

**Konica Minolta Business Solutions, Inc.
Vendor Guide**

- Konica Minolta Business Solutions, Inc. (“Konica Minolta”) requires its foreign vendors to provide all documentation required for entry into the United States to the foreign freight consolidator, carrier, issuing bank, or directly to Konica Minolta prior to exportation as specified under other associated agreements, such as a Letter of Credit or purchase order. Because of requirements and regulations of various U.S. government agencies, the types of documentation may vary and may include additional declarations or statements that are not contained in the following list. The foreign vendor is to contact the Supply Chain Management Group at Konica Minolta if it has any questions regarding the type of documentation required for entry into the United States.

In general, the following documentation is required:

- *Commercial Invoice*
 - *Packing List*
 - *Bill of Lading*
 - *Fumigation Certificate or Statement on the Commercial Invoice that the “Shipment Does Not Contain Solid Wood Packing Material”*
 - *Approved WPM (Wood Packing Materials) is used. SPM-15 Requirements According to ISPM-15, all solid wood and wood packaging materials (WPM) over 6 mm in thickness used for export, such as wooden pallets, dunnage and crating, must be treated.* ⁱⁱⁱⁱⁱⁱ
 - *Other U.S. government agency documentation and declarations, such as the Federal Communications Commission, Fish and Wildlife, Department of Transportation, and Environmental Protection Agency.*
- With the enactment of U.S. Treasury Directive 02-62 on December 2, 2002, it is a requirement for shippers to provide complete and accurate product descriptions and/or tariff information to the six-digit level to the entities providing the cargo manifest to Customs 24 hours prior to the cargo being laden on board. If accurate descriptions are not provided, the cargo can be denied loading onto the shipping vessel. This regulation applies to all ocean cargo destined for the United States, whether the cargo is to remain in the United States or be transported in-bond to another country. These regulations have been implemented as well for air and truck cargo since December 2003.

In addition, under Title 19 of the Code of Federal Regulations (19 CFR §141.86), commercial invoices are required to provide the following information in English:

- 1. Port of entry for which the merchandise is destined and date;*
- 2. Invoice number;*
- 3. Invoice date;*
- 4. Terms of sale, i.e., “Net 30, Draft/At Sight, etc.”;*

5. *Trade terms, i.e., INCOTERMS (EXW, FOB, CIF, etc.);*
 6. *Net and gross weight for merchandise;*
 7. *Detailed, accurate description of merchandise, including a part or model number/style, marks and numbers;*
 8. *Quantity of merchandise;*
 9. *Shipping unit of measurements;*
 10. *Unit price in the currency of the purchase;*
 11. *Type of currency;*
 12. *Country of origin of the merchandise; and*
 13. *Name and address of the foreign party responsible for invoicing, and the actual manufacturer's complete name and address (if the party varies from the foreign invoicing party).*
- Konica Minolta requires its foreign vendors to affix a high security seal to ocean containers destined to the United States that meets or exceeds the current PAS ISO 17712 Standards.
 - Konica Minolta requires its foreign vendors to conduct an inspection of ocean containers prior to stuffing to detect any potential or existing breaches in security or container integrity issues. Specifically, the shippers are to inspect ocean containers for false walls, plates, hidden compartments, unusual repairs, hatches, “step-ups,” unusual interior paint or welding work, false boxes, unusual glued or welded seams on the interior or exterior, defective door locking devices, stripped exterior door bolts, wood or other unusual flooring material, and other similar security concerns. If a security breach is detected, the foreign vendor is to immediately notify the Supply Chain Management Group at Konica Minolta and the steamship line, seize and secure the container for inspection by law enforcement authorities, and obtain a replacement container from the steamship line. Konica Minolta recommends that its foreign vendors inspect containers through an eight-point inspection process, including: front wall, left side, right side, floor, ceiling/roof, inside/outside doors, outside/undercarriage, and door locking mechanisms.
 - Konica Minolta requires its foreign vendors to securely control and maintain seals. Seals are to be maintained in a safe and secure environment, such as a locked file cabinet or safe. Seals are to be dispensed by a designated employee responsible for the disbursement and safekeeping of the seals, never a non-employee, such as a trucker.
 - Konica Minolta requires its foreign vendors to inspect seals prior to being affixed to ocean containers to ensure that they are not faulty and have not been tampered or manipulated. The probe and lock ends are to be examined carefully to ensure that glue or other debris has not been placed in the lock end, nor has the probe been altered to prevent locking.



- Konica Minolta recommends its foreign vendors to affix multiple seals to the ocean container to deter thieves.
- Konica Minolta requires its foreign vendors to affix the seal to the assigned container once the doors are closed. To increase the level of security, seals are to be affixed to the right door of the container on the hasp that has the welded rivet. Once affixed to the container, the seal is to be pulled downward and twisted to ensure that it does not unscrew and that it is securely locked.
- Konica Minolta requires its foreign vendors to record the seal number, commodity type, purchase order number, container number and name of the employee that sealed the container in a log, spreadsheet, or similar means for record keeping purposes. The seal number is to be provided to the ocean carrier or consolidator for inclusion as a data element on the ocean bill of lading for verification purposes once it is received in the United States by Konica Minolta.
- Konica Minolta requires its foreign vendors to store empty and full ocean containers in a secure area to prevent unauthorized access and/or manipulation. Konica Minolta recommends that containers be stored in a fenced-in and secure yard, where available. Where such a facility is not available, ocean containers are to be secured by backing up the doors to a harden surface, such as an elevated concrete loading dock or building wall and secured with a padlock or seal.
- Konica Minolta expects that its foreign vendors conduct training of its shipping personnel responsible for stuffing of containers, maintaining and disbursing of seals, storing of containers, and other similar activities like the “Vendor Guide” addressed in this Document. The shipping personnel are to immediately notify appropriate management of any discovered breaches in security or integrity issues regarding seals and containers. Furthermore, the shipping personnel are to immediately notify appropriate management if they detect any unauthorized or unidentified persons on company premises, including container-loading and storage areas.
- Konica Minolta expects that its foreign vendors will immediately implement security measures, procedures, and policies consistent with Customs’ Security Criteria for C-TPAT:
 - **Physical Access Controls:** *Access controls prevent unauthorized entry to facilities, maintain control of employees and visitors, and protect company assets. Access controls must include the positive identification of all employees, visitors, and vendors at all points of entry.*
 - **Employees:** *An employee identification system must be in place for positive identification and access control purposes. Employees should only be given access to those secure areas needed for the*

- performance of their duties. Company management or security personnel must adequately control the issuance and removal of employee, visitor, and vendor identification badges. Procedures for the issuance, removal, and changing of access devices (e.g., keys, key cards, etc.) must be documented.*
- **Visitors:** *Visitors must present photo identification for documentation purposes upon arrival. All visitors must be escorted and visibly display temporary identification.*
 - **Deliveries (including mail):** *Proper vendor ID and/or photo identification must be presented for documentation purposes upon arrival by all vendors. Arriving packages and mail should be periodically screened before being disseminated.*
 - **Challenging and Removing Unauthorized Persons:** *Procedures must be in place to identify, challenge, and address unauthorized/unidentified persons.*
- **Personnel Security:** *Processes must be in place to screen prospective employees and to periodically check current employees.*
- **Pre-Employment Verification:** *Application information, such as employment history and references, must be verified prior to employment.*
 - **Background checks / investigations:** *Consistent with foreign, federal, state, and local regulations, background checks and investigations should be conducted for prospective employees. Once employed, periodic checks and reinvestigations should be performed based on cause, and/or the sensitivity of the employee's position.*
 - **Personnel Termination Procedures:** *Companies must have procedures in place to remove identification, facility, and system access for terminated employees.*
- **Procedural Security:** *Security measures must be in place to ensure the integrity and security of processes relevant to the transportation, handling, and storage of cargo in the supply chain.*
- **Documentation Processing:** *Procedures must be in place to ensure that all information used in the clearing of merchandise/cargo is legible, complete, accurate, and protected against the exchange, loss, or introduction of erroneous information. Documentation control must include safeguarding computer access and information.*
 - **Manifesting Procedures:** *To help ensure the integrity of cargo received from abroad, procedures must be in place to ensure that information received from business partners is reported accurately and timely.*
 - **Shipping & Receiving:** *Arriving cargo should be reconciled against information on the cargo manifest. The cargo should be accurately described, and the weights, labels, marks, and piece count indicated and verified. Departing cargo should be verified*

- against purchase or delivery orders. Drivers delivering or receiving cargo must be positively identified before cargo is received or released.*
- **Cargo Discrepancies:** *All shortages, overages, and other significant discrepancies or anomalies must be resolved and/or investigated appropriately. Customs and/or other appropriate law enforcement agencies must be notified if illegal or suspicious activities are detected - as appropriate.*
 - **Security Training and Threat Awareness:** *A threat awareness program should be established and maintained by security personnel to recognize and foster awareness of the threat posed by terrorism at each point in the supply chain. Employees must be made aware of the procedures the company has in place to address a situation and how to report it. Additional training should be provided to employees in the shipping and receiving areas, as well as those receiving and opening mail. Additionally, specific training should be offered to assist employees in maintaining cargo integrity, recognizing internal conspiracies, and protecting access controls. These programs should offer incentives for active employee participation.*
 - **Physical Security:** *Cargo handling and storage facilities in domestic and foreign locations must have physical barriers and deterrents that guard against unauthorized access. Importers should incorporate the following C-TPAT physical security criteria throughout their supply chains as applicable.*
 - **Fencing:** *Perimeter fencing should enclose the areas around cargo handling and storage facilities. Interior fencing within a cargo handling structure should be used to segregate domestic, international, high value, and hazardous cargo. All fencing must be regularly inspected for integrity and damage.*
 - **Gates and Gate Houses:** *Gates through which vehicles and/or personnel enter or exit must be manned and/or monitored. The number of gates should be kept to the minimum necessary for proper access and safety.*
 - **Parking:** *Private passenger vehicles should be prohibited from parking in or adjacent to cargo handling and storage areas.*
 - **Building Structure:** *Buildings must be constructed of materials that resist unlawful entry. The integrity of structures must be maintained by periodic inspection and repair.*
 - **Locking Devices and Key Controls:** *All external and internal windows, gates, and fences must be secured with locking devices. Management or security personnel must control the issuance of all locks and keys.*
 - **Lighting:** *Adequate lighting must be provided inside and outside the facility including the following areas: entrances and exits, cargo handling and storage areas, fence lines, and parking areas.*

- **Alarm Systems & Video Surveillance Cameras:** Alarm systems and video surveillance cameras should be utilized to monitor premises and prevent unauthorized access to cargo handling and storage areas.
- **Information Technology Security**
 - **Password Protection:** Automated systems must use individually assigned accounts that require periodic changes of passwords. IT security policies, procedures, and standards must be in place and provided to employees in the form of training.
 - **Accountability:** A system must be in place to identify the abuse of IT, including improper access, tampering, or altering of business data. All system violators must be subject to appropriate disciplinary actions for abuse.

We certify we have implemented the following best practices to avoid conveyance contamination:

- Ensure loaded cargo in clean and free of contaminants, and free of pests
- Monitor the cargo staging area to ensure the area is free from plants and plant pests
- Monitor the cargo staging area to ensure the cargo is not under lighting that may attract insects and increase the probability of infestation
- Utilize baits, traps, or barriers to prevent infestations from occurring in the cargo staging areas.
- Avoid driving through manure or wastewater
- Park conveyances on paved areas away from livestock pens and pastures
- Sweep, vacuum or wash conveyances to remove fomites. This is very important between visits to animal production facilities.
- Require compliant WPM (wood packaging material) in the exporter's contract
- Educate Supply chain on the requirements
- Explore alternatives to WPM
- Educate all levels of your supply chain on practices for preventing carrier conveyance contamination
- Provide personnel training with training materials to detect contaminants
- Implement recommendation to minimize risk of contamination
- Support frequent visual inspections of cargo and carrier conveyances before the arrival into the United States

CHILD LABOR

All workers shall be at least eighteen (18) years old unless the applicable local law allows otherwise. Suppliers must maintain official and verifiable documentation of each worker's date of birth, or lacking this documentation, have some legitimate means of confirming each worker's age. Harmful Child Labor is prohibited. Konica Minolta will not conduct business with Suppliers employing Child Labor.



HUMAN RIGHTS

Konica Minolta supports universal human rights, the communities in which it operates, and the parties with whom it does business. Konica Minolta will place a substantial value upon incumbent and potential Suppliers who consistently respect basic human rights.

HUMAN TRAFFICKING, COMPULSORY PRISON OR SLAVE LABOR & PHYSICAL ABUSE.

Suppliers shall not use workers (employees or contractors) obtained through Human Trafficking, prison labor, Forced Labor or slave labor, or inflict any physical abuse or corporal punishment. Konica Minolta will not conduct business with Suppliers employing prison labor, Forced Labor or slave labor. Konica Minolta recognizes that some Suppliers maintain work study programs where students receive academic credit instead of payment or receive credit in addition to receiving payment for working with Suppliers. If the work study program is certified by the applicable academic institution and confirmed in advance by the Supplier, this type of program will not be deemed forced labor.

LABOR AND EMPLOYMENT STANDARDS

Konica Minolta utilizes fair employment practices, as well as strives to provide a safe, healthful, healthy and productive work environment for its employees and expects its Suppliers to uphold the same standards.

Specifically, Suppliers shall comply with all national and local, provincial or other applicable labor and employment laws and regulations of the country where the materials and products are produced, including those laws that prohibit Human Trafficking, Forced Labor or bonded labor and indentured servitude; regulate wage and hour rules; allow employees to associate freely (including the right to choose to join or not to join a trade union, collectively bargain, or to have recognized employee representation in accordance with applicable law); regulate the use of foreign contract or migrant workers; and prohibit discrimination in hiring and employment practices based on race, religion, color, gender, age, marital status, national origin, sexual orientation, citizenship, traits historically associated with race (including hair texture or type and protective hairstyles), Vietnam-era or disabled veteran status, HIV/AIDS status, gender identity, gender expression, disability (where the applicant or employee is qualified to perform the essential functions of the job with or without reasonable accommodation), or any other basis prohibited by law.

HEALTH, SAFETY AND HOUSING STANDARDS

Konica Minolta expects Suppliers to conduct their business free from discrimination, physical or mental punishment, or other forms of abuse.



Konica Minolta is committed to purchasing from Suppliers who have safe and healthy operations around the world to protect the life and health of their employees and contractors and the community surrounding their operations, to protect their assets, to ensure business continuity and to engender public trust. Therefore, Suppliers shall comply with all national and local, provincial or applicable laws and regulations of the country where the materials and products are produced that are related to the health and safety of workers including such areas as sanitation, preventing accidents, injury and the spread of communicable diseases, (including but not limited to appropriate personal protective equipment) first aid and emergency care, fire safety, machine safeguarding, and safe and healthy residential facilities.

ENVIRONMENTAL STANDARDS

Konica Minolta strives to improve the environmental quality of our operations and our products and we seek to do business with Suppliers who share our concerns for and commitment to preserving the environment. As such, Konica Minolta and its Suppliers and Facilities shall comply with all applicable national and local, provincial or other applicable environmental laws and regulations of the country where the materials and products are produced, such as waste disposal and management, air emissions, toxic substances, handling and disposal of chemicals and others dangerous materials, prohibition or restriction of specific substances in products, labels, packaging. Upon request, Suppliers shall show documentation validating that all input material and components were obtained from permissible harvests consistent with international treaties and protocols in addition to local laws and regulations.

Konica Minolta's goal is to reduce greenhouse gas emissions, energy consumption, and waste throughout our value chain. Suppliers shall utilize renewable energy sources in the production and transportation of products whenever possible.

RESPONSIBLE SOURCING OF MINERALS

Suppliers shall have a policy in support of the goal of the Dodd-Frank Act to reasonably assure that the tantalum, tin, tungsten and gold in the products they manufacture does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo ("DRC") or an adjoining country. Suppliers shall exercise due diligence on the source and chain of custody of these minerals and make their due diligence measures available to Konica Minolta upon Konica Minolta's request. Additionally, Konica Minolta encourages its suppliers to reasonably source conflict minerals and derivative metals from the DRC and neighboring countries from mines and smelters that do not fund armed groups engaged in conflict and human rights abuses (conflict free mines and smelters) to prevent an embargo and associated worsening of economic conditions and human suffering. Suppliers shall complete and deliver to Konica Minolta (prior to selling any products to Konica Minolta) an Electronic Industry Citizenship Coalition ("EICC") or other form(s) as Konica Minolta may require regarding the conflict mineral content of the products Supplier sells



to Konica Minolta and Supplier shall update such form(s) when it changes its suppliers or changes the composition or formula of the products it sells to Konica Minolta.

IMPORT AND CUSTOMS

Supplier will comply with all import and customs laws, regulations and administrative determinations of the importing country. Supplier will comply with the security criteria of the importing country's government security program. If Supplier is providing products to be delivered to, or services to support delivery to, the United States, Supplier must comply with the security criteria or the U.S. Customs and Border Protections Customs-Trade Partnership against Terrorism (C-TPAT) Program.

SUPPLY CHAINS

Suppliers must have appropriate security practices across their supply chains and must maintain processes, procedures and standards that assure integrity of each shipment of products to Konica Minolta from its origin to its destination and all intermediate points. Suppliers must implement necessary and appropriate measures to ensure that Konica Minolta's products, their components or raw materials and corresponding know-how do not end up with counterfeiters or third parties. Konica Minolta's products, know-how, components and raw materials must not leave the legal supply chain.

CONFIDENTIALITY

Suppliers will safeguard and make only appropriate use of Konica Minolta's or its representative's confidential information and ensure that all employees' and Konica Minolta's privacy and intellectual property rights are protected.

PRIVACY POLICIES

Suppliers must comply with all applicable laws regarding data privacy laws and the appropriate use of personally identifiable information ("PII"). PII is generally defined as any information that identifies an individual – such as name, physical address, email address, employee ID, government ID, photograph, or any combination of information that might identify an individual. Suppliers must take appropriate actions to secure PPI and prevent its improper disclosure or unauthorized access. Suppliers must not collect, access, use, retain or disclose PII except pursuant to relevant and appropriate business purposes and in accordance with applicable laws.

FCPA COMPLIANCE

Supplier's performance of its services is subject to the United States Foreign Corrupt Practices Act ("FCPA"), as well as other applicable anti-bribery laws, including without limitation, the U.K. Bribery Act. Neither Supplier nor any one acting on its behalf will violate the FCPA or any other anti-bribery law for the benefit of or on behalf of Konica Minolta or Supplier.



Anti-Bribery

Supplier represents and warrants to Konica Minolta that:

1. Supplier is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to do business and has obtained licenses or completed such registrations as are required by law to provide the goods or services subject to the order;
2. Supplier has not and will not directly or indirectly give, offer to give, or authorize to give money or anything of value to a FGO, foreign political party, a party official, a candidate for foreign political office in order to influence official acts or decisions of that person or entity, to obtain or retain business, or to secure any improper advantage. If Supplier is itself a FGO, it has not accepted, and will not accept in the future, such a gift; and
3. All information provided by Supplier during Konica Minolta's pre-contractual due diligence is complete, truthful, and accurate.

Records and Audits

For 3 years following the expiration or termination of Supplier's Contract with Spectrum, Supplier shall keep full and accurate books, records, and all documents and other materials relating to Supplier's business with Spectrum in accordance with standard accounting procedures such as Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS). During that same period, Spectrum, or its duly authorized agent or representative, shall have the right, upon reasonable notice, to audit and inspect such books, documents, and other material during Supplier's normal business hours, and may make copies of such books, documents and other materials in order to verify whether Supplier has complied with its obligations under the Contract.

Termination

Spectrum may terminate the Contract immediately upon notice to Supplier, if Supplier breaches any of the above anti-bribery and anti-corruption representations and warranties or if Spectrum learns that Supplier made, offered, or authorized improper payments to an FGO as defined above, with respect to goods provided to or services performed on behalf of Spectrum or any other company. In the event of such termination, Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination, and Supplier shall be liable for damages or remedies as provided by law.

FACILITY AUDITS

In connection with the Standards and requirements set forth in this Supplier Code of Conduct, Spectrum reserves, at any time, with or without advance notice, the right to audit, at its own expense, without any restrictions, any or all Facilities (including any of



its suppliers or subcontractors) on issues including, but not limited to, environmental performance, labor performance, human rights performance, anti-corruption, product safety, compliance with product standards, quality issues, and/or customer complaints associated with the products or services. Should Supplier fail to comply with or fail any audit (including but limited to Spectrum's Customers' audits), Spectrum reserves the right to conduct additional audits on any or all such Facilities (including any of its suppliers or subcontractors) at Suppliers' expense. Spectrum may also authorize a third party to audit any or all such Facilities (including any of its suppliers or subcontractors), but only with Spectrum's express prior written authorization as provided to Supplier and as Supplier is obligated to first verify with Spectrum. Supplier shall require that the Facility's management provide unfettered access to the Facility and all of its books and records to allow for a comprehensive audit to be conducted, including an opportunity for confidential and private interviews with any and all Facility workers selected by the auditor. No retaliation of any sort shall be taken against any workers or auditors. Upon the determination of or review of any unsatisfactory or failed audit results or other discovery of Supplier Facility non-compliance, Spectrum, in its sole discretion, reserves the right to charge Supplier penalties, require reimbursement of costs incurred or associated with the Supplier's lack of fulfillment or inability to meet specified and agreed requirements (including, but not limited to, product, shipping & handling, transportation, testing, rework materials, labor, merchandising services, customer fines or penalties, and any liability issued to Spectrum by Spectrum's Customers, and/or require corrective action be taken by Supplier. If Supplier fails to comply with the penalty assessments, reimburse Spectrum, or take corrective action as requested by Spectrum or applicable government authority, Spectrum may stop current production and cancel contracts with any non-conforming Supplier and such Supplier shall be liable for all related damages incurred by Spectrum, including lost profits and actions taken by Spectrum's Customers including but not limited to Deactivation.

REPORTING VIOLATIONS

Violations of Konica Minolta's Supplier Code of Conduct can be reported confidentially in a local language. If you have knowledge that any of these standards are being violated, you are encouraged to report the issue. Contact methods are listed below.

Website: www.lighthouse-services.com/kmbs, E-mail: reports@lighthouse-services.com (must include "Konica Minolta" company name"),

Fax: (215) 689-3885 (must include "Konica Minolta" company name with report)

o Spanish speaking USA and Canada: 800-216-1288

o Spanish speaking Mexico: 01-800-681-5340

o French speaking Canada: 855-725-0002



We have read and agree to implement the Vendor Guide listed in this document.

Company Name

Country

Name, Title

Signature and Date

Please submit the signed acknowledgement to:

***Konica Minolta Business Solutions, Inc.
Supply Chain Management Group, C-TPAT
100 Williams Drive
Ramsey, NJ 07446
E-mail: c-tpat@kmb.konicaminolta.us***

ⁱ International Standards for Phytosanitary Measures No. 15¹ (ISPM-15) was created by the [International Plant Protection Convention \(IPPC\)](#) to address the international shipment of potentially contaminated solid wood materials. Its main purpose is to prevent the spread of insects and disease that could have a negative impact on plants and ecosystems as a result of solid wood packaging used in the international transport of goods. The standard covers vessels, aircraft, vehicles, containers, storage areas, soil, and other materials and objects that can spread and harbor pests.

ⁱⁱ **SPM-15 Requirements** According to ISPM-15, all solid wood and wood packaging materials (WPM) over 6 mm in thickness used for export, such as wooden pallets, dunnage and crating, must be treated. In the heat treatment process, WPM must be heated until its internal temperature reaches 56 degrees Celsius or more for 30 minutes. This is regarded as the most effective and environmentally friendly way to destroy harmful pests contained in wood. As fumigation becomes a less popular treatment option, others such as dielectric or microwave heating, as well as steaming and vacuuming, are being considered possible solutions. However, overall, heat treatment continues to be the industry practice. After the wood is treated, it is stamped or branded with the internationally recognized IPPC mark. The treatment method used and country of origin of WPM is also indicated by the mark.

ⁱⁱⁱ ISPM-15 is applicable only to those [countries that adhere to the IPPC guidelines](https://www.ippc.int/en/countries/all/isp15/), <https://www.ippc.int/en/countries/all/isp15/>