

## > Supplier Handbook

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## Welcome

Dear FormFactor supplier,

Welcome to the FormFactor Supplier Handbook. This handbook provides the current guidelines on how FormFactor conducts business with its suppliers. Close working relationships with our suppliers are critical for providing our customers with the quality products and services they expect. Please review this handbook carefully, as it provides guidelines for a successful supplier partnership with FormFactor.

To reach our goal of becoming the leading provider of micro electronic test solutions, FormFactor applies precision mechanical, electrical and optical expertise to develop leading-edge solutions that make us indispensable to our customers. Our supply chain is a critical component in meeting this goal. A renewed focus and increased investment in our supply chain should result in this key function becoming increasingly responsive, predictable, reliable, and flexible, while maintaining a cost competitive position critical to our success.

The relationship between FormFactor and our supply base is one of mutual trust, integrity and teamwork. We partner with suppliers who strive to deliver superior results in cost, quality, service, and delivery, and we expect our suppliers to provide innovative technical and supply chain solutions to overcome business challenges. In today's global landscape, superior supplier performance must be leveraged for competitive advantage. In turn, FormFactor is committed to working together with our suppliers to achieve mutual success.

For the most current version of this document, visit [www.formfactor.com/company/supplier-information](http://www.formfactor.com/company/supplier-information), or request a copy from your local purchasing representative.

Supply Chain Team

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## ➤ Supplier Quality Assurance Agreement

Our Supplier Quality Assurance Agreement is designed to align suppliers with the following FormFactor Corporate Quality Policy:

- Respond effectively and timely to customer needs and requests
- Deliver quality products and services in a timely manner that meets all customer and regulatory requirements
- Act consistently with FormFactor's Corporate values
- Continually improve products and processes

## ➤ Corporate Values

- Focus on the Customer
- Ownership & Accountability
- Respectfully & Effectively Communicate
- Motivate & Develop People

## ➤ Code of Conduct

FormFactor is committed to conducting business ethically and in accordance with all applicable laws, rules and regulations. FormFactor expects its suppliers to comply with FormFactor's Code of Ethical Business Conduct (the Code) or supplier's own Code of Conduct that is at least as stringent as FormFactor's Code.

## Introduction

FormFactor is a leading provider of essential test and measurement technologies along the full IC life cycle – from characterization, modeling, reliability, and design debug, to qualification and production test. Semiconductor companies rely upon FormFactor's products and services to accelerate profitability by optimizing device performance and advancing yield knowledge.

FormFactor's leading-edge probe stations, probes, probe cards, advanced thermal subsystems and integrated systems deliver precision accuracy and superior performance both in the lab and during production manufacturing of high-speed and highdensity semiconductor chips.

Our production probe cards reduce manufacturing costs of complex and high-speed chips by identifying defective chips early in the process and by testing multiple chips concurrently.

FormFactor also offers both package-level and wafer-level reliability test systems which provide early analysis and lifetime predictions.



## General Expectations

As used herein, “supplier” shall mean each person or entity, including all agents, representatives, subsidiaries, or affiliates, to which FormFactor submits a purchase order.

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### › Quality Management System

FormFactor expects its supply base to have a robust quality management system in place that complies with the current revision of ISO 9001. A quality management system must acknowledge, monitor, identify risks, and continually minimize the variation between parts produced by each process. These efforts toward continual improvement should be visible to FormFactor through improved product quality, delivery, pricing, and service. FormFactor retains the right to evaluate and monitor suppliers' quality management Quality Management

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### › Right of Access

FormFactor retains the right of access to review or audit all suppliers or sub-tier facilities that service or produce FormFactor products. All supplier quality records related to FormFactor purchase order fulfillment shall be available for review.

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### › Non-Disclosure Agreement

A non-disclosure agreement (NDA) is required to protect both FormFactor and our suppliers in the event that confidential information is exchanged. The NDA must be in place prior to the exchange of confidential information, and it does not serve as a contract between parties for other purposes, or substitute for agreements (such as purchase agreements). If, prior to the exchange of confidential information, FormFactor and the supplier have or will have entered into another form of agreement (such as a purchase agreement), which contains approved confidentiality language, a separate NDA is not required.

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### › Business Continuity Plan

Business continuity plans are intended to keep businesses functional through interruptions of any kind, such as power failures, IT system crashes, or natural disasters. Suppliers are expected to maintain supply risk and business continuity plans to ensure that critical functions/services can be performed in the event of an unexpected interruption. The plan scope should include the suppliers' suppliers, workforce, related resources, and manufacturing sites, including infrastructure, production and test equipment. The plan should ensure that:

Sufficient, actively managed, risk mitigation plans are in place to prevent significant slowdown or stoppage of supplied products or services to FormFactor.

A ready-to-implement response plan is in place to ensure business continuity is quickly reestablished if business continuity is jeopardized or halted.

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### › On-time Delivery

FormFactor requires suppliers to strive for 100% on-time delivery (OTD) performance, defined as delivery to the FormFactor dock within seven (7) work days early to no (0) days late from the first confirmed delivery date (performance date). Note that the first confirmed delivery date is the FormFactor required dock date. OTD is calculated as total deliveries per PO line item received ontime, according to the first confirmed delivery date recorded in FormFactor's ERP system. The supplier must be able to respond quickly to any changes to a delivery schedule requested by FormFactor. The ability to respond to those changes will also be monitored and may require a corrective action response if there are problems in that area.

## General Expectations

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### › Supply Chain and Border Security

Suppliers are expected to ensure the security of the supply chain. As such, participation in programs such as US Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT) program (or international equivalent) is recommended. Suppliers are expected to have a process and perform due diligence to ensure that only authentic materials are used in goods delivered to FormFactor and the goods or services delivered or sold to FormFactor contain no counterfeit items. Accordingly, suppliers are responsible to confirm that their supply chain has appropriate controls in place to prevent the use of counterfeit parts. Suppliers shall only purchase materials or goods for resale to FormFactor from authorized sources. Supplier must obtain FormFactor's prior written approval before purchasing from a source other than the original manufacturer or such manufacturer's authorized distributor. Distributors shall disclose to FormFactor if they are not authorized to sell or deliver the parts they are providing to FormFactor.

### › International Shipment Pre-Alert Notification

To facilitate efficient customs clearance for international shipments, the supplier is required to deliver the following information in an email to TradeCompliance@formfactor.com at the time of dispatch from Origin:

- Carrier name
- Carrier tracking number
- Commercial invoice listing all items in the shipment, including:
  - Part number
  - Quantity
  - Country of origin
  - Value for customs per unit
  - HTS code
- FormFactor Purchase Order
- Packing list
- Any other applicable regulatory documentation (such as toxic substance or MSDS)

### › Purchase Orders and Confirmations

Suppliers must receive a purchase order from FormFactor for all purchased items or services prior to shipment or start of work. The due date on the purchase order represents the date the material is required to dock at the ship-to address on the purchase order. Suppliers are expected to acknowledge receipt of the purchase order and provide a confirmed delivery date for the full material quantity within 96 hours OR earlier, if communicated by the buyer. If the supplier is unable to meet the confirmed quantity, price, or due date, FormFactor must be informed immediately upon discovery to confirm a new delivery schedule.

### › Payment Terms

FormFactor's standard payment terms are Net 60, or discount terms which are due upon the later receipt of a correct invoice or receipt of the product(s).

### › Terms and Conditions

FormFactor's standard Purchasing Terms and Conditions (T&Cs) apply to all purchase orders and business agreements. Purchase order confirmation constitutes acceptance of the applicable T&Cs. A copy of the current T&Cs can be found at: <https://www.formfactor.com/company/supplier-information>.

### › Shipment Method

Shipments are to be made in accordance with the shipping method listed on the purchase order or as agreed between supplier and FormFactor. If a change in the shipment method is required to achieve OTD, contact the FormFactor buyer for approval and instructions.

For any other issues or questions regarding shipment method, contact the FormFactor buyer.



## General Expectations

### › Environmental Stewardship

FormFactor is dedicated to being a world-class sustainable development company by conducting our business in an environmentally and socially responsible manner. This commitment is consistent with our corporate objectives and is essential to our continued business success.

FormFactor's Environmental Policy states a commitment to continually improve our ability to protect the environment by:

- Identifying and controlling hazards resulting from our business activities
- Complying with all applicable laws and regulations
- Preventing pollution
- Reducing consumption of natural resources
- Minimizing waste

All purchased materials, services, and products used in part manufacture shall satisfy current government and safety constraints on restricted, toxic, and hazardous material, as well as environmental, electrical, and electromagnetic considerations applicable to the country of manufacture and sale. We encourage our suppliers to develop an environmental management system compliant with ISO14001.

### › Corporate Citizenship

According to FormFactor's framework of social responsibility as global citizens, it is our intent to ensure that, through the manufacturing of our products, our organization does not aid in funding or enabling any group that is complicit in human rights abuses, including but not limited to human trafficking, forced labor, child labor, and slavery, as well as abstaining from any direct funding that contributes to the oppression of others. As such, suppliers must comply with all applicable legal and regulatory requirements pertaining to human rights and labor practices, and other laws prohibiting forced and child labor in the supply chain.

Suppliers are required to comply with programs that minimize environmental impact, while maintaining social responsibility as global citizens. Additionally, suppliers must abide by FormFactor Supplier Ethics Statement commitments and flow down all applicable requirements to their supply chain.



### › Packing Slips and Proof of Delivery

All inbound shipments will include packing slips containing the following information:

- Supplier Name
- Purchase order number
- Part number, including revision number, if applicable
- Part description
- Quantity

If possible, also include the following information:

- FormFactor item number
- Manufacturing part number

*Note: For specific commodities, Procurement Specifications dictate labeling & packaging requirements. This will be shared by FormFactor's Supplier Quality Team.*

Demonstration of proof of delivery is required upon request.

### › Conflict Minerals – General Policy

FormFactor supports ending violence and human rights violations related to the mining of certain minerals from the Conflict Countries, located in the Democratic Republic of the Congo (DRC) and surrounding countries.

FormFactor supports the Conflict Minerals Rule, passed by US Congress to further the humanitarian goal of ending violent conflict in Conflict Countries where the exploitation and trade of Conflict Minerals has partially financed the oppression of people in the DRC and its surrounding countries.

The Conflict Minerals Rule defines Conflict Minerals to include tantalum, tin, gold, or tungsten; the derivatives of cassiterite, columbite-tantalite, and wolframite.

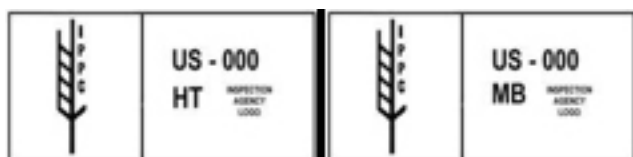
FormFactor requires suppliers to complete and return a conflict minerals report annually as requested by FormFactor or third party on our behalf.

Completion of the report with accurate information is required for compliance. Non-compliance may lead to disqualification as a supplier.

## General Expectations

### › Wood Packaging

All solid wood packaging must comply with the International Standards for Phytosanitary Measures Guidelines for Regulating Wood Packaging Material in International Trade (ISPM15). The ISPM 15 standard regulates Wood Packaging Material (WPM) in international trade, adopted by the International Plant Protection Convention (IPPC). All solid wood packing materials, such as pallets and crates, must be heat treated or fumigated with methyl bromide, and stamped with the IPPC mark of compliance on multiple sides.



Example: IPPC mark of compliance.

Products exempt from the ISPM 15 are made from alternative material like paper or plastic, or wood panel products like hardboard or plywood. Wood packaging made of exempt materials, but combined with solid wood components, must still be treated and marked. Suppliers must provide written certification of compliance with these regulations upon request.

### › Origin Marking Requirements

The supplier will ensure all products are correctly marked with the Country of Origin (CoFo). CoFo is defined as the country of manufacture, production, or growth of the article. It is not the country in which a shipment originated. The marking must be legible, permanent, conspicuous, and in English. If an item cannot be marked due to its physical characteristics, the immediate container must be marked or labeled with the CoFo of the product(s) contained within.

### › Visitor Requirements

Suppliers and contractors visiting a FormFactor campus shall abide by all safety and environmental requirements.

### › Measurement Reliability

Measuring devices used to verify product conformance must be calibrated and traceable to international or national measurement standards. Gage R&R should be executed, and process stability documented. For more information about this, consult with FormFactor's Supplier Quality Team. Should the supplier subcontract to another party to perform calibration, the supplier must ensure the subcontractor is in accordance with same requirements, and provide documentation to FormFactor upon request.

### › Training

Suppliers are responsible for ensuring that their employees are capable of performing the duties necessary to produce quality product, adhering to all safety regulations, and creating quality records. Training and certification activities must be planned, carried out, and documented, and effectiveness must be evaluated.

### › Technology

FormFactor places high value on suppliers that innovate. Our customers expect continual improvement and technological advancements from FormFactor. We recognize the critical role that our suppliers play to meet these growing demands. For this reason, technological capabilities is one of the top criteria that we use to select and evaluate suppliers and partners. We value intellectual property and will protect it.



## Supplier Approval

FormFactor manages its purchasing activities to ensure that all products and services potentially affecting customer satisfaction, product quality, or the effectiveness of the FormFactor Quality Management System, are purchased from qualified approved suppliers, and that those products and services conform to all requirements.

### ➤ First Article

Upon request, suppliers with new build-to-print parts will submit first articles to FormFactor for review and approval. Suppliers are responsible for documenting verification results for all specified parameters, and providing this documentation with the part submission.

### ➤ Qualify Suppliers

FormFactor's Supplier Qualification Process ensures that new suppliers are able to meet the required business and technical needs before first production purchase. FormFactor's Supply Chain Team manages the qualification of suppliers based on business needs and capabilities. Suppliers are reviewed and approved based on criteria that may include:

- Technology capability
- Competitive cost
- Operational capability
- Customer service and support
- Global presence and capability
- Financial viability
- Trade compliance review
- Robust quality management systems and continuous improvement programs
- Environmental health and safety performance
- Regulatory compliance

Suppliers may be required to complete a self assessment and/or a site audit as part of this process.

After it been determined that a supplier meets FormFactor's requirements, sample material may be requested to begin the product qualification process.

# Supplier Management

FormFactor ensures that a supplier's material and/or services are qualified, and that there is a material verification process in place. This step is managed by the Supply Chain Team, but uses input from FormFactor Engineering and Quality teams to qualify products and services to specifications.

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## › Quality Management System

Qualification is required prior to the first production shipment in the following situations:

### Qualification initiated by FormFactor:

- A new material, service, or product supplier
- A new material, service, or product not previously supplied to FormFactor
- A material, service, or product modified by an engineering change
- Requalification of material, service, or product which was disqualified due to a major quality problem

### Qualification due to a change proposed by a supplier:

A change in manufacturing of material, product or service that results in a change in form, fit or function, which may include the following:

- A change in material
- New tooling
- Source change
- Change in site of manufacture
- Change in quality conformance procedure
- Change in handling, packaging, or storage methods

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## › Supplier Initiated Change Notification

The supplier will notify FormFactor of changes made to material, product or service prior to shipment of that material. A 90 day notification period before shipment is requested. FormFactor's Supplier Initiated Supplier Change Notification (SCN) form is available upon request or at: <https://www.formfactor.com/company/supplier-information>.

After reviewing a change notification, FormFactor will provide one of the following responses:

- Approve the change/update item information
- Define qualification requirements
- Reject the change

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## › End of Life Notification

The supplier will provide notice of discontinuation of product. FormFactor requests a minimum of 6 months from the time of notice to place final orders, and 12 months' notice from the last available shipment date. End of life notification (EOLN) can be made via the SCN form described in the Supplier Initiated Product Change Notification section in this document.

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## › Purchase Specifications

FormFactor has various product specifications and part drawings, which will be provided to suppliers and referred to on purchase orders, when applicable. These may include regulatory requirements for the product to comply with for the countries where FormFactor sells its products. Supplier is required to meet all requirements mentioned in the procurement specification.

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## › Material Certifications

Material Certificates of Conformance (CofC) may be required for critical supplies, suppliers on a corrective action plan (CAP), or when requested (in writing), by FormFactor. The CofC, when required, must be included with each shipment to FormFactor, and must include the following information:

- Manufacturer's name and address
  - Item number/supplier part number
  - Lot/date code(s) as applicable
  - Quantity in shipment
  - Statement certifying product conformance and traceability
  - Name and date of transaction
  - Purchase Order number
  - Specification number and revision
  - Drawing number, if applicable
  - Signature of a supplier technical or quality representative, with typed name, title, and date the certification was signed off. The signee must be competent to certify that the product meets specifications and assume product quality responsibility for the supplier
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# Supplier Management

## ➤ Nonconforming Material

Nonconforming material does not meet FormFactor specifications, is not fit for use, or at the sole discretion of FormFactor, is deemed to be nonconforming. FormFactor will not accept material that does not conform to specified requirements or is not fit for use. Nonconforming material may be rejected and returned to the supplier for credit, replacement, or rework.

Nonconforming material will be identified through FormFactor incoming inspection, in-line rejection, customer returns, alerts or supplier recalls. FormFactor will have reasonable time (not less than 30 days after receipt) to complete acceptance testing and notify the supplier of rejection. FormFactor's payment or delivery receipt does not constitute acceptance of the products. FormFactor will determine the level of response required for nonconforming product. Examples include:

- Supplier Nonconformance Report (SNCR) – a formally issued report to the supplier. Supplier acknowledgment must be received by FormFactor within 48 hours of notification. SNCR may request a Supplier Corrective Action Report (SCAR). SCAR closure and disposition will be led by FormFactor's Supplier Quality Team. Successful closure will depend on effective root cause analysis, effective implementation of corrective and preventive actions and their verification of effectiveness.
- Rejection of material – material will be shipped back to supplier, or with supplier's permission, to a 3rd party for repair or replacement. Supplier will expedite repair or replacement as required to meet required delivery dates.
- Corrective Action Plan (CAP) – may include: Target area of improvement, documented improvement plan, goals, ownership, timelines, measurement reliability, control plans, and effectiveness verification. 8D format is preferred.
- Supplier Waiver/Deviation Request – suppliers may request a waiver from FormFactor for minor nonconformances where the product may not completely meet FormFactor's requirements, but fit, form, or function are not impacted. This request must be performed by filling out the supplier waiver or deviation request form that will be provided by the supplier quality team.

After review, a disposition will be captured on the form and communicated with the supplier. FormFactor is under no obligation to approve this request.

## ➤ Supplier Notification of Nonconformance

If the supplier becomes aware of quality issues, defects in design or manufacturing, or any other issues, regardless of cause, which may impact compliance with the product specifications, FormFactor must be promptly notified of the nature of the issue and provided with known technical details. This applies to products which may have already been delivered to FormFactor.

## ➤ Supplier Chargeback Process

To recover costs incurred due to nonconforming material, FormFactor will notify the supplier of the nonconforming product and send written notification of the cost incurred. Pursuing these actions is solely at the discretion of FormFactor.

FormFactor will start the rework process before receiving the supplier's review of the issue if:

- A minor issue can be reworked or repaired at the FormFactor location at a reasonable cost
- Material is time-sensitive
- The return on investment proves in-house rework to be the most cost effective means to meet specification.

The FormFactor Supply Chain team will strive to limit the amount of cost exposure to the supplier. If other arrangements are made (in writing) with FormFactor, alternate chargeback steps may be taken.



# Supplier Monitoring and Process Improvement

Performance monitoring and two-way feedback are critical to maintaining a solid business relationship and ensuring continuous improvement. FormFactor addresses this need through the following methods.

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## ➤ Supplier Performance and Feedback

Critical and some non-critical suppliers, as determined by the Supply Chain Team, may be evaluated periodically using our Supplier Scorecard, which measures supplier performance based on quality, delivery and support, flexibility, ease of doing business, cost, partnership, and risk and compliance. The scorecard assesses the supplier's performance and provides a conduit for continual feedback and communication between FormFactor and the supplier. Scorecard performance can have a significant influence on procurement decisions.

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## ➤ Critical Suppliers Defined

Critical suppliers are defined as suppliers of equipment, consumable, and raw materials that are essential for FormFactor, and upon whom we have a strong dependence. Included in this definition are suppliers who are:

- Sole-source and provide significant products
- Top spend suppliers
- Leaders in technology, quality, and performance within their market segment
- Deemed critical to FormFactor's success, and contribute significantly to achieving our leadership goal

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## ➤ Quality Management and Environmental System Audits Supplier

Supplier audits are used as a systematic and independent examination of a supplier's quality management system to ensure quality standard requirements are met. Audits are scheduled on an as-needed basis, as determined by FormFactor Supply Chain or Supplier Quality team. Scorecard results, and supplier performance and classification (for example, sole source suppliers) are taken into consideration when scheduling audits. ISO 9001 and ISO 14001 certifications will be taken into account when assessing the need for supplier audits.

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## ➤ Supplier Business Reviews

Formal or informal supplier business reviews may be held periodically to review and facilitate the business relationship. Reviews will discuss topics such as:

- Supplier performance
- Continuous improvement plans
- Progress toward goals
- Expectations
- Technical issues
- Cost reduction activities
- Market conditions
- Industry information
- Forward-looking business
- Quality management system
- Manufacturing techniques, trends, or relative ideas on improving products and services, and/or the process of conducting business between parties
- Additional business opportunities
- New products and technologies



FormFactor prides itself on the quality of our products and services. Our relationships with suppliers are of great importance, so we adhere to a stringent process of vetting. We expect our suppliers to conduct business ethically and to uphold quality, regulatory, environmental requirements and social responsibility in their business practices and processes. If you are interested in becoming a FormFactor supplier of choice, or if you have questions about our supplier standards, please contact us at: [purchasing@formfactor.com](mailto:purchasing@formfactor.com) or 1-503-601-1000.

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