Location: Global

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1 Definitions / Abbreviations

Words starting with a capital letter shall have the meaning as defined in the Purchase Agreement or below:

3D	Three disciplines, the first three disciplines of 8D problem solving; Discipline 1: establishment of a team of people with Product/process knowledge Discipline 2: description of the problem Discipline 3: development of an interim containment plan
8D	Eight disciplines problem solving, a process used to identify, correct and eliminate the recurrence of quality problems
AIAG	Automotive Industry Action Group, a not-for profit association founded in 1982 and based in Southfield, Michigan, USA
APQP	Advanced Product quality planning, a defined process for a Product development system as described in the AIAG manual
Audits	Audits are system, Product, or process audits at the Supplier's Production site
CC	Critical characteristics, Product or process characteristics; their non-conformance can result in physical damages and/or personal injury or non-compliance with legal requirements
Concession Request	A Concession Request is a written request by Supplier to Purchaser to accept parts already manufactured, which do not conform to specification, and where the Supplier has only become aware of their non-conformity after manufacture.

Delivery Documents	Delivery notes, waybills, consignment notes, haulage orders
Deviation Request	A Deviation Request is a written request by Supplier to knowingly manufacture parts which for whatever reason do not conform to specification.
DOE	Design of Experiments, a statistical approach to experimental design
DV	Design Verification
DVP&R	Design verification plan & report
EDI	Electronic Data Interchange
EMS	Environmental management system
ERP	Enterprise Resource Planning
FAIR	Factor analysis of information risk
FIFO	First In – First Out
FMEA	Failure mode and effects analysis
FMVSS	Federal Motor Vehicle Safety Standards (USA)
IMDS	International Material Data System
ISO	International Organization for Standardization
Laws	Federal, state, local and foreign laws, executive orders, rules, regulations and ordinances that may be applicable to the Seller's performance of its obligations under each Purchase Contract
MDS	Material Data Sheet
MSA	Measurement systems analysis, the analysis of the process of obtaining measurements
OCM	Original Component Manufacturer: manufacturer of electronic components
Product	(Raw) materials, components, (intermediate) assemblies, tooling, molds, equipment and completed Products and all services, performed in connection with any of the foregoing items
PPAP	Production Part Approval Process
PPM	Parts Per Million
PSW	Part Submission Warrant, a document summarizing the package of documents used in a PPAP
PV	Product Verification
QMS	Quality Management System
REACH	Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) is the European Union Regulation (EC) No 1907/2006 dated 18 December 2006.
RFQ	Request For Quotation
RPN	Risk Priority Number is the Product of the estimated severity of an event * probability of the event occurring * detection (probability that the event would not be detected before the user becomes aware of it); used in FMEA
SC	Significant Characteristics, Product or process characteristics that affect fit, function, performance, durability and reliability of the Products and processes
SECR	Supplier Engineering Change Request
Service Parts	Products and their components for use as service parts
SOP	Start of Production
SPC	Statistical Process Control, a method for achieving quality control in manufacturing processes
SQD	Supplier Quality Department
Supplier	Contractual party to this SRM other than Gentherm
SRM	Supplier Requirements Manual; this agreement
Tread Act	Transportation Recall Enhancement, Accountability and Documentation Act (US federal law)
VAT	Value Added Tax
VDA	German Association of the Automotive Industry (Verband der Automobilindustrie; VDA)
WebEDI-Provider	Software company providing an online-platform for EDI-applications)

2 General Remarks

2.1 Introduction

Understanding that Customer satisfaction is key to success, Purchaser is committed to fulfil or even exceed the expectations of all its Customers. As Purchaser's supply base substantially contributes to success, Purchaser's strategy is to cooperate with its suppliers on a basis of a strong and trustful long-term partnership at the highest performance level. Therefore our selection of and collaboration with suppliers is based on specific requirements that are defined in this SRM, which contains the minimum set of rules and standards. It is applicable to all suppliers of Product and all Purchaser Locations.
These requirements are an integral and legally binding component of all contractual documents such as Purchase Orders, Schedule Agreements, Delivery Schedules or other applicable contracts and agreements.

2.2 General Expectations of Suppliers

Our general expectations are that Suppliers:

- fully comply with the requirements set forth herein and all other contractual documents.
- embrace the concept of continual improvement and zero deficiencies in all aspects of the business.
- pass down this expectation of zero PPM to the Suppliers subcontractors.
- agree to take full responsibility for problems, if and when they occur in their area of business.
- proactively communicate with Purchaser in case of expected or already occurring issues
- submit and obtain PPAP/FAIR approval before producing Production parts (unless approved otherwise in writing).
- ship Products 100 % on time.
- act in an open and ethical manner and treat Purchaser with trust through all communications.
- react with concern when these expectations are not met. Take immediate steps to resolve deficiencies to prevent their recurrence.
- support cost reduction request in line with our and our Customers´ requirements.
- provide a safe work environment.
- keep confidential information confidential, including prints, specifications, samples, etc.
- establish an EMS based on ISO 14001

3 Quality

3.1 General Requirements

3.1.1 Product Safety and Compliance

The Supplier shall run its operations in such a way that all Products provided to Purchaser comply with all Laws relating to motor vehicle safety of the Relevant Markets. In addition the Supplier shall comply with all statutory and regulatory requirements applicable at the Purchaser Locations, the Supplier Locations (including manufacturing) and the country of Product's destination if provided by Purchaser.
In the case that Purchaser defines specific measures for monitoring the compliance with statutory or regulatory requirements Supplier shall ensure its continuous execution at its subsuppliers.
The Supplier shall notify Purchaser in writing immediately after detection of any nonconformity resulting from the Product's design, construction, function or durability. Purchaser and the Supplier shall fully cooperate to identify the cause of the nonconformity and shall create a plan for its immediate rectification.
In case of a recall or any other field- or service action relating to the Products supplied to Purchaser, Supplier must provide Purchaser without undue delay with copies of any data, materials or information provided to the public authorities, including any test, manufacturing, field performance or warranty data.
The Supplier shall oblige its sub-suppliers to comply with all obligations contained in this SRM.

3.1.2 Continuous Improvement – Zero Defects

The Supplier shall maintain a system which contributes to continuous improvement of quality, cost, delivery and all other services provided. This system shall be implemented on all business and manufacturing processes and include all levels of the organization.
Such system shall be based on the implementation of a "zero-defect"-strategy and a "lean-management"-strategy in all areas.
Purchaser is entitled to review the implementation and the effectiveness of such systems on-site, to point out improvement potentials or to conduct an Audit.

3.1.3 Documentation

All documents must be handled in accordance with IATF 16949.
The Supplier shall store safely against destruction all documents (such as but not limited to PPAP, FMEA, control plans, drawings and written specifications, PSW, etc.) and records (such as test results, measurement reports, etc.) for a minimum of 15 years starting with the archiving of the document/records, unless otherwise determined by Purchaser.
Upon request Purchaser is entitled to examine and, when necessary, Supplier shall send copies of these documents within 24 hours after receipt such request. Should the deadline expire on a weekend, it shall be deemed extended until the next work day.

3.1.4 General System Requirements

Supplier shall set up and maintain a QMS.
This QMS shall comply at minimum with DIN EN ISO 9001. In order to become a strategic or "Preferred Supplier" of Purchaser the QMS must comply with the standards of IATF16949 in its latest version.
The QMS shall be regularly verified by Audits. Such QMS-Audits shall be conducted by an accredited independent third party, OEM, Customer or by Purchaser. After each audit Supplier shall send a copy of its QMS-certificate as it is updated to Purchaser. Supplier shall inform Purchaser about any changes related to the certification status, organizational changes, restructuring, acquisition & mergers or the loss of certification.
In case of default of such certificates the Supplier shall permit an audit by Purchaser
Supplier shall also fulfil the requirements of the following AIAG Reference Manuals:

- Advanced Product Quality Planning (APQP)
- Production Part Approval Process (PPAP)
- Potential Failure Mode and Effects Analysis (FMEA)
- Measurement Systems Analysis (MSA)
- Statistical Process Control (SPC)

Additional requirements are noted in this SRM. It is the Supplier's responsibility to obtain the current issue of all IATF 16949 and AIAG related documents.

3.1.5 Engineering Samples and Prototypes

Engineering samples and prototypes being submitted to Purchaser shall fulfil the specification agreed upon, and the provided documentation must confirm the fulfilment of the specification. Each sample or prototype must be clearly labelled as such, packed separately from serial Products, and accompanied with completed dimensional, material and performance test reports as described in the AIAG PPAP Manual. Specific instructions, in addition to these stated requirements, may be agreed upon if necessary. Prototypes shall be packaged according to Purchaser's PPAP-requirements.

3.1.6 Significant Characteristics (SC) / Critical Characteristics (CC)

According to IATF 16949, SC and CC shall be identified and specifically handled in the Design-FMEA, Process-FMEA, control plans, process flows, work instructions and other associated documents. They are marked as such in all drawings/specifications of Purchaser. The Supplier is responsible to fully understand the usage of its Product and also identify special characteristics, as appropriate. This is also valid for "black box"-Suppliers. The Supplier is also responsible for ensuring that relevant SC and CC are explained, understood and controlled by its sub-suppliers.

3.1.7 Tools, Equipment, Gauges

The Supplier shall establish preventive/planned maintenance procedures on all Production and inspection equipment. Preventive/planned maintenance schedules and tool history records shall be documented and available for review.
In the case that tooling shall be sold, consigned to another entity or relocated to an alternate Supplier Production site the Supplier has to inform Purchaser and ask for potential APQP- and re-PPAP-requirements prior to moving the tool.
All tooling shall be labelled with a clear and distinct identification code and show the ownership of the tooling.

Production and inspection devices shall be calibrated by accredited laboratories according to the proper calibration intervals.
Defective tools, equipment and gauges have to be clearly marked as such and stored separately from all tools and gauges in use or good working condition.

3.1.8 Pre-Production and Sample Part Requirements

If necessary, Purchaser may request special requirements for pre-Production and/or sample parts. These requirements shall be communicated in writing or orally in engineering-/ project meetings. The required documents must be updated by the Supplier.
In order to ensure that pre-Production or sample parts will not be mixed with regular Production parts they shall be marked as such. Their label shall be different from the labels of already PPAP approved serial Production parts, the contents of the label shall comply with Purchaser's requirements as set out in Purchaser's shipping instructions.

3.1.9 Early Production Containment Plan

At Purchaser's discretion, Purchaser may demand early Production containment measures (Early Production Containment Plan, hereinafter "**Containment Plan**") for new Products which require PPAP and which have never been produced before at the respective Supplier plant. The purpose of the Containment Plan is to document Supplier's efforts to verify control of its processes during start-up and ramp-up. This will ensure that any quality issues that may arise are identified, contained, and corrected at the Supplier's location in a timely manner.
The Containment Plan starts with pre-Production and continues through the first 90 days of Production after PPAP. The necessary quantity will be agreed during the APQP.
Prior to any pre-Production builds, all requirements for this Early Production Containment shall be documented by the Supplier in the pre-Production control plan, which will be reviewed by Purchaser.
Unless otherwise specified by Purchaser, the early Production containment status will be removed if the Supplier has achieved zero defects for 90 Production days after PPAP approval. If defects are found at containment during this 90 days period, it will start over again.
In special cases Purchaser may require the Supplier to perform off-line containment (e.g. by Third Parties).
The Supplier shall submit inspection data with each lot shipped to Purchaser. Purchaser will inform the Supplier about the necessary extent.
The Supplier shall develop action plans to eliminate previously missed failure modes or to determine capability improvement needs.

3.1.10 Changes to Approved Products and Processes

If Products are approved, Supplier and its sub-suppliers shall not make any change to

- the Product,
- Suppliers,
- Production processes and tools, and
- Production locations

being used to manufacture the Product. This applies to all changes.

In case the Supplier intends to modify the Product, Supplier shall inform Purchaser in advance by submission of the Purchaser SECR form (available on the Purchaser website). This request shall be submitted to Purchaser leaving sufficient time prior to the introduction of this modification, at minimum three months, to allow Purchaser a review. Only after written approval of this SECR form Supplier is allowed to proceed. After introduction of the modification, PPAP documentation and approval according to 3.2.6 is required.
In case the Supplier ships customer designated Products or catalogue Products, Supplier shall inform Purchaser with a duly filled out SECR form at least 30 days prior to the intended implementation of the changes. Supplier shall obtain OEM / Customer approval on the SECR form. Purchaser reserves the right to ask for samples to adjust the own Production processes if required.
Only after Purchaser's PPAP approval Supplier is allowed to start delivery of modified Products.
Any change made without written approval by Purchaser is regarded as a contract violation entitling Purchaser to damages or to cancel any individual purchase contract as well as the Purchase Agreement.

3.1.11 Annual Re-Qualification

On an annual basis the Supplier shall verify that each Product supplied to Purchaser fulfils all specifications. The contents of such internal test validations shall be defined between the Parties. The results shall be recorded and made available to Purchaser upon request at any time. In case of any detected non-conformance the Supplier shall inform Purchaser without undue delay and take containment actions in order to solve the issue.

3.1.12 Certificates of Conformity

A signed certificate of conformity shall be filed at Supplier and, if required by Purchaser, enclosed with each delivery of Products. The purpose is to verify that all requirements are fully met. Type and contents of such certificates will be defined by Purchaser according to the individual requirements.

3.1.13 Storage

All Products shall be stored in such a way that they are secured against loss, theft, damage or impairment of their material properties.
Products, which require a particular storage, handling or transportation method (e.g. moistured plastic parts) shall be marked accordingly. The corresponding storing / handling or transportation instructions shall be submitted to Purchaser's purchasing department during the quotation process and/or the definition of Product specification.
All raw materials and components, semi-finished and finished Products shall be shipped and stored according to FIFO-principles.

3.1.14 Problem Avoidance and Problem Solving

Suppliers which are responsible for Product design shall use reliability methods during the Product design, verification and validation phases of the APQP process in order to assure the robustness and durability of their Product design for the intended application or as specified by Purchaser.
During the process design, verification and validation phases of the APQP process data driven methods shall be used in order to prevent problems with new or changing Products and processes. Such tools and methods include but are not limited to: FMEA, MSA, SPC, DOE and Taguchi.
Supplier shall have well-trained personnel being able to quickly and permanently resolve Product and process issues with the use of problem solving tools and methods such as six sigma, 8D, 5W, Ishikawa, etc. The purpose of the problem solving tools and methods is to find the root cause and to validate corrective action effectiveness.

3.1.15 Supplier Performance Monitoring and Supplier Development

Purchaser regularly rates its Suppliers performance (Supplier Performance Rating) taking into account each individual Product and in particular quality and delivery performance. New Suppliers will be evaluated upon start of Production. Should the Supplier not agree with its Performance Rating, it shall formally object in writing to the responsible Purchaser representative within the time indicated on the rating form, otherwise the rating shall be deemed accepted.
It is Purchaser's strong intention to cooperate with reliable and quality-conscious Suppliers only. Therefore our Suppliers shall target a rating as "A"-Supplier.
In case of an unsatisfactory Supplier Performance Rating Purchaser will take any of the following steps:

- Corrective actions (action plan, 8D) submitted as requested and monitored for compliance.
- Meeting with Supplier representative, and appropriate personnel to agree on corrective actions and the timelines for their completion.
- On-site Supplier survey, document and process review, and/or full or partial Audit, as required.
- Containment actions, e.g. 100 % inspection of all Products prior to shipment.
- De-sourcing of Supplier due to continued non-compliance.

3.1.16 Audits

Purchaser reserves the right to conduct system, Product, or process audits at the Supplier's Production site ("**Audits**"), depending on the individual requirements. Purchaser will document audits and inform the Supplier about

the results in writing. Detected non-conformances shall be corrected in accordance with a mutually defined corrective action plan within a fixed period of time.
In the event that quality issues are caused by a sub-supplier, Supplier shall use its best efforts that a (mutual) audit can be carried out at the affected sub-supplier.
Supplier shall admit customer of Purchaser to visit and/or audit the Supplier. This requires an advanced coordination between the Supplier and Purchaser and shall create the confidence of the customer in Supplier's capabilities. Any business issue between the Supplier and Purchaser will be treated confidentially.

3.2 Advanced Product Quality Planning (APQP)

In order to pursue the zero-defect strategy, strict quality planning and effective serial Production surveillance are absolutely essential. The main emphasis shall be on prevention of defects rather than on detection of defects.
The Supplier shall perform APQP in accordance with the AIAG APQP Manual and shall provide it for review by Purchaser.
This APQP-plan shall include in particular:

- a comprehensive description of risks that affect Product safety or the project plan
- the implementation of failure-avoiding methods to achieve the zero-defect target
- the identification of changes needed for Product or process specifications

If applicable, the Supplier shall utilize and submit the APQP Supplier Status Report (available at Purchaser website). This report shall track the Supplier's progress throughout the APQP and launch processes.
Upon request, Supplier shall submit all documents created during the APQP process to Purchaser.

3.2.1 Contract-/ Producibility Review

Supplier shall ensure that all specifications and requirements of Products are met. The Supplier shall verify with undue delay, if Purchaser's specifications are faulty, unclear, incomplete or non-conforming with statutory requirements or samples. In this case, Purchaser shall be informed in writing without undue delay.
Additionally Supplier shall review each Purchase Order / Schedule Agreement / Delivery Schedule, quotation or engineering change request concerning its feasibility. In this context, feasibility means that the requested Products can be manufactured under mass Production conditions without any restrictions, particularly concerning technical and commercial requirements such as:

- quantities / capacities
- scheduled times / deadlines
- costs / prices
- Product description / specifications / drawings

3.2.2 Project Plan

For the purpose of project planning and implementation, the Supplier shall make a project plan.
The project plan shall include the following milestones:

- specification / drawing review
- producibility review
- specification of SC/CC
- Design-FMEA, when development is being carried out by the Supplier
- DVP, when development is being carried out by the Supplier
- process flow chart
- Process-FMEA
- control plan for pre-Production and serial Production
- planning and provision of inspection and measuring equipment including MSA
- manufacture and inspection of prototypes according to the current AIAG PPAP-Manual, or customer specific requirements

- manufacture of pre-Production samples
- determination of machine and process capabilities for CCs and SC
- packaging specification
- PPAP according to the current AIAG PPAP-Manual, or customer specific requirements
- process sign-off and review of documents
- SOP after approval by customer

3.2.3 Failure Mode and Effects Analysis (FMEA)

Any FMEA shall always be conforming to the AIAG FMEA-Manual. It shall be kept active for the entire duration of Production and be updated in case of Product and/or process changes. Results from analyses of defective Products must be implemented into the FMEA.
The Calculated Risk Priority number (RPN) in the FMEA shall not exceed 100; otherwise Supplier must implement corrective actions to reduce the RPN below 100 without undue delay. All failure modes with a severity & occurrence rating above 59 shall be addressed first regardless of RPN.
Upon request, the FMEA shall be provided or at least presented to Purchaser for review without undue delay.
Supplier shall be fully liable for possible Product defects and their consequences, if Supplier has not (correctly) performed a FMEA.

3.2.3.1 Design-FMEA

The Supplier shall perform a design-FMEA if the Product is fully or partially developed by the Supplier.

3.2.3.2 Process-FMEA

Supplier shall provide a Process-FMEA, even if Supplier is not responsible for the design of the Product. The Process-FMEA shall be performed at the beginning of process planning regarding the necessary Production and inspection equipment, and shall be concluded in good time before installation of the Production equipment for serial Production. Feedback from the Process-FMEA to the design shall be provided during design feasibility.

3.2.4 Planning of Inspection and Inspection Equipment

For all new or modified Products and manufacturing processes, all characteristics of importance to the quality shall be recorded, inspection procedures and their frequency shall be suitable, and all inspection equipment shall be planned properly and shall be available in good time for the start of pre-series Production.
The determination of SC and CC which have to be taken into special consideration in inspection and equipment planning shall be carried out in collaboration with Purchaser and under consideration of the results of the FMEA.
The control plan shall contain in particular all:

- master data [e.g. control plan number incl. date of origin and date revised, control plan category (prototype, pre-series, serial Production), part no. and description, revision, Supplier name, Supplier code, core team members, key contact name and contact details]
- SC and CC
- inspection characteristics of process control and final inspection
- significant process parameters
- corresponding inspection equipment
- inspection frequencies
- inspection methods
- inspection types (quantitative/qualitative)
- sample sizes or 100 % inspection
- corrective actions in the event of nonconformity
- measures for Early Production Containment

A MSA shall be executed and recorded for the whole used inspection equipment.

3.2.5 Process Capability

Purchaser is entitled to review the manufacturing process at the Supplier's facility prior to AIAG PPAP submission. Purchaser will decide which review process shall be applied (Audit, PPAP, Run@Rate, etc.).
To obtain information about Production process capability as early as possible, process capability shall already be analyzed in the Production pre-series phase. With the aid of process capability analyses the confirmation of the process with the specified quality requirements shall be assessed based on mathematical or statistical procedures. These analyses shall provide information on where and to what extent action or process improvements are necessary before serial Production commences.
The determination of the characteristics for which proof of process capability must be supplied shall be made as early as possible in consultation with the Purchaser. These characteristics shall at minimum include all CC and SC.
The minimum process capability requirements are:

- Preliminary process capability (pre-Production): Ppk > 1,67
- Process capability in serial Production: Cpk > 1,33

Before PPAP approval, Supplier shall confirm the process capability of all CC and SC in writing. To do so, the process shall be evaluated during a full capacity run. Thereafter, during serial Production, the process capability for all CC and SC shall be verified in regular and appropriate intervals.

3.2.6 Product Part Approval Process (PPAP)

The purpose of PPAP is to demonstrate, before SOP, that all specifications have been fulfilled. It shall be used for eliminating systematic faults before SOP or before approval is given for serial Production. For Products previously PPAP approved by Purchaser, the Supplier shall not make any changes of location, processes or materials without written approval from Purchaser.
PPAP is necessary

- for new Products
- for corrections due to deviations
- for modified Products (changed specifications, or not approved material)
- for modified Production methods or Production conditions (e.g. new/changed tools, machines, parameters, etc.)
- when Production shall be moved to another location
- when Production was interrupted by more than one year
- when Supplier or materials will be substituted

All PPAP submissions shall be provided as requested at the due date and with their complete and accurate documentation and in accordance with requirements of ISO/TS16949, related AIAG APQP- and PPAP-Manuals (latest edition) and any other OEM/customer specific requirements specified in the contract. The report shall contain Purchaser part and specification number, technical engineering level and clear and complete Supplier identification data. If PPAP is not in time or incomplete or wrong, this can lead to delay of programs of Purchaser's Customers. Costs incurred by late, incomplete or faulty PPAP shall be borne by Supplier.
Regarding data covering proprietary parts Purchaser will respect Supplier´s confidentiality / expertise, and Purchaser will accept that in these circumstances Suppliers cannot share all information / data with Purchaser. However, if problems or concerns arise, Supplier shall provide Purchaser with all relevant information necessary to review and eliminate such problems or concerns.
For Customer directed Products with valid PPAP-approval by this Customer, the copy of the released PSW-cover sheet and current material certifications/dimensional results/material test results and 5 initial samples of the current engineering status are sufficient, unless requested otherwise by Purchaser.
For catalogue parts the cover sheet of the PSW incl. the declaration of the Purchaser part-number, the valid drawing, the measure report and 5 numerated parts are sufficient, unless requested otherwise by Purchaser.
Material packaging is part of the PPAP and as such to be agreed and validated during project phase, prior to PSW approval.
Full or interim approved PPAP is required prior to shipping parts to Purchaser for Production. Purchaser will reject any shipment without PPAP-approval, unless Supplier applied for and received a written deviation from Purchaser's supplier quality department.

PPAP-parts shall be labelled as such and sent separately from serial Products to the ordering Purchaser Location.
All documentation shall be in English.
For each new Product a MDS according to IMDS-requirements shall be submitted to Purchaser via IMDS-database and in PPAP documentation. The IMDS-number shall be included on the PSW. The Supplier shall be aware of updates to the IMDS-candidate list and ensure that information submitted is correct and complies with the recommendations of the IMDS-system. For all Products supplied, Supplier shall automatically provide any changes to MDS.

3.2.7 Part C.V.

All changes of Products, of their materials and manufacturing processes and all necessary documentation shall be tracked in a part C.V. during the whole life cycle. All changes shall be recorded with statements on date, Purchaser's as well as Suppliers' Product engineering revision level and the engineering level of the changed element (raw material, process parameter, document, etc.).

3.3 Serial Production Supervision

3.3.1 Incoming Goods Inspection

The quality of the Products shall be assured by proper protective measures. These shall include an incoming goods inspection by Supplier including the documentation of its results and the delivery with conformity certificates and capability certificates for sub-suppliers.

3.3.2 Production

Supplier shall meet the process capability requirements as defined in the AIAG PPAP- and SPC-Manuals, unless otherwise requested by Purchaser. The Supplier shall ensure that process capability and control requirements are documented in their control plan and that capability indices are achieved and improved throughout Production. For CC and SC statistical SPC shall be planned and implemented. All corresponding provisions and systems shall be documented in writing. Upon request, the Supplier shall present this documentation to Purchaser.
In addition, Supplier shall continuously reduce part-to-part variation and eliminate all waste.

3.3.3 Non-conforming Parts at the Supplier

Non-conforming parts occurring in the course of the Supplier's Production, must be sorted, labelled and separated from conforming parts. Procedures must be in place to ensure that defective Products are not mixed with conforming Products and delivered to Purchaser.

3.3.4 Inspection of Outgoing Products

Supplier shall ensure complete conformance with all Product specifications and quality requirements by performing an outgoing Products inspection by means of proper inspection methods. All inspections shall be documented completely, in particular regarding delivered lots and shall be filed in such way that short term analyses are possible. Purchaser may request certificates of conformity or test reports. Supplier shall oblige its sub-suppliers and sub-contractors accordingly.

3.3.5 Deviations / Concessions

Deviation- / Concession-Requests shall be submitted to Purchaser using the SECR-form (available at Purchaser's website). Purchaser will issue its decision in writing at all times. Deviations / Concessions will only be considered for a specific quantity of parts or a specific time frame and will be documented and signed by the Purchaser-SQD.
Representative samples should be submitted with the SECR-form to Purchaser-SQD that will further coordinate with related Engineering Dept. and SQA of the Purchaser user plant.

If Purchaser accepts the Deviations / Concessions, each delivery must be identified with a label "Deviation" or "Concession".

3.3.6 Counterfeit electronic components

Distributors and Suppliers of electronic components and of Products containing electronic components shall provide evidence of the genuineness of the electronic components prior to supplying Purchaser. Based on the Purchaser's requirements, Supplier shall submit sufficient evidence, in particular pictures of component packaging, packaging label and component marking. Purchaser may verify the evidence provided with the original component manufacturer (OCM). In case any deficiency is detected all related costs (warranty field cost, revalidation, etc.) shall be borne by Supplier.
Such distributors / Suppliers shall demonstrate capable component management to avoid any infiltration of counterfeit components at any time.

3.4 Complaints / Lack of Conformity Notice

3.4.1 Complaints

Upon detection of defective Products at Purchaser or its Customers, which were caused by Supplier, Purchaser issues a complaint. If not agreed otherwise, the Supplier shall confirm the receipt of the complaint as well as already implemented immediate measures by a 3D-Report within one (1) working day.
Supplier shall analyze the defect and introduce proper corrective and containment actions to ensure defect-free and continuous supply of Purchaser. A person shall be defined by Supplier, which shall be responsible that all necessary actions will be defined, executed and supervised within the required time. All these activities shall be recorded in an 8D-Report which shall be sent to Purchaser within 10 working days after receipt of the complaint and rejected Products/samples.
The results of all complaint analyses shall directly be considered for improvements of Products and processes (e.g. through FMEA, inspection plans, etc.).
In the event of Supplier's delivery of defective Products, Purchaser may at its option and in addition to any rights or remedies it may have by law or under this Purchase Agreement:

- reject the delivery that includes defective Products in whole or in part and return it at Supplier's risk and expense;
- if a defect is discovered before the defective Product has left Purchaser's Production sites or is installed in the Product of the Purchaser, Supplier shall be given the opportunity to remedy the defect or to replace the defective Product before Production commences within a reasonable period of time at Supplier's cost, provided any such remedy does not cause any delay in Purchaser's Production.
- if Supplier is not able to or Purchaser cannot reasonably be expected to allow Supplier to remedy the defect or to replace the defective Product (in particular due to operational reasons, e.g. related to the time, sequence of assembly and delivery to Customers or due to factual reasons e.g. that the Product is already installed in the Product of the Purchaser), then Purchaser shall have the right at Supplier's expense either to
    - remedy the defect itself or
    - have it remedied by a third party or
    - return the defective Product to Supplier.
- withhold payment or if payment for the defective Product has already been made, withhold payment of subsequent deliveries of up to three (3) times the value of any defective Product, until the Supplier fulfils its obligations.

Issuance of payment by Purchaser for a defective Product shall not constitute acceptance of nor confirm that the Product received was free of defects.

3.4.2 Reaction Plans due to Non-Conformance

The reaction plan shall include, but is not limited to:

- Maintain a quality sorting resource, which is readily available for fast response of 24 hours or less (Supplier or contract third party companies); If Supplier can't guarantee this and continuous Production and supply of Customers is endangered, Purchaser is entitled to sort and rework at Supplier's expense.
- Immediate return of the whole lot where non-conforming Products were detected.
- Replacement by the Supplier. In order to avoid any shutdown at Purchaser or Customers, Purchaser is entitled to buy Products from another company, if Supplier is not able to provide required Products in the right time.
- Scrapping of non-conforming parts by Purchaser.

All such actions shall happen in coordination with the Supplier and Purchaser. Purchaser is obliged to keep all costs related to such actions reasonable.
If the Supplier is not reacting within 10 days after receipt of the complaint, all non-conforming Products / lots will be scrapped and charged without any further consultation.

3.4.3 Controlled Shipping

In case of defective Products, Purchaser may impose containment actions for defective Products and demand special measures to ensure necessary Product quality. While on Level 1 or Level 2 Containment, Supplier will be restricted from bidding on or being awarded new business for the material in question.

3.4.3.1 Level 1 Containment (Appendix A)

Level 1 Containment requires at least the following measures:
Level 1 Containment will be performed by Supplier´s employees at Supplier´s manufacturing location. The Supplier will be notified that it has been placed on Level 1 Containment status. This notification will be followed by a written Level 1 Containment plan including the need for 100 % inspection, effective corrective actions and the exit criteria (see 3.4.3.2). Supplier shall provide written confirmation of receipt of this notification, including the Level 1 Containment plan within 24 hours.
Suppliers placed on Level 1 Containment shall:

- Immediately establish a separate containment activity area at their location.
- Start a 100 % inspection and/or test activities and record their results. At minimum Suppliers must record the material inspected / tested and the frequency of non-conforming material identified.
- Contain all suspect material in the supply chain (at Supplier´s location, in-transit, at Purchaser etc.).
- Conduct a daily review of the result of the inspection / test activities and verify whether the corrective actions are effective or required change, which then shall be planned and implemented.
- Communicate results of the inspections / tests to Purchaser at the agreed intervals.
- Provide key quality documents upon request for Purchaser review.
- Perform corrective actions including all steps of the 8D process.

3.4.3.2 Level 2 Containment (Appendix A)

Level 2 Containment can in particular be initiated if

- Level 1 Containment actions have been ineffective;
- Supplier does not or is prevented from providing expedient and efficient containment; or
- particularly severe issues are existing and/or Product safety is not guaranteed.

Level 2 Containment includes the same processes as Level 1 Containment but with added inspection / testing by a third party (if deemed necessary by Purchaser). The third party must be approved by Purchaser and shall be contracted and paid for by the Supplier.
Supplier will be notified that it has been placed on Level 2 Containment status. This notification will be followed by a written Level 2 Containment plan including the need for 100% inspection and effective corrective actions. Supplier shall provide written confirmation of receipt of this notification, including the Level 2 Containment plan within 24 hours.
Supplier subject to Level 2 Containment shall:

- Contract and issue a purchase order to a Purchaser approved independent (third party) sorting firm. Supplier shall be responsible for providing all necessary information/training and locations for re-inspection activities. Supplier shall be responsible for all cost associated with the re-inspection.
- Submit data to Purchaser as agreed upon.
- Meet the defined exit criteria.

3.4.3.3 Duration of Level 1 or Level 2 Containment and costs

The containment shall continue until permanent corrective actions have been implemented and their effectiveness has been validated. Supplier will be released from containment, if following criteria are met:

- 30 days of Production with zero defects in case of Level 1 or 60 days in case of Level 2 Containment and at least 3 defect free deliveries since the beginning of containment unless specified otherwise by Purchaser. If a defect is found at containment during this time, the time period of Production with zero defects shall start all over again.
- a full 8D-report has been submitted by the Supplier showing and verifying the root cause for the containment and the effectiveness of the corrective actions; and
- Purchaser has agreed to the closure.

All costs incurred at Purchaser by containment shall be borne by the Supplier. The costs include but are not limited to costs for shipping, handling, processing, reworking, inspecting and replacing defective Products as well as costs for value-added operations prior to the discovery of the defective Product and costs for Third Parties.

3.5 Environmental Requirements

In order to obtain the status "Preferred Supplier" the Supplier shall implement and maintain a certified EMS which is compliant to ISO 14001. As a minimum requirement the Supplier shall be compliant with all Laws, in particular regarding hazardous/restricted substances, enter all material data into IMDS and implement scrap and waste reduction as well as energy saving programs.
The Supplier warrants that its internal processes and its Products delivered to Purchaser fully comply with all Laws, in particular those of REACH and regarding Conflict Minerals.

4 Engineering: Product development

A primary goal of Purchaser is to fulfil the expectations of its Customers by supplying superior and innovative technology in its Products. Purchaser has the same expectations of its Suppliers. Supplier shall ensure that Purchaser obtains the best support possible in the development of new innovative Products and shall fulfil the project plans agreed to with Purchaser. Supplier shall actively support Purchaser in order to optimize Product characteristics in light of the high expectations of Products to be developed and delivered to Purchaser.
Supplier shall ensure that the development and Production of its Products complies with all applicable Laws and that Products reflect the latest state of the art of science and technology.
Unless agreed otherwise, each Party shall absorb its respective development costs. This shall also apply to any required validation and approval tests, which will be mutually defined. On component (Product*)* levels Supplier, on system levels Purchaser shall be fully responsible for the successful execution of DV- and PV-tests. Supplier shall bear the costs for repeated tests on system levels, if such repetition is necessary due to defective Products supplied by Supplier.
In the event that Purchaser agrees to pay for Product development costs, Purchaser will only pay for the first version of the development. If additional versions are necessary due to development defects caused by the Supplier, Supplier shall bear such costs. Purchaser shall bear additional costs incurred by Supplier due to change requests or faulty requirements by Purchaser.
Purchaser shall own all development results paid for by Purchaser (e.g. drawings, specifications, software, test results, etc.). Supplier shall not offer or deliver any Products or similar goods arising from such development work to third

parties. This shall also apply to developments and/or Products ordered and/or paid for by Purchaser, regardless of whether or not the developments and/or Products were or will be ordered from Supplier.
If Product development timelines are defined and not met by fault of Supplier, Supplier shall compensate Purchaser for any damages resulting from this delay. The timing of a Product development can be defined by a development order, a project plan or other written agreements.
Should Supplier, for whatever reason, wish to abort any Product development agreed to with Purchaser, Supplier commits itself to continue to support Purchaser until an adequate solution is found by Purchaser. Supplier shall deliver all information and means (including those that involve the Confidential Information of the Supplier) to Purchaser, provided that they will only be used for Purchaser-specific applications. The Supplier shall compensate Purchaser for all damages resulting from the abandoning or aborting of a Product development program unless the continuation of the development is terminated by Supplier because of a breach of this Agreement by Purchaser.

5 Logistics

5.1 Packaging

If not agreed otherwise (e.g. by specifications from Purchaser), Supplier shall be fully responsible for the design, selection and use of appropriate packaging. Once the Product and its packaging are PPAP-approved, Supplier shall not change the packaging without prior approval by Purchaser. When selecting the packaging, all Products are to be suitably packed and prepared for shipment, taking into account the nature of the Products and the anticipated stocking and delivery methods. Tough reusable packaging is preferred; yet some instances may require disposable packaging. In the latter case, all disposable packaging must be readily recyclable; Purchaser encourages the use of postconsumer, recycled content in its packing materials.
If returnable packaging is provided to Supplier on behalf of Purchaser, Supplier shall be responsible for any loss or damage to such supplied packaging material, as far as the damage occurs on Supplier's premises or as far as Supplier is responsible for transportation according to INCOTERMS 2010 during transport.
Returnable packaging or packaging materials provided on behalf of Supplier shall be held at the Purchaser facility to which deliveries are made for pick-up on behalf of Supplier. Purchaser shall have no further obligation regarding reusable packaging.

5.2 Labelling & Traceability

All Products shall be labelled in accordance with VDA, ODETTE and/or AIAG Production label standards. The labelling shall ensure that Products can be easily identified and mixed stock is avoided. In addition, the complete traceability of all data and documents down to used raw material and component lots shall be ensured even after end of serial Production by means of delivery documents or Product labels.
In all cases, all previously used or outdated labels shall be removed first. Self-adhesive labels are not allowed to be affixed directly to the load carrier. Attachment by wire is also prohibited. If the holders for shipping documents cannot be used, gluing points that can easily be removed without residues shall be used.
All data on container labels must comply with the data on the shipping documents. Supplier shall assure that all containers are identified with a container label according to VDA, ODETTE or AIAG, depending on individual requirements of Purchaser Location.
Labels must not stick out and have to be easily readable.

5.3 Shipping Documents

Delivery notes, waybills and consignment notes or haulage orders shall be configured in accordance with the applicable Laws and standards (e.g. VDA, AIAG, DIN, etc.) as requested by the receiving Purchaser location.
Each delivery shall be accompanied by the haulage order / consignment note, one set of delivery notes or remote data transmission-waybills (the set comprising the original and three copies) as well as other necessary accompanying papers (possibly customs papers) as attachments. The Supplier shall be responsible for export customs clearance. The Supplier shall provide all papers and documents required for cross-border transport at its own cost. In the case of intra-EU-deliveries, Supplier shall specify the VAT identification number on the delivery note.
The haulage order shall always list all delivery notes that comprise the delivery, including the individual weights.

At minimum the following information shall be provided on the delivery note:

- Delivery address
- Delivery note number
- Supplier name and address
- VAT-identification number in case of intra-EU-delivery
- Supplier number (bar code)
- Country of origin
- Supplier part number
- Quantity (bar code)
- Weight (net, tare, gross)
- Supplier lot number (bar code)
- Number of boxes
- Customer part number (bar code) incl. index/ engineering level
- Customer part description
- Shipping date
- Box number (if reusable box)

Note: For Suppliers from countries different from the country of the Delivery Address, an original set of export documentation shall be sent with the shipment to the Delivery Address, and to the Purchaser customs broker directly. Prior to shipping, Supplier shall send an advanced shipping notification to the Purchaser facility, if requested by the delivery location.
All charges resulting from incorrect or inadequate customs documentation shall be borne by Supplier.

5.4 Hazardous Materials

It is Supplier's responsibility to ensure that the delivery of hazardous materials fully complies with all applicable Laws governing the transport of hazardous substances. In particular, Supplier shall

- categorize, classify and determine the permitted means of transport
- identify the shipping items or packaging items
- label the containers
- exclusively use type-tested, authorized packaging for the transport that has been approved in writing by Purchaser
- organize transport permits and ensure that the transport papers are in order and
- provide safety data sheets, approval permits, etc. in good time before the first delivery.

The Supplier shall be liable for all damages arising due to failure to comply.

5.5 Purchase Orders & Deliveries

5.5.1 Cumulative Quantities in Delivery Schedules

The cumulative quantities in the Delivery Schedules permit precise delimitation of what number of Products has been received by Purchaser. The difference between Suppliers information on Products delivered and the cumulative quantities of Products received in the Delivery Schedule is the quantity of Products in transit. As the cumulative quantities are of essence for billing, Supplier shall check them precisely and inform the responsible materials planner at Purchaser without undue delay of any discrepancies.

5.5.2 Capacities

Whenever Purchaser is communicating demands to Supplier e.g. by RFQ, Schedule Agreements, Delivery Schedules, etc., Supplier shall review its capacities and inform Purchaser without undue delay of any supply bottlenecks. When reviewing its capacities, Supplier shall always consider an additional 20 % capacity to actual demands to safeguard required flexibility and further growth.

5.5.3 Minimum Order Quantities

In general, minimum order quantities are only accepted, if they are in line with required minimum Production lot sizes. However, Supplier is expected to continuously work on minimization of the minimum Production lot size by applying appropriate measures (e.g. SMED workshops for setup time reduction).
The following shall apply, if minimum order quantities are agreed:

- If Supplier delivers same Products to more than one Purchaser Location, Supplier shall consider all current global demands and shall split the minimum order quantity accordingly.
- If Supplier receives Delivery Schedules/Purchase Orders, minimum orders shall be split amongst subsequent Delivery Schedules/Purchase Orders.

5.5.4 Communication and Exchange of Documents

5.5.4.1 Electronic Data Interchange (EDI)

Supplier shall apply EDI for transmitting and receiving information like Delivery Schedules etc., in a defined format using remote data transmission. This enables both Parties link the received Delivery Schedules directly with their ERP-system without further manual processing. The applicable standard (e.g. VDA, AIAG, etc.) will be communicated by the receiving Purchaser Location.
Supplier shall select and implement appropriate hard- and software at its own cost.
EDI of delivery notes and other transport data by Supplier to Purchaser is a significant requirement for accelerating and rationalizing the goods receipt at Purchaser. Furthermore, EDI is used for ensuring a consistent level of data quality, avoiding input errors and taking account of transit stocks in system-based planning of demand at Purchaser. Supplier shall transmit directly to Purchaser the data for the particular delivery contained in the consignment note or haulage order, delivery note and goods tag. The data shall be transferred without undue delay after the delivery leaves Supplier, because timely transfer of the delivery note and transport data (especially in the case of short transport distances) is a precondition for the functioning of the process. This process applies in conjunction with the use of remote data transmission waybills.

5.5.4.2 Internet-based Electronic Data Interchange (WebEDI)

If Supplier does not have the necessary technical infrastructure for implementing EDI via classic remote data transmission, Supplier shall use the WebEDI platform of Purchaser. WebEDI involves the use of the Internet as the basis for one or more EDI application(s). WebEDI offers a simple, cost-effective and secure exchange of order, delivery and invoice data with Purchaser via the Internet. Purchaser is providing all necessary data (e.g. Delivery Schedules, etc.) on a specific Internet platform. After collecting and internally processing this data Supplier shall return his information (e.g. delivery notes, transportation data, invoices, etc.) to Purchaser by using this platform.
Prior to using this platform Purchaser will establish the contact between Supplier and the provider of this platform ("WebEDI-Provider"). Purchaser (through the WebEDI-Provider) offers an introductory training free of charge. Supplier shall bear the fees for using the platform and all later support.

6 Commercial

6.1 Continuous Improvement

Supplier shall develop annual continuous improvement plans, approved by upper management, which establish improvement goals, implementation dates and responsible personnel. Supplier shall have a system to identify, record and monitor costs on a regular basis for all Products manufactured and/or purchased as well as for all services provided and/or purchased. This system shall include, but not limited to:

- Manufacturing costs
- Quality costs
- Purchasing costs
- Lead-time reduction
- Safety Stock / Supplier Location
- Overhead costs

Supplier shall reduce costs annually to help offset all reduction programs implemented by customers of Purchaser so that both Parties can remain globally competitive partners. Purchaser will work proactively with its supply base to support cost reduction implementation, but expects Supplier to take the initiative in establishing projects that will generate savings. Supplier will be expected to participate in formal cost reduction reviews as required by Purchaser.

6.2 RFQ / Quotations

If requested, Supplier shall submit its quotation by using the Purchaser RFQ and Quote Analysis Form attached to the request for quotation. Supplier shall provide full cost details as listed on the form. It is Purchaser's strategy to understand all cost factors and to mutually work with Supplier to keep cost as low as possible and thus safeguard further growth of business.
When submitting the quote, Supplier is deemed to confirm that all technical, commercial and capacity matters have been verified. Modifications due to insufficient verification are not accepted unless Purchaser has changed its requirements. Quotes shall be valid for a minimum of 6 months.

6.3 Exclusivity / Non-Compete

Supplier shall sell and/or supply the Products exclusively to Purchaser. Supplier, including its Affiliates shall neither directly nor indirectly through third parties market, quote, sell or deliver Products to competitors or customers of Purchaser ("Non-Compete Obligation"). The term "Products" refers not only to the identical Products provided to Purchaser, but also to Products which can be used for the same or a competitive application. Purchaser will provide Supplier from time to time as required and appropriate with an updated list of its current competitors and customers. Customers or competitors of Purchaser, which have already been supplied by Supplier with the Products prior to the conclusion of this Agreement with Purchaser, are excluded from the Non-Compete Obligation.
To the extent the Products are supplied to Purchaser and incorporated as components in or upon Purchaser's Products, Supplier remains entitled to sell the Products as spare parts to end-users or to repairers or other service providers not entrusted by Purchaser with the repair or servicing if its Products. For the avoidance of doubt, Customers, in particular OEM's, are not end-users pursuant to sentence 1 of this paragraph.
The provisions of this Section 6.3 shall be effective during the entire duration of this Agreement and for three (3) years after the termination of this Agreement.

6.4 Risk Management

Supplier is required to maintain a risk management system to protect Purchaser's supply of Products in the event of an emergency. Such a system shall ensure:

- maximum protection of employees and assets
- rapid response to a critical incident or business interruption
- immediate recovery of critical business processes and the return to normal operations
- reduction of the potential for a critical incident through prudent preventive and training measures

The Parties agree to constantly identify and mitigate potential risks in the interests of both Parties and shall bring them immediately to the attention of the other party in sufficient detail so as to permit the other party to eliminate and/or mitigate such risks.

Contingency plans must be in place to ensure full and continuous supply on time. They shall consider, but are not limited to:

- Labor interruptions
- IT/Computer breakdowns
- Utility disruption plan
- Facility damage recovery plan
- Employee crisis counselling plan
- Internal and external critical contact list
- Transportation / border crossing restrictions

For immediate and direct communication in case of emergencies Supplier shall provide a communication matrix containing all relevant functions and contact persons.

6.5 Service Parts

For the duration of a Purchase Contract and for a period of fifteen (15) calendar years thereafter, Supplier shall provide Purchaser with Products and their components for use as service parts ("**Service Parts**") according to the terms and conditions of the respective Purchase Contract. In particular all quality requirements and specifications related to the Product shall also apply to the delivery of Service Parts. All Service Parts shall be manufactured on original tools and fixtures.
Supplier shall ensure that its suppliers comply with these provisions.
Supplier will supply Service Parts at the same price as was charged for Products and their components during a Purchase Contract for the initial five (5) years after end of Production at Purchaser, plus any actual cost difference for special packaging and/or Production runs. Pricing for Service Parts for the next ten (10) years shall be based on the prices of the most recent Purchase Contract during regular Production, adjusted for actual differences of the cost of materials, packaging and Production as mutually agreed between the Parties. If Service Parts involve systems or modules, Supplier will sell each component or part at a price that does not, in the aggregate, exceed the system or modular price specified during regular Production, less any assembly costs and/or any additional costs that may be incurred for packaging components.
At no additional cost Supplier shall provide Purchaser any and all documentation regarding Service Parts.
The obligations contained in this section shall survive any termination of the Purchase Agreement.

6.6 Subcontracting

Supplier shall treat any and all material provided by Purchaser with care, store it correctly, in particular according to storage instructions provided by Purchaser, and insure them against damages, e.g. theft, fire, water, storm damage etc.
All items provided by Purchaser shall remain property of Purchaser. None of the items may be scrapped without Purchaser's prior written approval.
Purchaser shall be owner of any and all Products and their components described in the Purchase Contract where the value of Purchaser's Production materials contained in such Products exceeds sixty per cent (60 %) of the total value of such Products. Otherwise, Purchaser and Supplier shall have joint ownership, the ownership ratio based on the value of the material supplied by Purchaser in comparison with the Production and other components added by Supplier to the Products.
Upon request Purchaser shall have the right to demand the return of all things provided by Purchaser and all Products and their components owned by Purchaser which are in possession of Supplier or Supplier's supplier(s), in which event Supplier or Supplier's suppliers(s) will prepare them for shipment and ship them to Purchaser at their expense.

7 References, Internet Links, Revision Record

Rev. 1.0, 07. August 2015

Rev. 1.1, 19. April 2017