Amphenol FSI

AFSI SUPPLIER QUALITY CLAUSE GUIDE

Amphenol Fiber Systems International 859 SH 121 #2000 Allen, TX 75013

Form # 4-4.4-87

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I. Introduction

This document contains the standard quality clauses that may be specified by clause number in the purchase order (hereinafter "PO") provided to the supplier (hereinafter "Supplier") by Amphenol Fiber Systems International (hereinafter "AFSI"). It is the responsibility of the Supplier to read and comply with those clauses specified in the PO and contact the AFSI Authorized Representative with any questions. Additionally, the Supplier is responsible for ensuring that this document is reviewed and applied during all phases of performance under the PO.

Supplier understands and acknowledges that with the acceptance and order acknowledgement of each and every AFSI PO, the quality clauses are in full effect for the duration of that certain purchase order.

Supplier understands and acknowledges that all previous terms and conditions are hereby superseded with this Supplier Quality Clause Guide.

AFSI ensures the adequacy of requirements prior to generating a PO to suppliers

AFSI reserves the right to modify these quality clauses without written notice to suppliers. The revision history for this Supplier Quality Clause Guide will always be incorporated into this document for transparency.

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Contacts and Address for Notice

Any questions or comments concerning this Supplier Quality Clause Guide should be directed to the individuals named below.

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QUALITY MANAGEMENT SYSTEM CLAUSES

QS 1 Quality Management System – Certification Recommended, (but not Required)

The Supplier shall establish, document, implement and maintain a Quality Assurance (QA) program in accordance with the applicable requirements of ANSI/ISO/ASQ Q9001. Quality Management System - Requirements are to be maintained throughout the duration of the PO. A copy of the supplier's ISO quality management system manual and ANSI/ISO/ASQ Q9001 certificate shall be provided to AFSI, if requested. Any and all changes in Supplier certification require notice to AFSI within twenty (20) business days.

QS 2 Quality Management System (Q9001) – Certification not required

The Supplier shall establish, document, implement and maintain a Quality Assurance (QA) program in accordance with the applicable requirements of ANSI/ISO/ASQ Q9001. Quality Management System – Requirements (without tailoring) are to be maintained throughout the duration of the PO. ISO 9001 certification is not required. A copy of the quality management system manual shall be provided to AFSI if requested.

QS 3 Inspection System

The Supplier shall establish and maintain a documented quality inspection system that is acceptable to AFSI. The Supplier's quality inspection system will be subject to prior approval and periodic evaluation by AFSI to determine continued acceptability. A copy of the quality management system manual shall be provided to AFSI if requested.

QS 4 Records and Archiving

Supplier is required to keep and maintain records related to the manufacture of AFSI products and services for a period not less than ten (10) years.

QS 5 Conformity of Processes, Products and Services

AFSI communicates to the Supplier via PO (and any and all attachments –incorporated directly or by reference) the requirements to conform to processes, products and services. Said PO and attachments include the identification of relevant technical data (e.g., specification standards, drawings, process requirements, and work instructions) and the approval of including but not limited to the following items:

- products and services,
- methods, processes and equipment,
- the release of products and services,
- competence (including any required qualification of persons)
- interaction with AFSI thru the Buyer and or MPA, as necessary
- control and monitoring of the supplier performance on AFSI's quality and ontime-delivery to customer
- verification and validation activities, if required, at the supplier premises
- design and development control
- special requirements, critical items, or key characteristics

- test, inspection and verification (including production process verification)
- the use of statistical techniques for product acceptance and related instructions for acceptance by AFSI

AFSI wants to emphasize the importance of compliance to the following conditions for the duration of the PO.

- The need to
 - implement a quality management system
 - use customer-designated or approved suppliers, including process sources (e.g., special processes)
 - notify AFSI of nonconforming processes, products, or services and obtain approval for their disposition
 - prevent the use of counterfeit parts
 - notify AFSI of changes to processes, location, products, or services and obtain AFSI approval
 - flow down to Suppliers applicable requirements including customer requirements
 - provide test specimens for design approval, inspection / verification, investigating, or auditing
- Ensure that persons at the supplier are aware of their contribution to product and or service conformity; and the importance of ethical behavior

STANDARD CLAUSES

S100 TIME IS OF THE ESSENCE

AFSI AND SUPPLIER ACKNOWLEDGE AND AGREE THAT TIME IS OF THE ESSENCE OF THIS PURCHASE ORDER.

S101 Right of Access

IN ACCORDANCE WITH: SAE AS9100 Paragraph 8.4.2, (i) *RIGHT OF ACCESS - Customer and/or Regulatory Authorities, upon request, have "Right of Access" to suppliers and/or sub-tier supplier facility and applicable records.

S102(a) Shipping Instructions

For goods weighing less than one hundred fifty pounds (< 150#) Supplier is authorized to use United Parcel Service to ship goods to AFSI's plant in Allen, Texas. For goods weighing greater than one hundred fifty pounds (> 150#), Supplier shall use UPS Freight. Reference AFSI Account # 67730W.

S 102(b) Packing Slips

Supplier shall include Packing Slips in all shipments. Packing Slips shall denote the following information.

- AFSI Part Number
- Quantity Shipped
- Country of Origin
- Freight Provider and Tracking Number

S102(c) Inspection Reports

Supplier is required to submit inspection report with each shipment that ensures that parts are machined according to the drawing specifications. Inspection Reports shall denote any and all gauges or CMM programs employed to ensure conformity of the parts. Supplier shall note gauge employed, calibration dates for said gauge or the date of creation of the CMM program. Inspection reports must denote actual measurement values as noted when employed with functional gauges. Inspection reports shall also denote any non-conforming processes, dimensions, products or services and request approval for their disposition by AFSI

S102(d) Certificate of Conformance

CERTIFICATE OF COMPLIANCE (C OF C) MUST INCLUDE THE FOLLOWING

- Signature or stamp of Inspector
- Country of Origin
- > AFSI Purchase Order Number
- > AFSI Part Number (and Manufacturer Part Number if applicable)
- > AFSI Drawing Revision Number and Pack Slip No.
- > Original batch/lot manufactured quantity

S102(e) Reference to Purchase Order Changes

No change to either quantity or monetary total to AFSI Purchase Order

S103(a) RoHS Statement

All materials used must be mercury, lead, and polybrominated (pbb and pbde) free during the manufacturing processes, test and inspections: the product shall not come in direct contact with mercury or any of its compounds, nor with any mercury containing device employing a single boundary of containment without specific approval from AFSI purchasing. When applicable, this requirement must be passed on to all subcontractors.

S103(b) REACH Statement

Upon written request from AFSI, Supplier will certify in writing using the appropriate template that its products and processes employed to manufacture AFSI products meet the current revision of the European Union REACH Standard.

S104 ITAR and Controlled Unclassified Information (CUI) Statements

This document may contain technical data within the definition of the International Traffic in Arms Regulations (ITAR), and subject to the Export Control Laws of the U.S. Government. Transfer of such data by any means to a foreign person, whether in the United States or abroad, without proper export authorization or other approval from the U.S. Department of State is prohibited.

Documents supplied by AFSI to Supplier may also contain Controlled Unclassified Information (CUI). Controlled Unclassified Information (CUI) requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies, and must be marked or retain their marking as —

- Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Supplier shall ensure non-US Persons do not come in contact with or disseminate by any means electronic or non-electronic "controlled technical information" resident on or passing through their information systems or any other workspace without the use of a minimum set of protective measures and security controls to safeguard the data. Controlled technical information is defined in the DFARS 252.204-7012 as technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. The term does not include information that is lawfully publicly available without restrictions.

S105 DFARS Specialty Metals Statement

*DFARS 252.225-7009, when applicable. Preference For Domestic Specialty Metals Alternate 1: Any specialty metals (as defined by the clause) included in any article delivered under this purchase order, must comply with the clause. The supplier must flow DFARS 252.225-7009, when applicable down to all sub-tier suppliers who provide articles made from or containing specialty metals which are delivered under this purchase order. **As applicable, products supplied must comply with DFARs 252.225-7009 (Oct 2014):**

S106 Counterfeit Material

AFSI does not authorize the purchase, acquisition or delivery of any quantity of <u>Counterfeit Material.</u> Counterfeit material or item (s) is an unauthorized copy or substitute for what is defined on the purchase order. Parts shall be purchased directly from the Original Component Manufacturer (OCM) or Original Equipment Manufacturer (OEM) or through their franchised distributor.

S107 Configuration Control

Suppliers cannot make or suggest any value-add improvements (to any product QPL or non-QPL), either new materials, processes, manufacturing methods or location (either manufacturing or assembly operations) without the expressed written consent from AFSI Supply Chain.

S108 Foreign Object Damage (FOD) Prevention

Supplier shall ensure item supplied and the packaging employed in the delivery process will not be a source of Foreign Object Damage (FOD) and/or other contaminants. Supplier shall establish and maintain a written FOD Prevention Program Practices to reduce FOD using National Aerospace Standard 412 (NAS412) as a guideline. Such practices shall be proportional to the FOD susceptibility of the products supplied.

S109 Qualified Product and Controlled Sourcing

Suppliers must notify AFSI of changes affecting the design or process of the Qualified Product prior to effectivity. Specifically, Supplier understands and acknowledges that

product identified as being on the Qualified Products Lists (aka "QPL") cannot be changed in any shape, manner or form in regard to how, where and what manufacturing process is employed to meet the drawing without the expressed written consent from AFSI Supply Chain.

S110 Designated Quality Representative (DQR) Program

The Amphenol FSI Designated Quality Representative (DQR) program enables trained and approved Seller representatives to perform Amphenol FSI Inspection activities. DQR shall adhere to the processes and procedures detailed in the DQR Instructions.

S111 Early Shipments

Shipments that arrive at AFSI more than 2 weeks prior to Purchase Order due date may be rejected by AFSI and returned to Supplier or held until Purchase Order due date (which may affect invoice payment).

S112 Packaging and Handling

All shipments must be packaged to ensure no damage occurs to the product during shipment. All parts will be properly handled and packaged to prevent dings, dents, damage, gouges, scratches, etc.

ETHICAL / SAFETY CLAUSES

E200 Fair Dealing

AFSI seeks to outperform our competition fairly and honestly. AFSI seeks competitive advantages through superior performance, never through unethical or illegal business practices. Stealing proprietary information, possessing trade secret information that was obtained without the owner's consent, or inducing such disclosures by past or present employees of other companies is strictly prohibited. Each employee, manager, director and company officer endeavors to deal fairly with the Company's customers, suppliers, competitors, officers and employees. No one should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair dealing practice. AFSI encourages its suppliers to conduct themselves in a similar fashion as proscribed above. Failure to do so shall constitute non-compliance with this clause which may result in the disqualification of future business with AFSI.

For further information, please refer to our parent company website.

https://amphenol.com/docs/corporate-governance-principles

E201 Workmanship and Product Safety

Product safety is the state in which a product is able to perform to its designated or intended purpose without causing unacceptable risk of harm to persons or damage to property. Ensuring that persons are aware of their contribution to product or service conformity and their contribution to product safety; and the importance of ethical behavior. Amphenol desires quality product from its suppliers achieved through the use of the most competitive means available – be it man, method, material or machine. Supplier understands and acknowledges that the use of the appropriate Personal Protection Equipment (PPE) by its employees mitigates risk and hazard management. Worker safety is critical to the achievement of quality products and on time delivery. AFSI will ensure the enforcement of this clause through supplier audits and site visits. Objective evidence includes but not limited to safety metrics, toolbox meeting minutes and signage.

E202 Deburr / Sharp Edges / Machine Oil

Ensuring that persons are aware of their contribution to product or service conformity and their contribution to product safety; and the importance of ethical behavior. Supplier shall remove sharp edges from all parts prior to delivery. Any and all defined edges shall be finished smooth - to the extent that neither hands will not be cut nor will electrical wires or mating parts. Burrs should actively by being beaten over, flattened, rounded or completely removed. Parts should also be free of any and all machine oil(s).

E203 Equal Opportunity Employer

Supplier shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a).). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors, contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

E204 Conflict Minerals

The ores from which gold, tantalum, tin and tungsten are derived, that come from the Democratic Republic of Congo and adjoining nearby countries (including Angola, Burundi, Central African Republic, The Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda, and Zambia), which support the on-going conflicts in that region, are referred to herein as Conflict Minerals. It is believed that the proceeds of mining Conflict Minerals may contribute to armed conflict and human rights abuses. In support of initiatives to cut financing for this armed conflict and human rights abuses and in compliance with the regulations applicable to publicly traded companies in the United States, AFSI has implemented programs and practices that are intended to: • Confirm with reasonable

certainty that the gold, tantalum, tin and tungsten purchased from suppliers and used in its products are not derived from Conflict Minerals • Maintain, as necessary and appropriate, records of supplier verifications for both internal and/or external audit • Assign internal roles and responsibilities and provide appropriate staff training to manage these programs and practices • Communicate the Company's efforts, as necessary and appropriate, to stakeholders. Supplier shall provide certification that their supply chain does not employ these materials from the nine countries listed above in Central Africa. Supplier to supply said certification in the latest template revision format.

For further information, please refer to our parent company website. <u>https://amphenol.com/docs/sustainability-report</u>

E205 Anti-Slavery and Human Trafficking

The United States Government (52.222-50) and International Law strictly prohibits trafficking in persons. Supplier strictly understands and agrees that Supplier, sub-tier suppliers, their employees, contractors and its agent shall not-(1) Engage in severe forms of trafficking in persons during the period of performance of the purchase order; (2) Procure commercial sex acts during the period of performance of the purchase order; (3) Use forced labor in the performance of the purchase order; (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority; (5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment. (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place; (6) Charge employees or potential employees recruitment fees; (7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment. Supplier shall inform AFSI immediately of- (i) Any credible information it receives from any source (including host country law enforcement) that alleges a Supplier employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and <u>52.203-13(b)(3)(i)(A)</u>, which requires disclosure to AFSI when the Supplier has credible evidence of fraud); and (ii) Any actions taken against a Supplier employee, subcontractor, subcontractor employee, or their agent pursuant to this clause. (2) If the allegation may be associated with more than one contract, the Supplier shall inform AFSI for the purchase order with the highest dollar value. This paragraph applies to any portion of the purchase order contract that-(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and (ii) Has an estimated value that exceeds \$550,000. (2) Supplier shall maintain a compliance plan during the performance of the contract that is appropriate-(i) To the size and complexity of the purchase order; and (ii) To the nature and scope of the activities to be performed for AFSI, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons. For additional information please refer to https://www.amphenol.com/docs/antihuman-trafficking-and-slavery-statement

E206 Fraudulent Records:

The recording of false, fictitious or fraudulent statement or entries on this document may be punishable as a felony under Federal Statute.

E207 Palletized Deliveries

If Supplier or Supplier's agent is delivering palletized or oversized goods to AFSI Plant, any and all deliveries must be made by trucks with either lift gate or standard dock high trucks. There are no exceptions to this clause. AFSI reserves the right to refuse delivery on the grounds that unsafe actions and possibly injury may result in the unloading such vehicles that do not meet this requirement.

E208 Fraud Prevention

In the event of a physical change of address, a change of post office box for remittance of payment or changes in financial institutions (including wire transfer instructions via the SWIFT system) Supplier must provide dual authentication of said change. AFSI reserves the right to use whatever two (2) methods Supplier provides to verify the change. It is specifically agreed to between AFSI and Supplier that any E-mail on said change is insufficient for verification purposes. Only telephonic exchanges with nominated persons by the Supplier authorized to share that the change is legal, and binding will be accepted.

E209 Prohibition on a ByteDance Covered Application (Tik Tok)

FAR 52.204-27 Prohibition on a ByteDance Covered Application (a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product.

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by th central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a federal contractor incidental to a federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application o executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology used or provided by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

E210 252.225-7060 PROHIBITION ON CERTAIN PROCUREMENTS FROM THE XINJIANG UYGHUR AUTONOMOUS REGION

(a) *Definitions*. As used in this clause—

"Forced labor" means any work or service that is exacted from any person under the menace of any penalty for its nonperformance and that the worker does not offer to perform (10 U.S.C. 2496).

"XUAR" means the Xinjiang Uyghur Autonomous Region of the People's Republic of China (10 U.S.C. 2496).

(b) *Prohibition*. In accordance with 10 U.S.C. 4661, none of the funds appropriated or otherwise made available for DoD may be used to knowingly procure any products mined, produced, or manufactured wholly or in part by forced labor from XUAR or from an entity that has used labor from within or transferred from XUAR. The Contractor shall make a good faith effort to determine that forced labor from XUAR will not be used in the performance of this contract (section 855, Pub. L. 117-263).

(c) *Subcontracts*. The Contractor shall insert this clause, including this paragraph (c), without alteration other than to identify the appropriate parties, in subcontracts including subcontracts for commercial products, commercial services, and commercially available off-the-shelf items.

In accordance with the above and DFARS 252.225-7059, Prohibition on Certain Procurements from the Xinjiang Uyghur Autonomous Region – Certification, Amphenol Fiber Systems International is requiring that suppliers certify that a good faith effort has been made to determine that forced labor from the Xinjiang Uyghur Autonomous Region of the People's Republic of China (XUAR) and will not be used in the performance of any delivery to Amphenol Fiber Systems International.

TECHNICAL CLAUSES

CABL 1 Spooling instructions

Supplier spool with three (3) meters accessible on the first wind of the reel.

CABL 2 Cut Lengths

AFSI shall specify the minimum and maximum cut lengths in the purchase order. If not present, contact the Material Planning Analyst immediately for further instructions.

CABL 3 Master Reels

AFSI shall specify the minimum acceptable continuous length of cable on the purchase order. If not present, contact the Material Planning Analyst immediately for further instructions.

FAI First Article Inspection Conditions

All First Article Parts are to be segregated and shipped separately from production parts. All first articles require documentation that discloses measurement of all samples shipped to AFSI. Specifically, Supplier's inspection report shall include results on 100% of all dimensions as shown on AFSI drawing. (Note "#" indicates critical dimension). Notes on the print need to be covered in the inspection report. Production parts will not be released until First Article pass acceptance and approval by AFSI.

IMTE 1 Documentation and Usage of Gauges

Each purchased IMTE must be laser marked with AFSI Number, revision and serialized. The IMTE certificate must contain at a minimum the following items

- Description of IMTE
- Date of calibration
- Calibration results
- Laboratory or manufacturer report number attesting to the validity of the results.

IMTE and calibration services are purchased with the understanding that standards used to qualify the IMTE are traceable to NIST.

IMTE 2 Return of Gauges

Supplier shall return AFSI owned IMTE within one week of request unless otherwise agreed to in writing. Supplier shall ensure that matched gauge sets are returned together for accurate recalibration and recertification. If there are questions regarding shipment, please contact AFSI QA representative at 214-547-2460

MAT Material Certification

Supplier shall supply a material sample for certification within one week of request as requested by AFSI Supply Chain. AFSI will share the results of said testing with Supplier from an independent third-party laboratory.

OUTP 1 Plating standard

Actual thickness measurements (including use of coupons) of the plating and any, underplatings shall be submitted with each lot shipped to AFSI. If parts have been stripped and reworked prior to being shipped to AFSI, these work sequences/operations must be noted on the Certificate of Conformance and the parts identified.

OUTP 2 Micron Industries Specialty Clause on behalf of Raytheon

Plate Zinc Nickel Parts to AFSI SPEC FSP-1049 REV: B Provided by AFSI Supply Chain.

SHELF Shelf Life of Consumables

A consumable product is any good with a date of expiry that once reached, the product deteriorates and may not perform as intended.

Supplier shall deliver consumables to AFSI with the longest shelf time available from its inventories. Without prejudice, the minimum desired and accepted shelf life of any consumable product is six months from date of shipment to AFSI. AFSI reserves the right to return products that does not meet this standard.

Suppliers shall deliver on their Certificate of Conformance (C of C) the following information in regard to any consumable with a date of expiry.

CONTAINERS SHALL CONTAIN THE FOLLOWING INFORMATION AS A MINIMUM:

- 1- Date of Manufacture and/or cure date: _____
- 2- Lot and/or batch number: _____
- 3- Number and/or type of material: _____
- 4- Expiration date:

SDS sheets must be included with any and all shipments

Revision history:

Revision:	Date:	Authorization:	Description of Change:
-	July 2018	S. Kelly/J. Sistrunk	Initial Release.
А	June 2019	S. Kelly/J. Sistrunk	Added wording per AS9100 paragraph 8.4.3M.
В	August 2019	S. Kelly/K. Brockman	Added wording at S102(c) and S102(d).
С	November 2020	S. Kelly	New S109 for QPL Control and Configuration S205 Expanded definitions for anti- slavery and human trafficking. Added a new clause E208 for fraud prevention.
D	May 2021	S. Kelly/K. Brockman	Added Designated Quality Representative Program
Е	August 2023	J. Ramsey	Corrected DFARS statement, corrected Contacts.
F	August 2023	J. Ramsey	Added Early Shipment Clause S111 and Prohibition of ByteDance Covered Application E209.
G	January 30, 2025	J. Ramsey/W. Chandler	Added E210, updated company address. Added S112 Packaging and Handling, updated Contacts.