



Participation Contract for Superior Environmental Performance with Inpro Corporation Muskego

This Participation Contract for Superior Environmental Performance is entered into by the State of Wisconsin through its Department of Natural Resources (“DNR”) and Inpro Corporation, Muskego (“Inpro”).

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I. Introduction

The State of Wisconsin is committed to providing a healthy and sustainable environment, and to protecting and enhancing the resources of the state for this generation and those that follow. The Green Tier program contributes to this commitment by working proactively with participants to manage environmental impacts and to go beyond compliance. Section 299.83 of the Wisconsin Statutes authorizes the DNR to enter into a Green Tier Participation Contract (Contract) with Tier 2 participants to assist the entity in achieving superior environmental performance.

Inpro Corporation, Muskego (Inpro) is a global provider of high-performance, design-forward architectural products for building professionals. The company makes and services products with a commitment to protecting buildings and the well-being of the people who use them. They have a robust sustainability program to improve environmental impacts by setting goals and ensuring continual improvement as they work toward superior environmental performance. More information on Inpro’s past environmental performance can be found in Appendix 3.

The DNR has reviewed Inpro’s past environmental performance and application for Tier 2 of Green Tier. Considering that review and Inpro’s commitment to abide by all current and future environmental requirements and laws, including any and all exemptions, variances or deviations allowed by such law, and the adoption of the parameters of this Contract, the DNR acknowledges that this contract meets the requirements of Section 299.83(6)(jm) of the Wisconsin Statutes and positions the company to achieve superior environmental performance.

Therefore, in order to produce continual improvement in the state’s environment, economy and quality of life, the DNR and Inpro Corporation agree to this Contract and its terms as set forth below.

II. Overview of Inpro's Commitments

Inpro agrees to the following commitments to maintain its Tier 2 Green Tier status:

A. Environmental Management System

- 1) Inpro has implemented an Environmental Management System (EMS) certified to ISO 14001 and the EMS is appropriate to the nature, scale, and environmental impacts of Inpro's operations at each covered facility and activity within those facilities. A copy of the Inpro EMS ISO 14001 certification is attached as Appendix 1.
- 2) Inpro agrees to provide a copy of the table of contents of its Environmental Management System ("EMS") to the DNR. Inpro also agrees to provide the results of its last EMS audit within 30 days after this contract is executed by all parties. In addition, beginning November 1, 2020 and continuing until the end of this contract, Inpro will provide, on an annual basis, any additional information on EMS audits which are completed as well as a summary of the corrective actions taken along with the timelines for the corrective actions, and the current status of those corrective actions, and any remaining non-conformances.
- 3) Inpro agrees to provide a summary of the results of each management review of the EMS to the DNR as a part of the Green Tier annual report.
- 4) Inpro agrees to maintain its EMS for the life of the contract and shall annually provide evidence of the certification of its EMS under ISO 14001 as a result of the annual EMS audit, conducted by an independent 3rd party, of the system. In the event that Inpro chooses not to maintain the ISO certification, Inpro agrees to annually document that its system is functionally equivalent under Green Tier law.
- 5) Inpro agrees to review its EMS at least annually, and to provide to the DNR any new objectives that are selected.
- 6) If any non-conformances are found during the annual EMS audit, conducted by an independent 3rd party, at the facilities, Inpro agrees to provide a written notification to the DNR Single Point of Contact (SPOC), which includes a description of measures that will be taken to prevent future non-conformances and a timeline for addressing all non-conformances within 90 days after the completion of the EMS audit. If the non-conformance is considered Major, Inpro will provide proposed stipulated penalties if the period for correcting the Major Non-Conformances (Section IV Definition) will take more than 90 days from the date of submittal of the report of the non-conformance and the proposed compliance schedule are not met.

B. Annual Compliance Audit

- 1) A compliance audit is a systematic review of the environmental performance of a facility as it relates to compliance with applicable requirements. A definition based on Section 299.83(5)(c)3. of the Wisconsin Statutes can be found in Section IV. G. of this Contract.
- 2) Inpro agrees to conduct a compliance audit on an annual basis with requirements that are applicable to the covered facilities and activities.
- 3) Inpro agrees to provide the DNR SPOC notice of any compliance audits. The Department agrees that it will not seek enforcement of any noncompliance matters discovered by the Department as a result of such compliance audits provided Inpro complies with the reporting requirements under Wis. Stat. sec. 299.83(6m)(a). Inpro agrees to provide a summary of the compliance audit assessment results to the DNR SPOC within 90 days after the completion of the audit. Included in the results shall be a description of all deviations and a description of corrective actions to be taken, along with a timeline for the corrective actions and a description of measures that will be taken to prevent future deviations.

- 4) In the event the timeline for corrections in Section II(B), exceeds 90 days, Inpro agrees to include proposed stipulated penalties for failure to meet the proposed compliance schedule along with the description of corrective actions and the timeline. The DNR agrees to review the stipulated penalties proposed and either accept them or offer up other stipulated penalties. Any disputes on proposed stipulated penalties shall be resolved in accordance with Wis. Stat. sec. 299.83(6m)(c). The parties agree to use their best efforts to reach agreement on stipulated penalties, but failure to reach agreement shall not be used as grounds to terminate this agreement.
- 5) In the event a participant discovers a violation, other than through an audit conducted under II (A) or (B) the participant may, no more than 30 days after discovering the violation, submit a report to the DNR SPOC that includes the requirements outlined in II(B).
- 6) Inpro agrees to provide a summary of the compliance audit results to the DNR as a part of the Green Tier annual report (Section II. D.).

C. Superior Environmental Performance

- 1) Superior environmental performance is measurable or discernible improvement in the quality of the air, water, land, or natural resources, or in the protection of the environment, beyond that which is achieved under environmental requirements. A definition based on Section 299.83(1)(g) of the Wisconsin Statutes can be found in Section IV. H. of this Contract.
- 2) As part of Inpro 's application for a Tier II Contract, Inpro has demonstrated a history of superior environmental performance. This demonstration is attached as Appendix 3, "Past and Current Environmental Performance."
- 3) In addition, Inpro commits to implementing the measures described in Appendix 4 "Future Commitments" that are designed to produce superior environmental performance. Inpro will provide an update to Appendix 4 on an annual basis in their annual report (Section II.D).

D. Annual Report & Objectives

- 1) Inpro will submit an annual report to DNR by March 15th of each year during the term of this contract which describes the environmental impacts from Inpro 's operation which have been reduced due to its efforts, progress on meeting environmental goals and objectives, environmental performance assessment results and an estimate of the financial benefits of participating in the contract and any developments in community relations.
- 2) Prior to the beginning of each reporting year, the parties will jointly agree on the specifics for what will be tracked and reported in the following year. These specifics will link to the objectives set for the year, and any corrective actions that become necessary following a performance assessment. Notwithstanding B. above, Inpro commits to working towards those commitments outlined in Appendix 4.
- 3) As a part of the annual report, Inpro will provide a summary of any communications to significant suppliers and customers related to Inpro 's Environmental Policy, and efforts/discussions related to what can be done to continue to reduce environmental impacts of manufacturing to achieve sustainability goals.
- 4) Guidelines and examples for the Green Tier annual report can be found at: <https://dnr.wi.gov/topic/GreenTier/ReportInstructions.html>.

E. Maintaining an Interested Parties Group

- 1) An interested parties group is a group comprised of people who are involved with the participant in a manner that they have an interest in the success of this Contract. A definition based on Section 299.83(6)(jm)1. of the Wisconsin Statutes can be found in Section IV. I. of this Contract.

- 2) Inpro commits to maintaining an interested parties group to provide a process to increase transparency and trust in this Tier 2 contract. The interested parties group will consist of persons, who live, own a business or work within a reasonable proximity to the facilities which are participating under this Contract, or who otherwise have an interest in the workings of this Contract.
- 3) Inpro will meet with this group on a semi-annual basis to solicit public comments concerning participation under this Contract. A representative from Inpro will take notes during these meetings. These notes will be compiled into a summary of the information discussed at each meeting. Inpro will review the summary internally before providing them in draft form to the interested parties group and DNR representatives. Interested group members will have an opportunity to approve or suggest corrections to the summary at the next meeting. Once approved by the interested parties group, a copy of the notes will be retained for the length of this agreement at the Inpro offices and an electronic copy of the summary will be provided to DNR to be posted on Inpro's Green Tier webpage for public viewing.
- 4) The parties will review the Interested Parties Group after one year. Participation in the group is voluntary for the participants and individuals participating in the group. This group is subject to change over the course of this contract. Inpro shall make a concerted effort to maintain a viable Interested Parties Group. If Inpro has taken reasonable steps to secure participation and has been unable to generate interest in this group, the parties shall consider other options, including suspending the Interested Parties Group

III. Department of Natural Resources' Commitments

The DNR finds that this Contract will provide for greater environmental protection and enhancement than would be available absent this Contract and is, by virtue of these benefits, in the best interest of Wisconsin and its people. In order to support and further Inpro's commitment to superior environmental performance, and in exchange for such commitments, the parties agree to the following:

A. Single Point of Contact

- 1) The DNR will provide a single point of contact (SPOC) to Inpro during the life of this Contract.

B. Recognition

- 1) Inpro is authorized to use the Green Tier logo to promote the covered facility(s) or activities.
- 2) The DNR will provide recognition of future efforts to achieve superior environmental performance.

C. Operational Flexibility

- 1) The DNR will support ongoing efforts to achieve superior environmental performance, which may include changes as Amendments to this Contract.
- 2) The DNR will support innovative approaches that intend to enhance superior environmental performance ideas offered by both parties, which may include but not limited to variances, waivers, alternative permitting concepts, or other innovative ideas.
- 3) The DNR and Inpro agree that no variances, modifications, or alterations to existing permit conditions applicable to the participating Inpro facilities have been included as part of this Contract. Both parties agree that Inpro may at any time during the term of this contract, request to renegotiate such terms or conditions.

D. Enforcement Actions

- 1) In exchange for Inpro's fulfillment of their obligations under this Contract, the DNR will not seek to bring any enforcement action, issue any order or seek any judgment related to the environmental

responsibilities covered under this Contract against Inpro. Any violations of the terms of this contract will be dealt with under Section V(H). of this contract.

- 2) If Inpro reports monitoring results (or other record-keeping results) that would trigger a notice of violation, or performs a performance assessment and discovers any violation, except as required by federal policy, the DNR shall not initiate a regulatory response to the alleged violation if the alleged violation is cured and the environmental management system is modified in such a way so that a future violation does not occur. In order to receive the benefit of this section, Inpro must notify the DNR SPOC by the next business day of the deviation which is the basis for the alleged violation, describe the actions that will be taken to correct the alleged violation, commit to correct the alleged violation within 90 days, or if compliance cannot be achieved within 90 days, propose a compliance schedule and propose stipulated penalties if the compliance schedule is not met. Additional time may be provided by agreement of the parties.
- 3) If stipulated penalties are agreed upon under this Contract, the parties agree to amend this contract to include the stipulated penalties. The amendment should specify the amount, what triggers payment, the method for collecting, and who the payment shall be made to.
- 4) If the problem is not completely corrected, or similar violations occur in the future, the DNR may issue a notice of violation with or without terminating this contract. In order to determine whether a second event that would trigger a notice of violation is a continuation of an uncorrected earlier event, the DNR shall examine the corrective actions taken by the participant and determine whether they were reasonably designed and implemented.

IV. Definitions

- A. **"State"** and **"State of Wisconsin"** means the State of Wisconsin, acting through the Department of Natural Resources.
- B. **"DNR"** means the Wisconsin Department of Natural Resources.
- C. **"DNR Single Point of Contact (SPOC)"** means the unique point of contact within the agency assigned to Inpro during the life of this Contract.
- D. **"Inpro Corporation, Muskego (Inpro)"** those operations included as part of this contract (Appendix 2)
- E. **"Environmental Management System (EMS)"** means an organized set of procedures to evaluate environmental performance and to achieve measurable or noticeable improvements in that environmental performance through planning and changes in operations.
- F. **"Major Non-Conformance"** can mean not having completed an internal audit of the entire EMS, no management review, no corrective actions closed out, or no legal/regulatory compliance assessment. Typically, a nonconformance is classified as major when there is a complete breakdown of an ISO 14001 system element, or when the nonconformance to ISO 14001 requirements poses a serious risk to the environment.
- G. **"Compliance Audit"** A term meaning a systematic, documented and objective review, conducted by or on behalf of the owner or operator of a facility, of the environmental performance of the facility, as it relates to evaluating compliance with applicable permit and/or regulatory requirements. The requirements of Section II B in this contract are based on Section 299.83(5)(c)3 of the Wisconsin Statutes.

- H. **“Superior Environmental Performance”** as defined in Section 299.83(1)(g) of the Wisconsin Statutes means environmental performance that results in measurable or discernible improvement in the quality of the air, water, land, or natural resources, or in the protection of the environment, beyond that which is achieved under environmental requirements and that may be achieved in ways that include all of the following:
- 1) Limiting the discharges or emissions of pollutants from, or in some other way minimizing the negative effects on air, water, land, natural resources, or human health of, a facility that is owned or operated by an entity or an activity that is performed by the entity to an extent that is greater than is required by applicable environmental requirements.
 - 2) Minimizing the negative effects on air, water, land, natural resources, or human health of the raw materials used by an entity or of the products or services produced or provided by the entity to an extent that is greater than is required by applicable environmental requirements.
 - 3) Voluntarily engaging in restoring or preserving natural resources.
 - 4) Helping other entities to comply with environmental requirements or to accomplish the results described in subd. 1. Or 2.
 - 5) Organizing uncoordinated entities that produce environmental harm into a program that reduces that harm.
 - 6) Reducing waste or the use or production of hazardous substances in the design, production, delivery, use, or reuse of goods or services.
 - 7) Conserving energy or nonrenewable natural resources.
 - 8) Reducing the use of renewable natural resources through increased efficiency.
 - 9) Adopting methods that reduce the depletion of, or long-term damage to, renewable natural resources.
- I. **“Interested Parties Group”** is a group comprised of people such as employees, customers, municipal representatives, non-governmental organizations, or private citizens who are involved with the participant in a manner that they have an interest in the success of this contract. Interested parties’ groups are required to be maintained by the participant as described in Section II B in this contract, which is based on Section 299.83(6)(jm)1. of the Wisconsin Statutes.

V. Contract Provisions

A. Enforcement

This contract is governed by Wisconsin law. The parties agree that it may be enforced as a contract by (a) the Attorney General (for Wisconsin) and (b) Inpro, acting through its authorized representatives in the Circuit Court in Dane County, Wisconsin. The commitments made in this Contract may be specifically enforced and the court may also order any other appropriate remedy consistent with law. The parties acknowledge that they are subject to the personal jurisdiction of Dane County Circuit Court for the purposes of enforcing this Contract. The parties consent to the jurisdiction of Dane County Circuit Court for the purposes of enforcing the commitments under this Contract.

B. Severability

All agreements and covenants contained herein are severable, and in the event any of them shall be held invalid by any competent court, this Contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

This Contract intends to parallel, to the extent possible, the timing laid out in any existing permits.

C. Amendments

This Contract may be amended only in writing by the principals to this agreement or their successors. An Amendment of this Contract may require an additional public notice requirement after the parties have negotiated the new language. If the Amendment is largely a technical amendment, no additional public notice will be required. If the Amendment contains substantive additions to, or changes to the Contract, the parties agree that the DNR will provide an additional public notice and may provide an additional public information meeting.

D. Construction

This Contract will be binding on the parties and their respective successors and assigns and is not intended to confer any rights or remedies upon any other persons. Except as otherwise provided in this Contract, nothing herein shall be construed to impose a duty of obligation on Inpro to make any additional agreements with or concessions to any other governmental or regulatory body.

E. Activities Covered Under this Contract

Inpro commits to abide by all current applicable environmental requirements. Any provisions of permits or approvals contemplated by this Contract that are not specifically superseded in Section V.A. shall remain in effect. The Company also commits to abide by all future applicable environmental requirements in accordance with applicable law including any and all exemptions, variances or deviations allowed by such law.

F. Access to Records

Subject to any legally recognized privilege and reasonable notice, the DNR will be permitted access during office hours to inspect and copy all documents and other records that are in the possession or under the control of Inpro which may be necessary to verify compliance with the contract.

G. Termination

If Inpro fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the DNR shall have the right to terminate this Contract by giving thirty (30) days written notice of termination, specifying the alleged violations, and the effective date of the termination. It shall not be terminated if, upon receipt of the notice, Inpro promptly cures the alleged violation prior to the end of the thirty (30) day period. Inpro reserves the right to appeal any decision of the DNR pursuant to this paragraph as provided for under Wis. Stat. ch. 227 or any other applicable law. Notwithstanding this provision, Inpro may seek to directly enforce this contract in the Circuit Court for Dane County in accordance with Section V(A).

Either party hereto may terminate this Contract at any time by giving the other party written notice thirty (30) days prior written notice sent to the respective Point of Contact person identified by each in accordance with the provisions of this Contract.

If the State fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, Inpro shall have the right to terminate this Contract by giving thirty (30) days written notice of termination, specifying the alleged violations, and the effective date of the termination. It shall not be terminated if, upon receipt of the notice, the State promptly cures the alleged violation prior to the end of the thirty (30) day period.

If this Contract is terminated by either party, the DNR shall provide a reasonable time, not to exceed 180 days, for Inpro to fill out the necessary paperwork and request any required permits, licenses or other approvals. However, during this time, Inpro may not seek protection under the Contract or existing law for any activity that causes substantial harm to public health or the environment or that presents an imminent threat to public health or the environment.

H. Remedies

The parties agree that the following remedies shall be used to address violations of this contract, or violations of environmental laws or rules that are covered under this Contract. The parties also agree that the use of this section shall be preferable to terminating the Contract and pursuing Inpro under state law or rule.

For a violation of any requirement of this Contract, Inpro agrees to address the violation appropriately and show the measures the management team made or will make, including updates to the facility's EMS (environmental management system), to prevent future violations from occurring. This citation does not include items not in the contract, such as permit or other environmental regulatory obligations.

I. Term of Contract and Action Period

Unless terminated earlier in accordance with the provisions of the above section entitled "Termination", this Contract will remain in effect for five (5) years. The Contract may be extended for periods of up to five (5) years with the approval of the parties. This contract will remain in effect until August 01, 2025.

J. Identifying Point of Contact

The parties agree to provide a point of contact within their respective organizations for this Contract. That point of contact shall be identified to the other party by letter, and if that point of contact changes, a new point of contact shall be identified by letter. A record of the current contacts for both the DNR and the participant is listed in Appendix 5.

K. Warranty of Authority

Each of the persons signing below represents and warrants that he/she has the authority to execute this Contract on behalf of the party for which he/she signs.

Participation Contract for Superior Environmental Performance with Inpro Corporation Muskego, WI

IN WITNESS WHEREOF, the parties by their signatures shall cause this contract to be in effect until August 01, 2025.

Signed for and on behalf of:

State of Wisconsin
Department of Natural Resources



DocuSigned by:
Beth Bier
By: 7372F809DAE441F Date: 7/24/2020 | 10:09 AM CDT
Preston D. Cole
Secretary

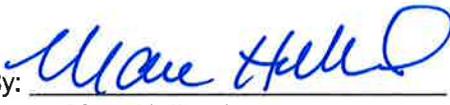
**Participation Contract for
Superior Environmental Performance with
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Muskego, WI**

IN WITNESS WHEREOF, the parties by their signatures shall cause this contract to be in effect until August 01, 2025.

Signed for and on behalf of:

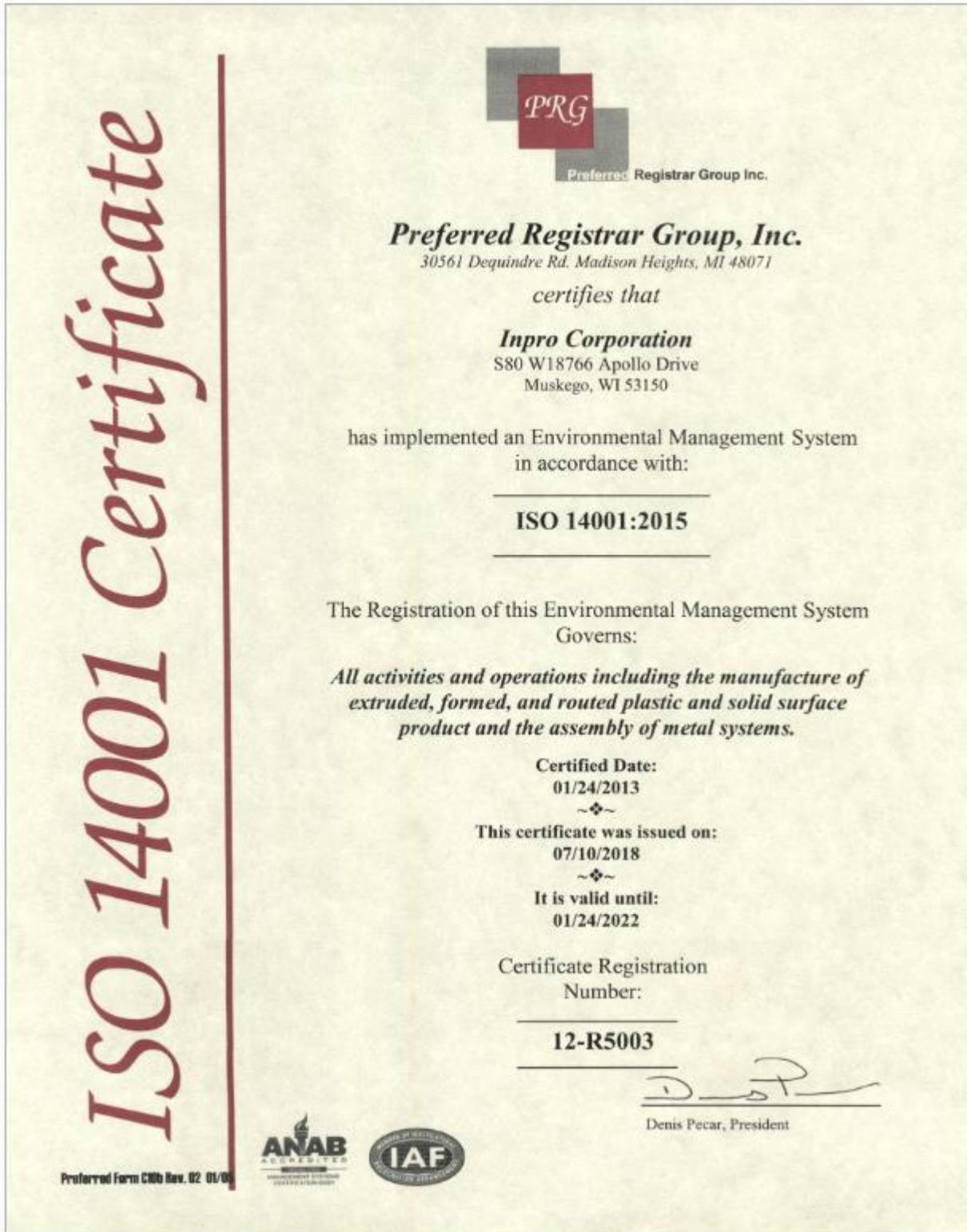
Inpro Corporation



By:  Date: 7/20/2020
Marc Holland
President

Appendix 1

ISO 14001 Certification



Appendix 2

Inpro Corporation

Facilities Covered Under This Contract

This Contract and the activities, commitments, or obligations defined, apply to the following physical locations identified in the application for Tier 2 and are owned and operated by Inpro Corporation.

Company Addresses

Inpro Corporation
Apollo East/West Building
S80 W18766 Apollo Drive
Muskego, WI 53150

Inpro Corporation
Gemini 1 Building
S82 W18762 Gemini Drive
Muskego, WI 53150

Inpro Corporation
Apollo South Building
S81 W18901 Apollo Drive
Muskego, WI 53150

Inpro Corporation
Saturn Building
S83 W18770 Saturn Drive
Muskego, WI 53150

Inpro Corporation
Mercury 1 & Mercury 2 Buildings
W189 S8184-88 Mercury Drive
Muskego, WI 53150

Inpro Corporation
Inpro North Building
S80 W19101 Janesville Road
Muskego, WI 53150

Company Description

Inpro is a global provider of high-performance, design-forward architectural products for building professionals. Inpro makes and services products with an obsessive commitment to protecting buildings and the well-being of the people who use them. Inpro's product categories include door and wall protection, washroom systems, expansion joint systems, privacy systems, elevator protection, architectural signage, and commercial window treatments.

Appendix 3

Past and Current Environmental Performance

Inpro Corporation monitors and measures the following activities as it relates to our environmental management system.

- Electric Usage
- Natural Gas Usage
- Water Usage
- Sewer Usage
- Waste and Recycling
- Paper Usage
- Propane Usage
- Raw Materials Usage
- Employee and Production Hours
- Air Emission Calculations
- Scope 1 and 2 Emissions

Since 2012, Inpro environmental accomplishments include

- Paper usage reduction of 49%. Practices that led to the reduction include setting copiers to default to double-sided printing, and implementing electronic processes that eliminated paper in shipping and sales departments.
- Electric usage reduction of 18% based on kWh/\$ Shipped. Between 2012 to 2019, our total kWh usage increased by 19%, while our Net Sales increased 63%. During this time period, we added two buildings to our operations, new manufacturing equipment, and increased the number of employees by 36%. At the same time, we implemented efficiencies, such as converting to LED lighting in all buildings and installing variable speed drives on equipment, and have partnered with WE Energies, Focus on Energy, WI Manufacturing Extension Partnership (WMEP) and Trane to continue to find ways to be more energy efficient.
- Invested in water conservation technologies including automatic sinks, low-flow toilets and urinals, low-flow faucets and shower-heads, and rain sensors in automatic irrigation systems.
- In 2015, began voluntarily publishing a corporate sustainability report based on the guidelines of the Global Reporting Initiative (GRI).
- In 2013, Inpro was the first in our industry to release Environmental Product Declarations (EPDs). An EPD is a document that illustrates the environmental impact of a product or service across its entire lifecycle.
- Improved manufacturing efficiencies have led to a reduction in manufacturing scrap in our extrusion, injection mold, and solid surface departments. In 2019, our solid surface department was able to improve the solid surface sheet manufacturing process that led to a reduction in the dust created in the finishing process. Our solid surface sheet manufacturing was up 17% while the amount of dust produced decreased by 20%.

Appendix 4

Future Commitments as Part of this Contract

2020 and beyond Objectives and Targets

OBJECTIVE: Reduce waste generated by manufacturing processes

TARGETS:

- Investigate waste streams and determine a Net Zero waste goal

OBJECTIVE: Minimize consumption of natural resources

TARGETS:

- Reduce electric usage by 5% (based on kWh/\$ shipped)
- Reduce Hydrographics water usage by 8%
- Investigate water reduction strategies for the irrigation system and restrooms
- Investigate company vehicle usage and determine opportunities for improvements

OBJECTIVE: Communicate environmental practices to our employees, customers, suppliers, and the community.

TARGET:

- Educate employees on EMS Team activities
- Implement employee training program on environmental practices (e.g. proper recycling)
- Meet with 3 vendors/companies to enhance EMS Team knowledge base

OBJECTIVE: Comply or surpass environmental regulations and other requirements

TARGETS:

- Become a Tier 2 Wisconsin DNR Green Tier participant

Appendix 5

Contact Names

DNR – Single Point of Contact (SPOC):
George Volpentesta
E: george.volpentesta@wisconsin.gov
T: (262) 574-2150

DNR – Project Coordinator
Weston Wegener
E: weston.wegener@wisconsin.gov
T: (608) 284-0908

Inpro Corporation
Michael Sekula, VP Supply Chain Management & Safety
E: msekula@inprocorp.com
T: (262) 679-9010

Inpro Corporation
Jessica Haasser, Quality & Environmental Systems Specialist
E: jhaasser@inprocorp.com
T: (262) 679-9010