaration:

General Statement of Compliance

Suppliers are required to produce a statement of compliance indicating that a component or material provided to Napoleon complies with this restricted materials specification.

REACH Substances of Very High Concern (SVHCs)

Suppliers are required to communicate the presence of any REACH SVHCs in components and materials provided to Napoleon if they exceed 0.1% w/w of any article (as defined by Court of Justice of the European Union Case C-106/14).

California Management of Perchlorate Materials (22 CCR § 67384.1)

Suppliers are required to communicate the presence of any perchlorate materials in any components or materials provided to Napoleon. Particular attention should be given to lithium perchlorate in button cell batteries.

US iMERC Hg Registration and Labelling

Suppliers are required to communicate the presence of any Hg (above trace concentrations) in any components or materials provided to Napoleon.

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65)

Suppliers are required to communicate the presence of any California Proposition 65 listed substances in any components or materials provided to Napoleon that are likely to come into contact with humans and potentially exceed Proposition 65 exposure limits. Human exposure scenarios include dermal contact, ingestion, and inhalation. Particular attention should be given to Pb, Hg, Cr6+, and Cd over 100 ppm, and DEHP, DBP, BBP, DIDP, and DINP over 1,000 ppm.

US SEC Conflict Minerals (Section 1502 of Dodd-Frank)

Suppliers are required to provide conflict minerals data to Napoleon in a current Conflict Minerals Reporting Template. Particular attention should be given to identifying and reporting smelters of tin, tantalum, tungsten, and gold in the supplier's supply chain.

U.S. Toxic Substances Control Act (TSCA)

Suppliers are required to communicate the presence of any TSCA listed substances in any components or materials provided to Napoleon. Particular attention should be given to persistent, bio accumulative, and toxic (PBT) chemicals under TSCA Section 6(h), including PIP (3:1), DecaBDE, 2,4,6 TTBP, HCBP, and PCTP.

Components and materials incorporated into electrical and electronic products



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EU RoHS Recast (Directive 2011/65/EU)

Suppliers are required to provide a certificate of compliance (or equivalent) according to EN 50581, with attention paid to the compliance of the component or material with the materials restrictions of Article 4 of RoHS Recast (including amendment 2015/863 regarding DEHP, BBP, DBP, and DIBP) including and disclose details regarding any Annex III or Annex IV exemption used.

A consumable is a component or chemical that is used by a Napoleon product during operation and is not expected to stay with the Napoleon product for its entire lifetime.

Materials used in Napoleon product packaging

EU Packaging Directive (94/62/EC) and US Toxics in Packaging Restrictions

Suppliers are required to provide a certificate of compliance according to Toxics in Packaging Clearinghouse standard stating that no packaging materials contain more than a total concentration (sum) of Pb, Cd, Hg, and Cr6+ above 100 ppm.

If you have any questions regarding the applicability of any of the legislation above to the components or materials that you provide to Napoleon, please contact your Napoleon representative.

ADDENDUM: Supplier Acceptance Signature

I (Print Name and Title) _____ accept the provisions and requirements specified in this Napoleon Supplier Quality Manual Revision _____ on behalf of (Company Name) _____.

I make note of the following exceptions and why:

I have discussed these exceptions with my Napoleon Purchasing Representative,

Namely: _____ on (Date) _____ and both parties agree to these exceptions. Final exceptions and details must be noted in the body of the email when sending this document to the Napoleon Purchaser

Signature. _____ Date _____