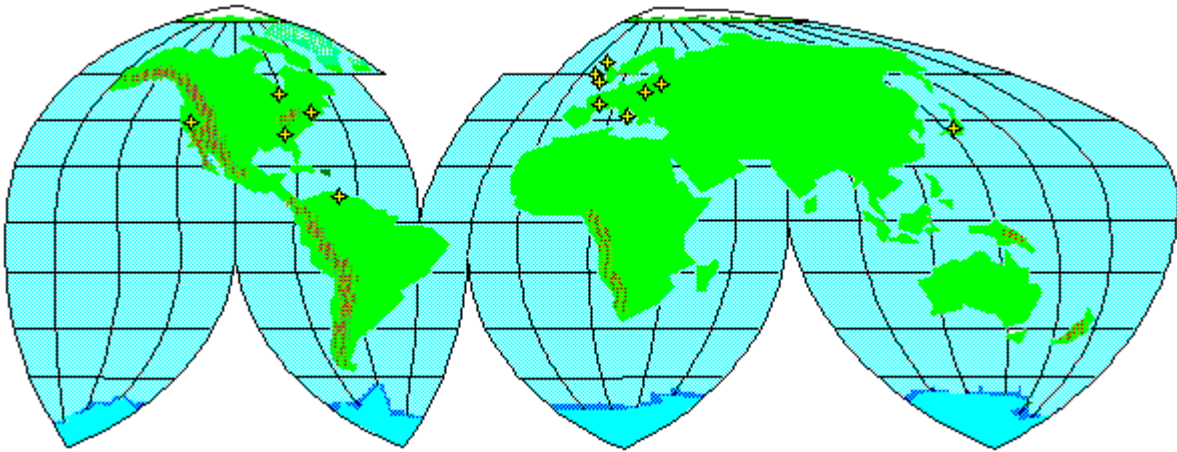




Videjet Technologies Inc.

Supplier Relationship Manual

Document No. M00-QA 1004



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Table of Contents

- 1.0 Introduction
 - 1.1 Videojet Quality Policy
 - 1.2 Purpose
 - 1.3 Scope
 - 1.4 Responsibilities
 - 1.5 Expectations
 - 1.6 Supplier Receipt and Acceptance

- 2.0 Key Quality Requirements
 - 2.1 Quality System Requirements
 - 2.2 Traceability
 - 2.3 Regulatory / Certifications
 - 2.4 Quality Record Retention Requirements
 - 2.5 Warranty

- 3.0 Supplier Approval
 - 3.1 Supplier Evaluation
 - 3.2 Approved Supplier List

- 4.0 Supplier Disqualification

- 5.0 Supplier and Engineering Change Notification and Approval
 - 5.1 Supplier Change
 - 5.2 Videojet Engineering Change

- 6.0 Corrective Action
 - 6.1 Introduction
 - 6.2 Non-Conformance
 - 6.3 Supplier Response
 - 6.4 Supplier Deviation request

- 7.0 Supplier Rating and Monitoring
 - 7.1 Supplier Scorecard
 - 7.2 Request for Scorecard Correction

- 8.0 Part Approval Process
 - 8.1 General
 - 8.2 Purchase Order Submission

- 9.0 International Trade Requirements – Country of Origin (manufacture)
- 10.0 Management of Videojet Supplied / Purchased Property
 - 10.1 General Requirements
 - 10.2 Tooling and Gauge Requirements
- 11.0 Packaging and Labeling
- 12.0 Government, Safety, and Environmental Regulations
- 13.0 Compliance and Information Requests
- 14.0 Supplier Development and Recognition
 - 14.1 Supplier Development Program
 - 14.2 Recognition

Attachment A: Supplier Code of Conduct

1.0 Introduction

1.1 Videojet Quality Policy

Videojet Quality Policy

Videojet is committed to delivering the best marking solutions and services to our customers. Each Videojet employee and those who work with us are expected and empowered to ensure quality by *putting the customer first* in everything we do.

We will continuously improve our products, services, processes and the Quality Management System through Policy Deployment and the rigorous use of Danaher Business System Tools

1.2 Purpose

This Supplier Relationship Manual is intended to provide a uniform standard of Videojet's quality requirements for all suppliers and sub-contactors of materials, parts, equipment and services. This manual defines the general quality requirements that suppliers must meet or exceed in order to be selected as a supplier for Videojet.

It is the intent of Videojet to do business with suppliers who are able to provide parts /materials, processes and services consistently to specification, at a competitive price, in accordance with the defined delivery schedule.

This Supplier Relationship Manual represents a strategy for partnership in continued growth, cost reduction, productivity, market penetration and profitability through quality.

The requirements within this manual are provided as a supplement to, and do not replace or alter the terms or conditions within Videojets supply and purchase documentation, engineering drawings and / or specifications. This manual establishes general policy; however, when needed, suppliers may obtain additional information from the Global Procurement, buyer / planner, or Quality contact(s). If conflicting interpretations arise, this order of precedence applies:

- Supply and Purchase Agreement and / or Purchase Order
- Specification or Drawing
- Supplier Relationship Manual

1.3 Scope

This document and processes applies to all suppliers of materials, products or services to Videojet Technologies. Suppliers must ensure that their suppliers also support compliance throughout the supply chain.

1.4 Responsibilities

The Videojet Global Procurement, buyer / planner and Quality Departments are responsible for Supplier Relationship Manual implementation, and have authority to ensure all suppliers meet and fulfill specified requirements.

Videojet purchases a large percentage of the material, components, and sub-assemblies used in its products. The Quality of these purchased items greatly influences the performance and reputation of Videojet products in the marketplace as well as Videojet's internal quality and productivity. Long-term success requires suppliers who take a responsibility for the quality of their product and are committed to joining Videojet as partners in continuous improvement.

Suppliers are responsible for ensuring that the products and / or services provided meet established requirements and assume full responsibility for the quality thereof. Approval and verification by Videojet facilities, systems, records and product does not absolve the supplier of the responsibility to provide acceptable product, nor shall it preclude subsequent rejection by the customer.

1.5 Expectations

Videojet has the following expectations of all of its suppliers. The supplier shall;

- Provide 100% quality parts / services with 100% on-time delivery.
- Continually strive to enhance product quality and manufacturing productivity to meet increasing competitive pressure in our global economies.
- Support Videojet in addressing internal and external customer failures related to the supplier's product / service to include financial reimbursement and assisting the customer.
- Demonstrate quality planning to foster continuous improvement, defect prevention and process optimization. Demonstrate process capability by using process capability analysis with statistical process controls.
- Perform root cause analysis, corrective and preventive action.
- Implementation of Control Plans to aid in the ability to detect and correct defects before products ship.
- Use operator and inspection instructions to eliminate non-productive steps required to inspect quality into the supplied material.
- Comply with Videojet's specific requirements for international trade purposes and regulatory requirements.
- Process in place to maintain, segregate, and manage disposition of non-conforming and revision change product.
- Comply with applicable laws and regulations and maintain the appropriate licenses required to conduct business.
- Comply with the Supplier Code of Conduct attached as Exhibit A (also available at www.danaher.com/suppliers).
- Respond to requests for information that Videojet may receive from its customers regarding Videojet Suppliers.

2.0 Key Quality Requirements

2.1 Quality Systems Requirements

Suppliers must establish, maintain and demonstrate quality systems with supporting procedures to ensure that products and services conform to Videojet purchase agreements and specifications at the supplier locations and throughout the supply chain.

Videojet prefers suppliers of materials and services to be certified to an accredited quality management system (i.e. ISO, TS, AS)

The Supplier quality system shall be organized to support customer requests and product quality through all phases of manufacture. The supplier's quality system shall include standard operating procedures for, at a minimum, the following:

- Inspection (Receiving, In-process, and Final). When practical, Statistical Process Control shall be used for process control.
- Records of all processes, inspections and all correspondence with Videojet.
- Material traceability for all delivered lots.
- Calibration system for all measuring and test equipment used to process product.
- Training systems to ensure that a clear understanding of job performance is in place to consistently manufacture product.
- Corrective action process (i.e. non conforming material control)

In cases where a supplier's quality system is inadequate, the supplier must provide an action plan and timeline for Videojet approval.

In the event a supplier's quality registration changes or is suspended, the supplier must notify all business units and locations to which product is being supplied, within five (5) business days. In this case, the supplier may be audited by Videojet and / or be required to provide documentation explaining the status change including a plan for corrective action.

2.2 Traceability

The supplier quality system should ensure that materials and products are traceable to the raw materials or components used in the manufacturing process, production operation, date of manufacture, date of expiration (if applicable) revision level and records of evaluation of conformance. Product should have a positive identification at all times to address traceability via lot numbers, date codes or other means acceptable.

2.3 Regulatory / Certifications

In addition, the supplier shall demonstrate capability to attain appropriate internationally recognized standards and certifications as required for the product/ process involved. Examples include, UL, UL GS, TUV, CSA, CE.

Many parts Videojet utilize are regulatory controlled. Suppliers are not allowed to substitute and change materials without Videojet's explicit approval. The source material as indicated in the regulatory report must remain the same and cannot change. Suppliers must maintain traceability of the source material for approved type and origin.

2.4 Quality Record Retention Requirements

Quality records shall be maintained so they remain legible and are available for review upon request and may be in any media such as electronic or hard copy. Records shall be kept for defective components and assembly processes to highlight problem areas and trends.

2.5 Warranty

Suppliers must have the capability of supporting life cycle requirements of the product. Suppliers are expected to demonstrate reliability that meets or exceeds Videojet requirements.

Suppliers having design or co-design responsibility must participate in reducing the number of warranty concerns. The supplier must track and analyze the causes of warranty claims and use the information to improve processes and product quality.

3.0 Supplier Selection

3.1 Supplier Evaluation

Only approved suppliers may provide materials, parts or services to Videojet. All suppliers must complete a supplier profile which can be obtained from the Global Procurement Team. Along with a business assessment (reference check, credit analysis etc) and supplier profile results, candidate supplier will be required to fill out a self-assessment questionnaire. An on-site audit may be required to access supplier effectiveness in key functional areas such as procurement, engineering, manufacturing and quality.

On-site audits are conducted by a cross-functional Videojet team consisting of Quality, Purchasing and other personnel deemed necessary. Note: Successful completion of the above items does not guarantee awarding of business.

Supplier approval is site specific and achieved when the supplier (site) satisfies the minimum requirements. Two types of approval may be granted:

- Approved
- Conditional - subject to specific corrective actions on a mutually agreed timeline. Conditional approval status enables Videojet to contract with a supplier that is pending a site survey and / or corrective action from a site survey. It is not to exceed 6 months.

- If after 6 months, a supplier has not satisfied the approval requirements; the supplier may be removed from the Approved Supplier List.

Videojet reserves the right to perform periodic on-site appraisals of the supplier's facility, quality systems, records, and product ready for shipment.

Current suppliers will be reviewed periodically or to verify capability prior to placement of new business.

If a supplier is not approved, no contract or receipt of material or services is allowed until corrective action is taken to enable the supplier to achieve conditional status, as a minimum.

3.2 Approved Supplier LIST (ASL)

An Approved Supplier List is maintained by the Global Procurement Team from which buyers may select suppliers for business placement. Once approval has been established the supplier will be added to the ERP system.

4.0 Supplier Disqualification

A supplier may be removed as an approved source for the following performance related reasons or at the discretion of management based on overall risk:

- The quality of the part or assembly delivered does not conform to Videojet engineering drawings or specifications.
- Inability to address corrective actions of rejected material or to complete in required time.
- Inability to implement necessary actions to correct consistently late delivery of ordered product.
- Supplier changes material, process or geographic location of manufacturing without written approval from Videojet.
- Periodic surveys and audits of the Supplier's facilities reveal deficient conditions as assessed by Videojet auditors.
- Unethical business conduct, failure to follow the Danaher Supplier Code of Conduct or failure to follow applicable laws and regulations.

5.0 Supplier and Engineering Change Notification and Approval

5.1 Supplier Change

It is the supplier's responsibility to inform Videojet of any changes to product supplied to Videojet that could have an impact to quality such as:

- Process Change
- Equipment / tooling change
- Change of manufacturing location
- Material change
- Material origin source change (i.e. same material, different source)
- Country of Origin (Manufacture) of the product
- Engineering change

All of the above changes would require successful first article approval and possible Cpk analysis BEFORE product would be accepted for use at Videojet. Videojet reserves the right to conduct a change only or full FAI. Failure to comply can result in disqualification as a supplier to Videojet.

5.2 Videojet Engineering Changes

A new first article is required for Videojet engineering changes. Videojet reserves the right to conduct a change only or full FAI. For Videojet proposed engineering changes, sufficient quantities of old revision material must maintain in process until new revision is approved through first article. New revision material cannot be implemented until Videojet determines disposition of old revision material.

6.0 Corrective Action

6.1 Introduction

Suppliers to Videojet are responsible to provide defect-free products and services. When quality issues occur, the supplier is required to determine root cause and corrective action to resolve the issue and to ensure no reoccurrence. Suppliers will support Videojet with technical assistance and field support to rectify any substantiated non-conformance.

6.2 Non-conformance

Defective material may be identified at any point in the process including incoming inspection, use, assembly or packaging. Defects can also be discovered during surveillance, validation, at the end customer or through warranty claims.

Suppliers will be notified through communication of a via the QC I-Supplier portal. Videojet may issue a formal corrective action request dependant on the severity of non-conformance.

Non-conformance discovered at Videojet can be handled in any of the following ways at the discretion of Videojet:

- Rejection of the entire lot and return to the supplier.
- Deviation initiated by Videojet. Product cannot be shipped or consumed prior to deviation approval.
- Sorted, screened or reworked at Videojet. Supplier resource(s) and or third party may be required to support rework at Supplier expense.

6.3 Supplier Response

Supplier must take immediate action upon receipt of a supplier corrective action request including direct contact with Supplier Quality unless the requests states 'information only'. Supplier is expected to initiate containment actions and respond to corrective actions within 2 business days.

Supplier shall identify and initiate a short-term containment plan to prevent additional non-conformances at Videojet. This may include the inventories at Videojet facilities, and at the supplier and in supplier production. Suppliers must have completed containment and respond within 3 business days of corrective action receipt.

Supplier must identify a short-term corrective action plan with timing to replace non-conforming material with conforming material. If corrective actions require a complete shutdown of production, Videojet must be notified immediately.

The containment actions, short-term corrective actions and date implemented must be documented in writing by the supplier and communicated to Videojet Supplier Quality as described in the corrective action request.

Supplier must provide a final response to corrective action request and must include:

- Definition and verification of the non-conformance root cause including supporting data and / or study results.
- Verification of permanent corrective action including supporting data, implementation dates and update process procedures.

6.4 Supplier Deviation Request

The supplier must notify the representative managing the purchase order (Global Procurement rep, site buyer / planner) in writing, as soon as they become aware of any facts suggesting the product to be shipped does not conform to design requirements. The supplier shall notify the representative, in writing, of any changes in process or modification of tooling.

A deviation may be granted if the non-conformance does not affect form, fit, function or durability. The request must be made prior to the shipment of discrepant material. All deviated product must be clearly identified and labeled to the attention of the Quality department.

The deviation request must include quantity and date, deviating specifications, measurement data if applicable, serial numbers if applicable, a root cause and corrective action if applicable.

If the deviation is not approved, the supplier may not release the deviated product and it will not be accepted by Videojet.

7.0 Supplier Rating and Monitoring

7.1 Supplier Scorecard

Suppliers are measured for ongoing performance in Quality, Delivery and Cost. The category measurements are weighted to develop an overall score. The results are based on a rolling 3 month period and communicated by issuing a Scorecard on a quarterly basis. Scorecard values are tracked over time and evaluated for consistency and/or improvement. If a supplier does not receive a "Meets Expectation" score, then a plan for improvement should be developed and agreed upon between the supplier and Videojet within 30 days of the scorecard issuance. Failure to provide an improvement plan may result in Supplier being disqualified.

7.2 Request for Scorecard Correction

Suppliers are eligible to appeal the scorecard rating if the rating is disputed by contacting Global Procurement. Only appeals that contain quantifiable and verifiable data regarding supplier performance in key categories will be considered. If a supplier is able to satisfactorily provide supporting information, the supplier scorecard rating will be modified accordingly.

8.0 Part Approval

8.1 General

Parts or components being sourced must be approved for production prior to use. It is the supplier's responsibility to meet all applicable specifications. Suppliers are **not** authorized to begin shipment of production quantity material to Videojet prior to part / process approval. Small quantities of parts for reliability/engineering testing, and sample needs are the only exception. Engineering samples are not to be considered official first article submission.

Suppliers shall incorporate the necessary systems and process controls to prevent defects prior to completion and delivery to Videojet.

Based on the zero defects objective, Videojet requires its suppliers to perform verifications on each new part(s) that is supplied to Videojet.

The part approval process is detailed in the Supplier Quality Requirements WWD-QA-1006.

As specified in WWD-QA-1006, Videojet is not liable for subsequent production of parts that have not been approved through the FAI process. If a part is rejected to failure of meeting specifications, the supplier is liable for the product.

8.2. Purchase Order Submission

If a supplier wishes to deviate from drawing or other PO requirements, the deviations must be explicitly detailed and explained during the quoting process. Any deviation or engineering change requests must go through Videojet's ECO and deviation process prior to PO acceptance and production as detailed in section 6.4. Failure to comply may result in rejected material. Videojet's PO acknowledgement must include deviation acceptance from Videojet.

9.0 International Trade Requirements – Country of Origin (Manufacture)

Videojet will require specific information to comply with its international trade obligations. Such information includes the tariff code and specific country of origin (manufacture) requirements on shipping and invoice documentation for each unique part numbers and each lot shipped. F.A.I.R. reports also require the initial country of origin (manufacture) certification as indicated in procedure WWD-QA-1006.

10.0 Management of Videojet Supplied / Purchased Property

10.1 General

All tools, manufacturing, test or inspection equipment belonging to Videojet, shall be used exclusively for Videojet products unless an authorization in writing exists.

10.2 Tooling and Gauging Requirements

The Supplier shall notify Videojet in writing of supplied tooling or gauges that are lost, damaged or are otherwise unsuitable for use. Videojet supplied tooling and gauges shall not be disposed of without written authorization from Videojet. Supplier is responsible for monitoring performance of Videojet supplied test equipment. If test equipment is suspect, supplier must notify Videojet for review and calibration.

11.0 Packaging and Labeling

All supplied products shall be appropriately packaged to protect from damage. Packaging shall meet all applicable shipping laws, codes, and regulations. All shipments shall be packaged or placed in a new container unless otherwise specified. Packing slips shall be attached to the carton exterior in shipping envelopes. All packaging must be qualified to International Safe Transit Association (ISTA) test standards as appropriate.

Prior to packaging, all products must be free from damage, dirt, debris, manufacturing process chemicals, and foreign material, unless otherwise specified. (I.E. rust preventative indicated by drawing or purchase order requirements.)

Packaging must be sufficient enough to ensure product is not damaged, or accumulate dirt, debris, and foreign material.

Certain adhesives that must maintain specific temperatures must be packaged in a manner that temperature is controlled for duration of shipment travel and delivery to Videojet. (I.E. dry ice packaging for bonding adhesives)

In the situation where special chemicals or dry ice are used in packaging application, the outside carton must have explicit warnings marked on the packaging.

Packaging shall be labeled in accordance with all Videojet standards, unless otherwise specified. Each shipment shall be marked with the Videojet part number, manufacturing part number, PO Number, quantity, lot number, address, gross weight in pounds, country of origin and any other specified requirements as applicable. Products submitted under First Article

Inspection (FAI) must include First Article Inspection Report (FAIR) and labeled with Letters "FAI" Attention to Quality Department.

Supplier shall identify items(s), and/or package(s) container(s) of shelf-life material with the manufacture date or the expiration date along with any special storage and handling conditions, in addition to the normal identification requirements. If not otherwise specified, a minimum of 75% shelf-life must be remaining upon receipt at Videojet. Hazardous material must be packaged using proper methods. See section 12.0.

12.0 Government, Safety and Environmental Regulations

All purchased materials shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical, and electromagnetic considerations applicable to the country of manufacture and sale. Videojet specific requirements may exceed general requirements. All hazardous material must be packaged in appropriate UN Performance Oriented Packaging (POP).

13.0 Compliance & Information Requests

As a Danaher company, we strive to achieve a high level of integrity in our business, and we require that our Suppliers do the same. Integrity and compliance with laws are important drivers of business success. By knowing and following the laws in all countries where we do business, we build strong reputations and ensure that our business is not interrupted by regulatory or legal complications. We ask that you review and abide by the attached Supplier Code of Conduct.

Many of Videojet's customers periodically request information about our suppliers so that they can comply with their own internal policies and procedures. From time to time we may ask you to provide information on the nature of your business and the products you supply so that we can respond to our customers. (For example, this may include confirmation that you do not use or purchase materials from companies that use forced labor, or it may include confirming if you are certified as a small business or minority-owned business for purpose of United States regulations, etc.) We ask that you cooperate with us to provide this information so we can continue to support our customers.

14.0 Supplier Development and Recognition

14.1 Supplier Development Program

Videojet strives for continuous improvement and we want our suppliers to continuously improve along with us. Videojet offers a Supplier Development Program to assist the supplier with their own continuous improvement program and as a way to assist with meeting the Videojet Supplier Scorecard requirements. The Supplier Development Program consists of a Videojet cross-functional team from Quality, Materials, Manufacturing and Procurement to support the supplier and will include use of the Danaher Business System (DBS) tools.

14.2 Recognition

Videojet recognizes those suppliers with outstanding performance. Recognition may include long term supply agreements, participation in New Product Development programs, access to DBS training, Senior Management business reviews and business growth opportunities within Danaher.

Attachment A

Electronic version available at www.danaher.com/suppliers Click on Supplier Code of Conduct

SUPPLIER CODE OF CONDUCT

At Danaher Corporation, we are committed to a standard of excellence in every aspect of our business, to ethical and responsible conduct in all of our operations, to the respect of the rights of all individuals, and to respect for the environment. We expect the suppliers (as well as permitted subcontractors) who do business with Danaher's subsidiaries, and with Danaher, if applicable, to share these same commitments. Danaher and its subsidiaries strongly encourage each Supplier to meet the following standards in all activities that relate directly or indirectly to Danaher Corporation or any of its subsidiaries. We will evaluate a Supplier's compliance with these standards in determining whether to grant or continue preferred status for such Supplier. Suppliers that do not conform to these standards may be disqualified from preferred status and/or have their business relationship with Danaher or the applicable Danaher subsidiary terminated.

Compensation. Supplier must comply with all applicable wage and hour laws and regulations, including those relating to minimum wages, overtime, and other elements of compensation, and will provide all legally mandated benefits.

Hours of Work. Supplier will maintain work hours in compliance with all applicable wage and hour laws and regulations. Supplier will not require employees to work more than any limits on regular and overtime hours allowed by any applicable local law.

Forced Labor / Prison Labor. Supplier will not use forced or involuntary labor, including prison, bonded, indentured, or otherwise.

Child Labor. Supplier will not use child labor. "Child" is any person who is either (1) younger than 16, or (2) younger than the minimum age required for the employment under applicable law. Supplier will comply with all applicable laws and regulations regarding the employment of minors.

Coercion and Harassment. Supplier will treat each employee with dignity and respect, and will not engage in or permit corporal punishment, threats of violence, or other forms of harassment whether based on race, color, gender, sexual orientation, national origin, religion, disability, age, or any other legally protected characteristic.

Discrimination. Supplier will not discriminate in hiring practices or any other condition of work on the basis of race, sex, sexual orientation, color, age, gender, national origin, physical or mental disability, religion, status as a disabled veteran, or other legally protected characteristics.

Workplace Safety & Emergency Planning. Supplier will provide a safe and healthy workplace for employees by endeavoring to meet or exceed international safety standards. Supplier must have procedures in place for handling emergencies such as fire, spills, and natural disasters.

Environmental Protection. Supplier will comply fully with all applicable environmental laws, and seek ways to conserve natural resources and energy, reduce waste and the use of hazardous substances, and minimize any adverse impacts on the environment.

Compliance with Applicable Laws. Supplier will comply with all laws and regulations applicable to their business, as well as the standards of its industry, including those pertaining to the manufacture, pricing, sale, distribution, labeling, import, and export of merchandise. Without limiting this requirement, Supplier will not: (A) violate, misappropriate or infringe upon the intellectual property rights of Danaher and its subsidiaries or any third party; or (B) engage in any activities which would violate any applicable laws and regulations relating to (1) bribery or illegal payments, (2) laws against unfair competition, (3) unfair and deceptive trade practices, (4) the environment, (5) health and safety, (6) international trade, including exports and imports, (7) data privacy, (8) money laundering, (9) employment, (10) contracting with governmental entities, or (11) medical devices, if applicable.

Commercial Bribery. Supplier will not bribe in any way any officer, director, manager, employee, representative or agent of Danaher Corporation, its subsidiaries, or any other entity, including without limitation, by offering or giving kickbacks or by offering or giving gifts of more than nominal value.

Accounting Records. Supplier's accounting records must (1) be kept and presented according to the laws of each applicable jurisdiction, (2) in reasonable detail, accurately and fairly reflect transactions, assets, liabilities, revenues and expenses, and (3) not contain any false or misleading entries.

Conflicts of Interest. Supplier must immediately report to Danaher Corporation any "conflict of interest" of which they become aware. A "conflict of interest" is any circumstance, transaction or relationship directly or indirectly involving the Supplier in which the private interest of any employee of Danaher Corporation or any of its subsidiaries improperly interferes, or even appears to improperly interfere, with the interests of Danaher and its subsidiaries.

Subcontracting. In addition to any restrictions on the use of subcontractors that are otherwise agreed to between the Supplier and Danaher or the applicable subsidiary, Supplier will not use any subcontractor in connection with any Danaher or subsidiary business unless the subcontractor has received a copy of this Code of Conduct.

Monitoring and Compliance. Supplier understands that Danaher Corporation, its subsidiaries, or our designated agents (including third parties) may engage in monitoring activities to assess compliance with this Code of Conduct including on-site inspection of facilities and review of books and records. *Neither Danaher nor any of its subsidiaries or authorized agents assumes any duty to monitor or ensure compliance with this Code of Conduct, and Supplier understands that Supplier is solely responsible for full compliance with this Code of Conduct by its officers, directors, managers, employees, representatives and agents.*

Management System and Communication. Supplier must establish and maintain processes that are reasonably designed to ensure compliance with, mitigate the risks identified in, and facilitate continuous improvement with respect to, this Code of Conduct. Supplier must ensure that this Code of Conduct is adequately communicated to all employees. Supplier should immediately notify Danaher Corporation at +1-877-231-0852 upon learning of any known or suspected improper behavior by Supplier or by employees of Danaher or its subsidiaries.