



環旭電子供應商品質守則

USI Supplier Quality Guidelines

1. 基本要求 Basic

環旭電子供應商質量與環境體系要求遵守最新版本的 ISO 9001 或 IATF 16949 質量體系要求和 ISO 14001 環境體系規範。汽車材料供應商的品質要求應符合 APQP 和 PPAP (生產零件批准流程)標準。如果環旭電子在個別廠區要求供應商遵守 VDA 6.3 體系或客戶的特殊要求，供應商也應遵守。

USI Supplier Quality and Environmental System Requirements are obeyed the latest edition of ISO 9001 or IATF 16949 Quality System Requirements and ISO 14001 Environmental System. The quality requirement for automotive material supplier shall meet APQP and PPAP (Advanced Product Quality Planning /Production Part Approval Process) criteria. If USI have VDA6.3 special requirement in individual factory areas, supplier shall follow as well.

2. 一般要求 General Requirements

2.1 供應商商業廉潔準則 Supplier Code of Business Integrity

基於公司治理原則，與本公司往來的供應商都必須遵循「供應商商業廉潔準則」，供應商必須遵守本公司下述陽光行為政策，不得有向本公司員工行賄或利誘等之行為，若有違反者，本公司將停止與其業務往來。

According to corporate governance principles, all suppliers that do business with our company must abide by the "Supplier Code of Business Integrity"; suppliers must obey to follow the Sunshine Conduct Policy of our company that was mentioned above and shall not bribe or entice the employees of our company. Our company will cease to do business with any violators.

本公司已明文禁止本公司員工 (包含其家屬、親友)不得有下列行為，若貴公司發現本公司員工或其親友有該等行為者，請立刻向本公司檢舉。

Our company has explicitly prohibited the employees of our company (including their friends and families) from performing the following behaviors; if your company discovered that the employees of our company or their friends or families have conducted the following behaviors, please report it to our company immediately.

1. 參與或負責公司的工程、產品的設計與發包、原料及非原物料採購等工作，以其利用職務之便索求、脅迫、引誘、期約或接受廠商的回扣、賄賂、佣金或紅包、不當餽贈或招待等。

Demanded, coerced, enticed, contracted or accepted rebates, bribes, commissions, red envelopes, improper gifts or entertainments by taking advantage of their positions while participating or being in charge of jobs of the company such as engineering, product designing and outsourcing, and the purchasing of raw and non-raw materials, etc.



2. 以不當手段圖利特定廠商，如洩露公司機密資料、投標底價、其他廠商報價等給特定廠商，或對採購條件要求不一致，造成不公平競爭而從中獲取利益者。

Used improper methods to profit specific vendors, such as leaking confidential data of the company, base price of tenders or quotes from other vendors to specific vendors or had inconsistent requirements for purchase conditions and caused unfair competition while profiting from it.

3. 以任何方式圖利或刁難特定供應商，從中圖謀利益者。

Used any method to profit or make things difficult for specific suppliers, and tried to profit from doing so.

4. 任何非法、舞弊案件。

Any illegal or fraudulent cases.

若有知悉本公司人員有違反上述情形者，請向本公司檢舉，本公司將對吹哨者個人訊息予以嚴格保密，請將所知悉的事實及相關事證寄送下列地址：

If you know employees of our company who have violated the conditions mentioned above, please report it to our company; our company will keep the informant's information strictly confidential. Please send the facts that you know of and the relevant evidence to the following address:

收件人：環電股份有限公司稽核中心收

收件地址：南投縣草屯鎮太平路一段 351 巷 141 號

E-mail 請寄送下列檢舉信箱：ethics@usiglobal.com

Recipient: USI Audit Center

Address: No. 141, Ln. 351, Sec. 1, Taiping Rd., Caotun Township, Nantou County 542, Taiwan (R.O.C.)

E-mail: ethics@usiglobal.com

2.2. 質量績效評估 Quality Performance Evaluation

1) 環旭電子每季會向所有供應商進行質量績效評估，質量評價共 5 個等級：A+/A/B/C/D。供應商的質量表現應為 B 級或以上。如果供應商連續兩個季度獲得環旭電子供應商績效衡量得分為 A 或 A+，則會列入環旭電子優先供應商候選

Total 5 grades of quality evaluation: A+/A/B/C/D. The quality performance of supplier shall be B or better. If supplier got USI supplier performance measurement score of A or A+ for 2 successive quarters, they will be the higher priority candidate for preferred supplier selection.

2) 如果供應商的質量評估結果為 D，或連續 2 個季度為 C，或單季品質得分低於 60 分，供應商將不授予任何新專案。供應商應在 10 天內提供改善計劃，並在 30 天內完成改善。如無法提出具體改善計畫，將會列為不合格供應商



If the quality evaluation result of supplier was D, or C consecutive 2 quarters, or quality score below 60, supplier will not award any new project. Supplier shall provide the improvement plan within 10 days, and close within 30 days.

If a specific improvement plan cannot be proposed, it will be classified as disqualify supplier.

2.3 變更管理 Change management

供應商應保證其所有出貨產品品質的一致性。因此，如供應商對任何製造流程或原材材料使用變更或產品設計等可能涉及產品規格、效能、品質之行為，供應商有義務提前至少六個月提出變更申請，若供應商提出通知變更時距離供應商要求變生效的日期不滿六個月，環旭電子有權將變生效日期推遲到收到供應商書面通知變更之日後至少六個月。若使用供應商物料的產品提前提出變更申請的時間比六個月更長，應按該特殊規定辦理變更。請發送郵件向作為窗口的採購人員或 SQE 提出申請，以及發送到環旭電子變更受理信箱 pcn@usiglobal.com 若供應商拒絕相應延後變生效日，則按採購合約書第十五條產品變更之規定處理。

Suppliers must ensure the consistency of the quality of all products they ship. Therefore, if the supplier makes any changes to the manufacturing process or the use of raw materials or product design, etc. that may involve product specifications, performance, quality, the supplier is obliged to submit a change application at least six months in advance, if supplier application date were less than 6 months, USI has the authority to postpone the active date to 6 months, if the supplier apply before 6 months it will be handling by special regulation. Please send an email to the window Purchasing personnel or SQE submit an application and send it to USI Change Acceptance Email pcn@usiglobal.com

If supplier refuses to postpone the effective date of the change, the product change specified in Article 15 of the purchase contract shall be used.

2.4 上游二級供應商管理 2nd Tier-Supplier management

品質體系基本要求也適用於供應商與其二級供應商建立的管理體系。應環旭電子的要求，供應商應通知環旭電子其批准的供應商和用於合同產品的二級供應商的工程/產品變更，並通知環旭電子比照 2.3 之規定進行批准。

Quality systems basic requirements also apply to the management systems established by suppliers and their 2nd-tier suppliers. At the request of USI, the Supplier shall notify USI of any engineering/product changes to its approved suppliers and 2nd-tier suppliers used for contract products and notify USI to approve in accordance with the provisions of 2.3.

2.5 環境要求

如環旭電子與供應商另有約定，則供應商應遵守環旭電子確定的收貨國、裝運國和目的地國的監管環境要求。供應商應採取有助於保護環境的措施。供應商應努力在合同產品的整個生命週期內盡量減少其合同產品和服務對環境的不利影響。供應商應滿足所提供合同產品的回收和處置要求。（例如 QC080000、RoHS、ELV、REACH、WEEE、OEM 特定要求和適用的法律要求）。

The Supplier shall comply with regulatory environmental requirements of the country of receipt, the country of shipment, and the country of destination as identified by USI, if not otherwise mutually agreed between USI and the Supplier. The Supplier shall implement measures contributing to the protection of the environment. The Supplier should strive to



minimize the adverse environmental impact of their Contract Products and services during the whole life cycle of the Contract Product.

The Supplier shall fulfill the requirements for the recycling and disposal of the supplied Contract Products. (e.g. QC080000, RoHS, ELV, REACH, WEEE, OEM specific requirements and applicable legal requirements).

關於產品中含有的環境有害物質的保證:

Warranty regarding environmentally hazardous substances contained in products:

1) 供應商產品中含有的環境有害物質必須遵守法律法規和環旭電子的要求 (包括環旭電子的客戶)。任何違規行為，供應商必須承擔全部責任和損失

Environmental Hazardous Substances contained in supplier product must follow laws/regulations and USI requirements(including USI's customer)。Any violation，supplier must take for all the responsibility and loss

2) 供應商應將環旭電子 (包括環旭電子客戶) 的要求傳達給下級供應商，以確保產品符合要求

Supplier shall communicate USI (include USI's customer) requirements to sub-tier suppliers to ensure the product conformity

3) 供應商應正確理解法規和環旭電子的要求。制定環境有害物質教育培訓基礎，制定全體員工年度教育培訓計劃，並由具有特定知識/技能的人員實施，相關記錄必須妥善保存，於 2.2 質量績效評估時備查。

supplier shall understand laws/regulations and USI's requirements correctly。To make an education training basis of Environmental Hazardous Substance，to make an annual education training plan for all employees and implemented by person with specific knowledge/skills，the related records must be well-kept and confirmed during 2.2 quality performance evaluation.

3. 新產品質量規劃

環旭電子的目標是在產品和工藝開發的各個階段採取以預防為導向和以風險為導向的方法，總體目標是避免批量生產過程中潛在的不合格和交付問題。對於汽車零件供應商來說，應實現 IATF APQP 和 USI 的要求，並按照 IATF APQP 實施先期品質策畫活動。

It is USI' objective to pursue a prevention oriented and risk-based approach during the various phases of the product and process development with the overall target to avoid potential non-conformances and delivery issues during serial production. For automotive suppliers should realize the requirement of IATF APQP and USI and implement the activities about advanced quality planning in accordance with IATF APQP.

3.1 生產零件批准程序 (PPAP) (汽車零件)



汽車供應商應符合 IATF 和環旭電子的 PPAP 要求，非汽車供應商應遵循客戶和環旭電子供應商質量管理部門的要求。供應商應實現環旭電子所有工程設計和規範的要求，環旭電子根據供應商提交的 PPAP 評估供應商是否具有滿足客戶規格和要求的生產能力。PPAP 應按照 AIAG PPAP 手冊中規定的規則和相關 USI 要求實施。

Automotive suppliers should match the PPAP requirement of IATF and USI, Non-automotive suppliers follow the requirement of customer and USI SQE. The suppliers should realize the requirements of all USI engineering design and specifications, USI assess whether the supplier has the production capacity that meets the customer's specifications and requirements in accordance with PPAP submitted by the supplier. PPAP shall be implemented in accordance with the rules specified in the AIAG PPAP Manual and relevant USI requirements.

3.2 新產品生產與放行

針對汽車零件與客製件產品，供應商的新產品須在取得環旭電子零件提交保證書(PSW)核准後進行批量生產。在核准之前，供應商向環旭電子發送的任何批量生產貨物都會被拒收，必須獲得環旭電子同意的供應商偏差請求才可出貨。非汽車客製零件，供應商在批量生產前應獲得環旭電子的書面批准才可出貨。環旭電子對於客製化新零件的可量產良率要求須大於 85%以上，(除因客製零件設計難度等問題無法達成，在雙方約定下另訂目標)，低於良率目標將無法獲得批准出貨。

For automotive parts and customized parts, suppliers' new products are required to obtain USI's Part Submission Warrant (PSW) approval for mass production. Prior to approval, any mass-produced shipments sent by the supplier to USI will be rejected and a supplier deviation request must be approved by USI before shipment. For non-automotive customized parts, suppliers should obtain written approval from USI before mass production. USI's mass-production yield requirement for customized new parts must be greater than 85% (unless the target cannot be reached due to the difficulty of custom part design, and a separate target is set under the agreement of both parties), and the yield target below the target will not be approved for shipment.

4. 批量生產 - Mass production

4.1 產品出貨與偏差批准 Product shipment and deviation approval

供應商出貨應隨貨提交出貨報告，首批交貨時應與對應的採購人員確認出貨報告的提交方式

任何偏離規格或批准的流程和合同產品要求/法規的行為均應獲得環旭電子的批准。合同產品或工藝的偏差批准請求應在裝運前提交給環旭電子的對接品質人員進行審查和批准。若未提前書面申請，致使環旭電子或其客戶受到損害，供應商應當承擔一切責任。

Suppliers should submit outgoing report with the shipment, and confirm the submission method of the outgoing report with the corresponding purchasing personnel before the first batch of delivery. Any deviation from specifications or approved processes and contract product requirements/regulations requires shall approved by USI. Deviation approval requests for contract products or processes should be submitted to USI's docking quality personnel for review and



approval prior to shipment. If USI or its customers suffer any damage caused by failure to make written application in advance, the Supplier shall bear all responsibilities.

4.2 不合格產品/糾正措施 Nonconforming product/corrective action

1) 當供應商提供的產品發生品質問題，供應商有義務協助進行異常分析與真因釐清，當供應商接收到客訴通知與樣品時，需在 48 小時內提供初步分析報告。

The supplier is responsible for assisting with abnormal analysis and clarification of the root cause when quality issues occur in their products. When the supplier receives the customer complaint notice and samples, it must provide a preliminary analysis report within 48 hours.

2) 供應商需提供環旭電子所要求的風險批物料挑選，返工等工作，避免物料品質問題對環旭電子生產線造成停線或影響產出

Suppliers need to provide risk batch screening services, rework and other tasks required by USI to avoid USI's production lines shutdowns or affect production due to material issues.

3) 完整的分析報告(或 8D 報告 D1~D5) 需在 7 個工作天(本地供應商)或 14 個工作天(海外供應商)之內提供，若完整失效分析報告無法於上述時間內完成，則在取得環旭電子品質人員許可下，於約定時間內提供。

Complete FA/CA report or 8D report should be completed within 7 (Local supplier) & 14 (Oversea supplier) working days.

If the complete failure analysis report cannot be finished within the above time, it must be provided within the agreed time with the permission of USI quality personnel.

(環旭電子 VCAR 系統將會發送通知郵件，請登入 <https://sp.usiglobal.com> 進行報告回覆)

(USI VCAR system will send a notification email, please log in to <https://sp.usiglobal.com> to reply to the report)4) 針對產品品質異常問題，環旭電子有權到供應商生產現場進行問題釐清與現場審查，並在供應商改善報告提交之後，現場確認對策執行狀況與改善成效，供應商須配合執行

USI has the right to go to the supplier's production line to clarification problem and on-site audit for abnormal product quality issues.

After the supplier corrective report is submitted, the implementation status and improvement results of the actions will be confirmed on-site, and the supplier must cooperate with the confirmation.

5) 供應商應保證提交的分析報告內容與數據是經過確認且屬實，無任何造假行為。供應商應致力改善已發生之質量缺陷，避免同樣問題再發。若該問題經供應商改善後仍重複發生，USI 除請求賠償實際損失外，並求償相同金額之違約金。

Suppliers should ensure that the content and data of the analysis report submitted are confirmed and authentic, and there is no fraud. Suppliers should strive to improve existing quality defects and avoid recurrence of the same problem. If



the problem still exists after the supplier improves it, USI will claim the same amount of liquidated damages in addition to the actual loss.

4.3 相關損失賠償 Indemnification for related losses

1) 因零件品質異常造成環旭電子損失, 確認為供應商責任, 供應商需承擔並吸收所有相關損失. (包括但不限於: 原材料報廢, 成品與半成品返工, 成品與半成品相關零件報廢, 產線停線誤工工時, 產線維修返工工時, 客戶端異常返工維修費用, 客戶端異常處理衍生之額外運費, 環旭電子客戶端向環旭電子索賠的相關費用)

USI's losses caused by abnormal materials and confirmed as supplier responsibility, the supplier must bear and absorb all related losses. (Including but not limited to: scrapping of raw materials, rework of finished and semi-finished products, scrapping of parts related to finished and semi-finished products, lost working hours due to production line shutdown, production line repair and rework time, customer abnormal repair and rework costs, additional shipping costs due to customer abnormal handling, USI customer-related expenses claimed by the company.)

2) 若發生以下嚴重品質情況, 除上述環旭電子可以羅列的相關損失之外, 供應商知悉環旭電子尚有難以金錢計算的損害, 因此同意額外賠償 100,000 USD 給環旭電子作為違約金

-違反 2.3 變更管理規定, 未在變更發生之前通知我方, 或未獲得我方批准擅自變更者

-未遵守環境有害物質管理規定, 在產品中發現禁用材料

-違反圖紙或規範要求, 在產品中添加假料, 次料或回收料 (除非雙方有特殊協定, 按照約定比例添加)

-相關燒錄 code 發生燒錄錯誤

-供應商出貨產品中發生錯件/混料

-供應商改善報告或提供之數據造假

If the following serious quality situations occur, in addition to the above-mentioned related losses, the supplier is aware that USI damages that difficult to calculate monetarily, and supplier must pay an additional compensation 100,000 USD to USI as liquidated damages.

- Those who violate the change management regulations in 2.3, failure to notify USI prior to change, or make changes without USI approval

- Failure to comply with environmentally hazardous substance management regulations and banned materials found in products

- Violating the requirements of drawings or specifications, adding banned materials, substandard materials or recycled materials to products (unless there is a special agreement between the two parties, add according to the agreed proportion)

- A burning error occurred in the related burning code

- Wrong parts/ mixed material occur in the products shipped by the supplier



- The supplier improvement report or data are untrue.

4.4 過程管理 其他要求。 Process Management Other Requirements.

1) 供應商須至少保留生產零件批准程式 (PPAP) 檔、模具記錄 (包括維護和所有權)、產品和工藝設計記錄 (工程記錄)、採購訂單和/或合同和修訂、年度佈局和驗證記錄、可追溯性記錄、糾正措施記錄、品質績效記錄和檢驗和試驗結果，至少 4 年時間(如果有特殊要求, USI 将与供应商另订。汽车电子材料相关记录需要至少保存 15 年).

The Supplier shall be obligated to retain at a minimum Production Part approval Process (PPAP) documentation, tooling records (including maintenance and ownership), product and process design records (engineering records), purchase orders and/or contracts and amendments, annual layout and validation records, traceability records, corrective action records, quality performance records and inspection and test results at least 4 years. (In case of special requirement, USI will make separate agreement with supplier. For Automotive material, the related records should be keeping at least 15years).

2) 如合同產品零件因不可避免之因素將停止生產供貨，汽車零件產品供應商應該 24 個月前提前通知我司，非汽車產品為 12 個月。請發送郵件向作為窗口的採購人員提出申請以及信箱 pcn@usiglobal.com

If the production and supply of contract product parts will be stopped due to unavoidable factors, the supplier of automotive parts products should notify USI at least 24 months in advance, and 12 months for non-automotive products. Please send an apply to the purchasing contact window and E-mail to pcn@usiglobal.com