Supplier Quality Manual

For use with current editions of
ISO/TS 16949 and ISO 14001

Approved: Ami Vanhooser & Jim Pfeiffer
Supplier Quality

Revision: E
Revision Date: June 18, 2013
## Amendment Record

<table>
<thead>
<tr>
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<tr>
<td>6/18/13</td>
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<td>Post Index, 2. References,</td>
<td>Added Acknowledgement Letter &amp; Sign-off and added; ISO14001 Req. References; #5 Supplier Quality Assessments; New 1st 3 par. to Submission Criteria, Cert of Origin/ NAFTA Reqmt; Annual Part Verification/Validation reqmt details frequency and bullet list &amp; fee for noncompliance; C. Escalation Process and associated documents; #9 Outside Source for Sorting par.3; #7 CAR minimum; references and links to new addendums and letter ‘C’ to Supplier Development. Added addendums F-L for form examples.</td>
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<td>3/9/12</td>
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<td>#5 Transportation –NEW, #6 Requirements A#2 - C of A; Supplier Performance #2</td>
<td>Added a new section Transportation (now 5) and renumbered the sections; PPAP #2 Certificate of Analysis requirements for detail to be included on the certificate for Plastics and Metals per the PO/Contract; added org. change updates to Supplier Performance.</td>
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<td>8/26/11</td>
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<td>Changes in product/process submission requirements; added bailment; CS-added example criteria; added reference to Par 5A; 1st paragraph (Package and Label) added last sentence and 3rd par. Changed shall to should.; added EXAMPLE to Addendums A &amp; D</td>
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<td>1. Quality System</td>
<td>Clarified requirement for certification and references to environmental reqmts.</td>
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<tr>
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<td>A</td>
<td>All</td>
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Enclosed is the current release of Flex-N-Gate Corporation Supplier Quality Manual.

All Suppliers to Flex-N-Gate Corporation facilities are required to be third party registered to current edition of ISO/TS 16949 or at a minimum of ISO 9001 and ISO 14001 in accordance with customer specific requirements. Please refer to the manual for specific instructions regarding registration compliance and timing.

The revised manual also addresses specific requirements for Flex-N-Gate and as such, compliance to all is required. Please sign and return this acknowledgement to Flex-N-Gate at preaward@flexngate-mi.com

This release shall supersede all other releases, please destroy any copies you may have. Please contact the undersigned should you require additional clarification.

Sincerely,

Ami H. VanHooser

Ami H. VanHooser
Supplier Quality Specialist - Flex-N-Gate/Ventra
Michigan Technology Center

ENCLOSURE
ACKNOWLEDGEMENT:

I have reviewed, fully understand and agree to comply with the guidelines as outlined in Flex-N-Gate’s Corporate Supplier Quality Manual dated June 18, 2013 – Revision # E.

________________________________________  _________________________
General /Plant Manager                                         Date

________________________________________  _________________________
Quality Assurance Manager                                         Date

________________________________________
Company Name (Please print)
QUALITY MANAGEMENT SYSTEM

1. **Quality System Registration**

This manual contains defines the procedures and requirements that involve our suppliers and sub-suppliers. All Suppliers are required to be 3rd party registered to current edition of ISO/TS 16949 or at a minimum ISO 9001 with the ability to demonstrate compliance to ISO/TS 16949 (refer to the ISO 9001, ISO/TS 16949 current versions available through AIAG) and certification to the current edition of ISO 14001. All suppliers must meet the Quality System Requirements; including any applicable customer-specific requirements as documented in this manual (see **Required References** below and **Suppliers of Special Processes**).

This manual applies to all suppliers (direct, non-production/capital) and sub-suppliers that do business with Flex-N-Gate (referred to as FNG), globally. This manual does not alter or reduce any other contractual requirements covered by purchasing documents or requirements of engineering drawings or specifications. This manual describes the minimum requirements expected and is applicable to all (production, non-production) material, capital, and service suppliers whether the products and/or services are provided directly or indirectly through sub-suppliers.

Potential Suppliers who currently are not registered to a Quality standard; such as, small job shops, may be scheduled for a 2nd party audit to assess compliance to the required standards (see Supplier Quality Assessments*). Suppliers who do not meet this criteria are expected to begin the registration process to ISO/TS 16949 current version immediately (refer to 1st paragraph above). The Supplier must provide Flex-N-Gate Purchasing/Materials with an action plan, for review and approval. The approved action plan must reflect detailed timing of the registration process. Please contact the specified Flex-N-Gate facility if this is applicable.

Where certification to Federal Regulations; such as, the Federal Motor Vehicle Safety Standards published under Public Law, are applicable; the supplier is required to certify compliance of the product with such standards prior to initial production shipments and as required thereafter. The written certification, with supporting test data, shall be directed to the Quality Assurance Department Quality Manager, at the appropriate FNG facility, and is in addition to original compliance documentation.

Suppliers are responsible for ensuring that all materials and processes used in sale and manufacturing of products to FNG are in compliance with all Federal, State & Local requirements regarding environmental, toxic and hazardous waste, mechanical, electrical and electro-magnetic devices. This applies in the country of manufacture and sale.

Suppliers are required to upload all pertinent information relating to the material used in their product per IMDS and Reach Regulations into the MDS website (www.mdsystem.com) 30 days prior to PPAP (reference PPAP section).

2. **Required References**

Suppliers are responsible for obtaining and maintaining copies of the latest revised/current versions of all associated and referenced publications, (copies of these publications can be obtained from the Automotive Industry Action Group) such as;

- □ Advanced Product Quality Planning (APQP)
3. **Request for Quotation**

Prior to award of any business, the supplier will be expected to complete the FNG RFQ with complete detailed cost breakdown. Should a discrepancy between the supplier’s layout and our layout occur, then our layout is to be followed.

4. **Pre-Award Survey**

A **Pre-Award Survey** shall be completed with new Suppliers under consideration for award of business. All potential Suppliers must complete the initial Pre-Award survey and return to the respective FNG facility. Subsequent surveys may be conducted at FNG’s discretion. *We have established an email address for pre-award surveys to be sent. The email is preaward@flexngate-mi.com.*

FNG will assess the risk level of each supplier for each part being supplied.

5. **Supplier Quality Assessments**

FNG will require the suppliers to assist in conducting self-assessments (Supplier Quality Assessment) and/or audits to ensure the quality of the product or process being provided FNG.

This assessment is not considered as a 2nd party assessment as required by TS 16949 and customer-requirements.

6. **Transportation**

This Transportation Policy, issued by FNG Corporation and its related companies, including but not limited to FNG Plastics, Guardian West, Masterguard, Velti Metals, Ventra, Ventra SPD and Ventra Plastics (hereinafter collectively called FNG), is applicable as follows:

- To all Suppliers selling goods of any type to FNG Corporation and its related company facilities located in North America; and,
To all Shipments, regardless of mode and points of origin and destination, where freight costs will be borne either directly or indirectly by FNG Corporation and its related company facilities located in North America.

This policy is published supplemental to the Terms and Conditions document, and is not intended to supersede any provisions thereof.

As a handbook for Suppliers, this policy is designed to support formal issuance of Buyer instructions or Buyer requirements relative to transportation and shipping as noted in the Terms and Conditions. In the event of conflict between the North American Transportation Policy and the Terms and Conditions, the Terms and Conditions will apply.

This policy may be periodically updated and will be posted on the FNG website at http://www.flex-n-gate.com/ci/files/FNG_Transportation_Policy11-1-11.pdf without additional notice to Suppliers. Suppliers may print copies of the policy from the website at will, which will reflect a revision level and effective date of the revision. Individual shipments will be governed by the version of the policy in effect as of the date of shipment. Suppliers are responsible to ensure that shipments are made in accordance with the current version of the policy as of the date of shipment.

Where noted within the North American Transportation Policy, individual plants may issue deviations from instructions found herein. Those deviations must be made in writing and indicate an effective date in order to have the effect of superseding the Policy. Provisions of the Policy not subject to deviation by FNG plants or facilities will be so noted.

7. **PPAP Requirements**

A. **Submission Criteria**

FNG requires a full PPAP submission unless otherwise detailed in the Purchase Order. Level 3 is the default level for all PPAPs; however, the receiving FNG plant may require at its discretion a level 4 or 5 based upon priority, risks, or new supplier. Any deviation to the Level III default will be provided to the supplier in writing.

PPAPs must conform to the latest final customer specific requirements (i.e., PPA for Chrysler). If the supplier is unaware of the final customer or the customer specific requirements, it is the responsibility of the supplier to contact the receiving FNG plant for clarification.

AIAG provides a host of manuals including PPAP, FMEA, Control Plans, MSA, etc. that may be used as reference for PPAP submissions. Customer Specific Requirements take precedence over AIAG requirements. It will be the responsibility of the Supplier to ensure that the PPAP reflects the latest revision level of the controlled drawing used by FNG.

It is the responsibility of the Supplier to adhere to and incorporate into their systems any appearance items or special characteristics as directed by either OEM print driven items for FNG requirements and overall customer satisfaction. Pass-through characteristics must be documented on the PFD, PFMEA and Control Plan and validated at the supplier with adequate controls and under the oversight of the FNG Plant QE. The Supplier is responsible for providing resources and managing it’s sub-suppliers to ensure that appearance parts are provided to FNG for approval by FNG customers in a timely manner.
This applies to AAR submissions for initial PPAP approval, and any further AAR submissions required by FNG and its customers.

FNG requires early notification and consent prior to any process or material changes. For supplier-initiated changes, it is the supplier’s responsibility to notify FNG and submit for part approval prior to the first production shipment. This applies to all situations identified in Table 3.1 and Table 3.2 of the AIAG PPAP Manual, 4th Edition. In some cases, FNG may waive this requirement; when this happens, the supplier must review all items in the PPAP file and update them as necessary to reflect the current process.

Suppliers are expected to submit PPAP packages, in their entirety, to the appropriate plant Quality Manager or designate before the agreed-upon date. FNG will review the submission and give one of three statuses:

1. Full approval indicates that the part or material meets all specifications and requirements. The supplier is authorized to ship product. Unless otherwise agreed on, supplier can only invoice for tooling when they achieve full PPAP approval.

2. Interim approval permits shipment of production for production requirements on a limited time or piece quantity basis. The supplier must submit, at the time of PPAP, an action plan to address the issues preventing the PPAP from obtaining full approval.

3. Rejected means that the submission, does not meet the specifications and requirements. FNG will state the reasons the submission was rejected on the PPAP warrant and return the warrant to the supplier. A corrected PPAP must be submit and approved before the supplier can ship product.

Tier-2 suppliers are responsible for the PPAP submission and approval of subsequent tier suppliers. All submitted parts for PPAP should be clearly identified and marked per respective reports and documentation. All gauges owned by FNG must be built in accordance to Flex-N-Gate Check Fixture Standard (see Addendum A for the link to the standard for the Design & Build Approval checklist).

All submissions, except annual revalidations, must include IMDS number and NAFTA Certificates (Certificate of Origin), as applicable. The NAFTA or Certificate of Origin must be supplied prior to shipping parts per PPAP Requirements.

All test results must be conducted by an accredited test facility. An internal laboratory facility shall have a defined scope that includes its capability to perform the required inspection, test or calibration services. This laboratory scope shall be included in the quality management system documentation. The laboratory shall meet the requirements as stated in 7.3.6.1 of the TS standards.

External/commercial/independent laboratory facilities used for inspection, test or calibration services shall have a defined laboratory scope that includes the capability to perform the required inspection, test or calibration, and either accredited to ISO/IEC 17025 or national equivalent or approval designated by the customer.

1) **Annual Part Verification/Validation**

Supplier’s to provide a layout for every year of production (Level 3 submission minimum or as specified by the PPAP requirements) for all FNG released parts or components as detailed in customer-specific requirements (per the program being supported). In addition to this layout, suppliers are responsible for submitting documentation as listed below (as applicable to service or product being provided):

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June 18, 2013
• TS 16949 and/or ISO 14001 or required Certificates (i.e. ISO 17025)
• CQI Special Assessments including Tier Suppliers supporting FNG Programs
• Self Assessment (Supplier Quality Assessment form)
• Pre-Award Survey, with at a minimum Key Contact List and Section 2 updated annually, as well as, and any updates in other pertinent sections.
• Updated NAFTA / Certificate of Origin
• Customer–specific Assessments (i.e., Q1, MMOG, QSB, etc.)
• FNG-specific Forms as indicated during the initial PPAP

For suppliers that fail to comply with annual validation, a corrective action will be issued and the supplier will have five days for submitting and closing the corrective action. An administrative fee of $250.00 will be assessed should the supplier fail to submit the completed corrective action within five days.

2) Material Certifications

A completed Certificate of Analysis (COA), which includes the engineering specification number, must be provided prior to the shipment for each lot. The COA must contain the actual physical or testing measurements per the specified OEM customer engineering specification for the key parameters as detailed on the contract or amendments to the contract. SPC data, when required must be provided with each shipment. A copy of the actual physical or testing measurements detailed in the OEM specification must be maintained on file at the production location and available upon request. Reference examples:

A. RESIN
   • Customer Specification materials was tested
   • Min/Max Specifications and Values
   • Lot/ Batch Number for Traceability
   • Estimated Quantity Shipped
   • Melt Flow Rate
   • Ash Content
   • Density
   • Flexural Modulus
   • Notched Izod Impact

B. METALS
   • Material Spec
   • Material Description (dimensions, tolerance and unit of measure)
   • Heat Number
   • Mechanical Properties (if applicable)
   • Chemistry
   • Coating Weight per side (if applicable)

   Bumper Facilities also require...
   • Grain Size if applicable as per ASTM E112
   • RA if required (microns/micro-inch)

For suppliers of components, a certificate must be maintained on file at the production location and available upon request.
B. Qualification of Personnel

The supplier's system shall provide for the qualification of personnel performing critical inspection and production operations. Operator training records are to be made available upon request by FNG representatives.

C. IMDS

The European Directive “REACH Guideline” came into force for used cars that prohibit the use of heavy metals. To be able to ensure compliance with this EC directive in the future, it is vital that all the reports on first samples include confirmation that the components delivered to FNG comply with the latest IMDS/ Reach requirements. Suppliers must register with IMDS (International Material Data System) on www.mdsystem.com. Refer to IMDS website for training material.

The Supplier is responsible for obtaining an IMDS-module reference number for each part number supplied to FNG. The IMDS reference number must be included with the PPAP submission on the PPAP form and the Warrant.

A supplier PPAP package will not be approved without this reference number being included with the submission. The IMDS-module of this purchased component must also have been submitted and approved by the appropriate FNG facility.

Declarable substances in a Supplier's product must be reported in a declaration statement. Action plan to remove these prohibited substances must be submitted. Review the Analysis-Tab for “Declared / Prohibited” (DIP) substances. Please reference IMDS system for document instructions on DIP substances.

D. Suppliers of Special Processes

FNG suppliers that provide special processing that fall under the directives identified in the AIAG CQI Assessments (at all tier levels) to the latest edition (available from AIAG) are required to complete and submit to FNG. The assessment shall be performed annually on the anniversary date. Failure to submit a requested deliverable will result in the supplier’s PPAP being rejected.

Note: Additional assessments may be required per customer-specific requirements. Suppliers are required to maintain onsite records of compliance for a time period specified by FNG plant representative.

8. Tooling

The supplier is expected to maintain FNG owned and customer-owned assets located at the supplier’s facility. It is the supplier’s responsibility to track and identify FNG tooling in their facility, and the supplier must tag the tooling “property of Flex-N-Gate”. These assets are to be used solely for the production of FNG products. When there is no future need for these assets, the supplier must request direction for disposition. A bailment receipt and tooling information (as per plant request) shall be returned to the plant designated purchasing contact. Failure to do so may result in delay of payment of final tooling invoice. Control of FNG Owned / Supplied Equipment and Tooling – FNG owned/ supplied equipment and tooling includes gages, test equipment and tooling supplied by FNG for use in production or maintenance or made by the Supplier and paid for by FNG supplier shall:
• Use FNG Supplied Gages, Special Test Equipment, and Special Tooling on FNG purchase orders only and for only those purchase orders for which the items were supplied.

• Identify all tools and test equipment, unless size or use prohibits, with identification tag(s) ensuring legibility and permanency, which states the ownership designation as “Property of FNG” upon receipt or fabrication.

• Obtain written approval from FNG prior to making modifications or changes to gages, test equipment or tooling.

• Maintain, protect and preserve tooling, test equipment, and gages. Tooling and gauging shall be maintained for three years after the FNG purchase order is complete unless FNG directs otherwise.

• Contact the FNG Buyer before the transfer of gages, test equipment or tooling among supplier facilities (address location) or to other suppliers.

• Supplied gages, test equipment or tooling that become excess to the needs of the purchase order shall be reported to FNG.

• Obtain written approval from FNG before the disposal or destruction of FNG supplied gages, test equipment or tooling.

• Report all cases of loss, damage or destruction of FNG’s property in possession or control or property located at Supplier’s second-tier suppliers to the FNG Buyer within 72 hours as such facts become known.

• Maintain a record (Tool List) of all FNG supplied gages, test equipment or tooling. The list shall be traceable back to the FNG tooling purchase order and job number.

9. **Containment / Non Conforming Material**

The supplier must have a system implemented to ensure that “nonconforming” items are identified and quarantined to prevent introduction into production shipments.

Should the supplier detect that products do not meet what is defined in the Purchase Order, Drawings, FNG and customer supplied requirements and/or applicable standards and specifications, the supplier should immediately inform the Purchasing and Quality Departments of all impacted FNG plants.

Where non-conforming material has been shipped to a FNG facility, a **Supplier Quality Concern Notification (SQCN-Addendum G)** will be issued and the supplier must submit a corrective action indicating their Containment Plan within **24 hours** of receiving a corrective action request. The Containment Plan must include material in transit. The Containment Plan will be reviewed and agreed to by FNG.

**A. Corrective Action Requests (CAR) – see Addendum K:**

Suppliers receiving a nonconformance will be responsible for submitting Corrective Action as follows: If non-conforming material received by FNG from the supplier causes a major disruption (downtime) to production lines, and/or issue at FNG’s Customer, the supplier shall respond within **24 hours** with a containment plan and submit an approved corrective action plan (i.e., 8D, 7-step, 5 phase, etc) **within 10 days**. Any deviation from this requirement must be agreed to by the FNG Quality Dept. All corrective actions must be implemented and verified within 30 days. An extension of up to 90 days may be granted with written approval from the issuing plant.
1. Upon receiving a Corrective Action Request from FNG, Suppliers are required to immediately sort 100% of their product; including product at the FNG plant(s), in transit, in warehouses, at the Supplier’s production facility, etc., and to ensure that FNG’s assembly plants are supplied with enough certified stock to assure no disruptions to production. Material must be labeled as certified for the specific defect or defects for the next three shipments unless otherwise directed by FNG.

Depending on the continuity of supply situation, the following may occur:

- **High inventory at FNG:** Supplier may choose to have product returned or Supplier may sort at FNG.
- **Low inventory at FNG:** Supplier required on-site at FNG to sort for defective product.
- **Extremely urgent (possible line down):** FNG will take the appropriate action and the Supplier will be responsible for all costs incurred.

**NOTE:** Some of FNG’s production facilities do not allow sorting of purchased material to take place on-site. Suppliers must make arrangements for transporting non-conforming material from FNG, sorting the material, re-packaging, creating new packing slips with accurate quantities, affixing new bar code labels as needed, and arranging transportation of certified stock back to FNG.

Disposition shall be provided for non-conforming material in the following manner:

- **Use as is (with documented approval):** material used, quantities not counted against PPM total.
- **Sort / Rework:** supplier will be charged a standard sort / rework fee; defective pieces found will be counted against PPM total.
- **Scrap:** Removal of non-conforming material will be the responsibility of the supplier. For Non-conforming material remaining over 48 hours will be scrapped and any related scrap fees will be charged back to the supplier.

2. Supplier is responsible for reporting accurate sorting results and to request adjusted effective quantities when appropriate. This can have an impact on the Supplier’s PPM calculation.

3. Suppliers are responsible for managing the use of outside sources for sorting and must make all arrangements to ship parts between FNG and outside source. FNG will contact the Supplier for authorization to return the material at Supplier’s expense (for example RMA).

4. Defective parts returned to the Supplier, reworked and returned to FNG may still be counted toward the Supplier PPM. Reworked parts must meet specifications. The repairing of parts is not permissible without prior written authorization from FNG.

5. Evidence of the defect; such as, digital photos will be provided when possible. A sample of the defect may be sent to the Supplier upon request. FNG and its Customers reserve the right to verify product conformance to the requirements at the Supplier’s and their subcontractor’s plants.

6. Verification of the implemented corrective action on-site at the Supplier may be accomplished during subsequent visits. If Corrective Actions take more than two weeks to implement, a progress report may be required. When the corrective action is completed and verified to be effective, the FNG Corrective Action Champion is responsible for
approving the corrective action closure and notifying the Supplier contact of the closure.

7. A Corrective Action at a minimum must include:
   □ Clear identification of the root cause and cannot be a restatement of the issue
   □ Interim Action and containment implemented
   □ Actions taken to correct issue
   □ Actions taken to prevent reoccurrence (i.e., error-proofing)
   □ Evidence of verification that actions taken were effective
   □ Lessons Learned or Read Across implemented

B. Preventive Action Request

If non-conforming material received by FNG from the supplier causes zero or minor disruption (no down time /no scrap /no issue at FNG’s Customer), the supplier shall submit a corrective action plan and meet any requirements approved through the corrective action plan.

C. Escalation Process

FNG requires suppliers to assure that all material, services, and processes are in conformance to all specifications and requirements and are delivered within the defined delivery schedule. Repeat product and/or process issues, launch or delivery issues may initiate the use of Controlled Shipping at the expense of the supplier. FNG escalation process for repeated incidence is initiated through the Escalation Process (refer to Addendum F). A supplier failing to protect a FNG facility from repeated incidences will be subject to the escalation process, up to and including resourcing.

D. Continual Improvement

1. General

   Continual Improvement in regard to cost reduction is an essential element of long-term business success for FNG and for its Suppliers. In order to remain competitive, FNG and its Suppliers must recognize the requirement to find effective ways to eliminate waste and reduce the cost of our products.

2. Expectation—Improvement Factor

   FNG expects all Suppliers to constantly examine and optimize the entire cost structure of their business and the products supplied to FNG; including process improvements, cycle-time reduction, scrap reduction, die/tooling set-up reduction, design improvements, Sales, General and Administration (SG&A) reduction, fixed and variable overhead reduction, transportation, etc. In order to ensure proper review and validation of Suppliers’ design and process improvement ideas, Suppliers must strictly comply with FNG’s change management requirements for all design and process change proposals.

10. Controlled Shipping

   FNG may determine that special measures are required to ensure adequate quality and delivery performance.
Controlled Shipping is a requirement by FNG for a Supplier to add a redundant inspection process for sorting of a specific non-conformance, while implementing a root cause problem-solving process. The redundant inspection is in addition to normal controls and should be completed in a controlled area. Submission of the sorting data showing inspection results is required. The data obtained from the redundant inspection process is critical as both a measure of the effectiveness of the secondary inspection process and the corrective actions taken to eliminate the initial non-conformance.

FNG will notify the Supplier they have been placed on Controlled Shipping. Examples of criteria for a supplier being placed on controlled shipping may include some of the following:

- Repeat quality performance issues
- Critical launches
- New Suppliers
- Customer-specific requirements such as, GP-12 and FPSC.

Note: This list is not all encompassing and may be determined by the FNG facility.

Two levels of Controlled Shipping exist:

- **Level 1** includes a problem solving process as well as a redundant inspection process. The Supplier’s employees at the Supplier’s location enact the inspection process in order to isolate the Customer from receipt of non-conforming parts/material.

- **Level 2** includes the same processes as Controlled Shipping – Level 1, with an added inspection process by a third party representing FNG or FNG’s Customer’s interests specific to the containment activity. The third party is selected by the Supplier, approved by FNG or FNG’s Customer, and paid for by the Supplier. Continued failure to meet expectations could result in removal from the Approved Supplier List.

  Note: Suppliers at CS level 2 are not permitted to bid for new, existing or transfer business until otherwise notified by either the plant or MTC Purchasing.

Other measures may be required if level 2 controls are not effective.

Criteria for exclusion for Controlled Shipping – Level 1 or 2:

- FNG will make the determination whether the Supplier can effectively correct the non-conforming material situation through the normal corrective action process and isolate FNG or FNG’s Customer from the problem.

- Application for an Exist Letter to Level 1 or 2 will be reviewed and approved by the FNG plant provided all of the criteria and action plans have been met. (See Addendum J)

11. **Supplier Charge Back**

   A. **General**

   Suppliers are responsible for the quality, on-time delivery, and reliability of the product they supply. Product must meet the drawing and any referenced specification requirements. The Supplier accepts financial responsibility for the consequences of noncon-
forming product and rejected PPAP submissions including, but not limited to, costs incurred for containment, sorting, premium freight, rework, repair, and replacement of defective material, resulting overtime, and productivity loss incurred by FNG or by FNG customers.

Following is the schedule for charge back costs associated with non-conforming product sent to a FNG site:

- Administration fee for each Corrective Action issued.
- Off-site 3rd Party Sorting—charges to be paid directly between Supplier and 3rd Party Sorting Company.
- In-house sorting by 3rd Party Sorting Company (if allowed by specific FNG site)—charges to be paid directly between Supplier and 3rd Party Sorting Company.
- In-house sorting by FNG personnel (if required to avoid down production line)—Supplier will be responsible for actual costs incurred.
- Production Line-Down Charge—Supplier will be responsible for actual costs incurred.
- Miscellaneous fees (rework, material handling, required Customer visit time and travel costs, expedites, Customer location sorting fees, tooling/machine damage, testing, etc.) Supplier will be responsible for actual costs incurred.

Supplier will be responsible for all applicable warranty costs. Warranty items will handled with the same expectations of a production part requiring corrective action verification and FNG plant approval prior to closure.

B. Unauthorized Changes

In cases where a Supplier has implemented an unauthorized change or has failed to deliver contracted products in accordance with the specifications and terms of the FNG Purchase Order, all cost that are incurred by FNG and/or its Customers will be the sole responsibility of the Supplier. (Refer to Section 7A, paragraph 6)

C. Charge Back Debit

The method of charge back will be by debit memo, processed by the FNG receiving location. See the appendix for a breakdown of expected costs to be assessed at the FNG facilities. For additional information on cost, associated costs and general costs – See Addendum B.

MATERIAL REQUIREMENTS

1. Material Management Operation Guideline (MMOG)

Some Suppliers may be required to provide a copy of their MMOG Scoring Summary Results. If FNG requires you to implement MMOG and you fail to do so by the target date, a SCAR may be issued. For further information on receiving MMOG training, contact your AIAG/Odette representative, or the Supplier Development contact at FNG for assistance.
2. Material Releasing and Authorization

Authorization is the number of weeks of financial commitment for released material FNG provides the supplier. In other words, it is how much material (measured in weeks) FNG will buy from the supplier if the part is no longer required. If a supplier has a raw authorization of six weeks, FNG will purchase no more than six weeks worth of raw material from that supplier if FNG decides no longer to use the part.

All suppliers shall receive:
- A minimum of two weeks fabricated material – finished goods – authorization.
- An incremental two weeks of firm - work in process - authorization.
- An incremental four weeks of raw material authorization.

*Note: To be clear, the total authorization period is eight full weeks.*

FNG will supply up to 16 weeks or more of releases for material planning and forecast purposes only.

It is the responsibility of the Supplier to ensure all requirements are met as directed by the release and / or purchase order.

FNG’s goal is to minimize the amount of obsolescence of product for the supplier and for FNG. It is the supplier’s responsibility to work on continuous improvement activities to reduce the Material Authorization needed.

For Extended Material Authorization, complete the appropriate form (*Addendum C*) and submit for approval to your FNG buyer.

3. Just-In-Time (J.I.T.) Delivery

All production material/service requirements will be against a Blanket Purchase Order, which will be forwarded to the Supplier by the FNG Purchasing Department.

As a supplier to FNG, it is imperative that you are aware of our delivery expectations. FNG focuses on reducing inventory levels. We fully expect our suppliers to deliver 100% on time to our ship schedules.

The purpose of JIT delivery is to improve the overall productivity and quality of parts, for both supplier and customer, through the elimination of waste. It is expected that all suppliers will provide JIT delivery to FNG:

- According to material releases
- Local warehousing may be required if you are a supplier located outside of the local delivery area in order to support JIT deliveries.

If there are problems anticipated with meeting Purchase Order Release requirements, communication must take place with the FNG Materials department. In the case of a production stoppage due to a Supplier non-conformance to the Purchase Order Releases, the FNG will debit the Supplier’s account with all costs incurred, including cost incurred at FNG’s customer location. FNG is not responsible for any inventory at the supplier’s location beyond the authorized levels indicated on the Purchase Order Releases.
4. Missed Shipments

FNG expects all their suppliers to expedite all missed shipments the same day at the supplier’s expense. All missed shipments will be documented and will be reflected in the quarterly Supplier Performance Rating.

5. Safety Stock & Change Responsiveness

Fluctuations in demands have become commonplace in the automotive industry. FNG expects that an increase or decrease in demand of up to 15% be supported at all times. Suppliers to FNG are required to carry sufficient inventory of product to protect FNG and their Customers from shortage situations. Suppliers should establish the minimum inventory required as protection and be prepared to provide this information to FNG upon request.

In order to prevent missed deliveries to FNG, suppliers must ensure they have the capability to maintain a continuous flow of material despite potential interruptions involving:

- □ Labor disruptions
- □ Equipment failures
- □ Tool transfers
- □ Material shortages
- □ Capacity shortfalls

Maintaining a base amount of safety stock will be required of all FNG suppliers. The amount of safety stock will depend on many factors, such as; geographic proximity and manufacturing processing time, but will typically amount to one week’s supply, or more in the case of a new product/program launch. Overseas supplier safety stock requirements will be determined on an individual basis.

Short shipments will require a supplier action plan and will result in delivery performance penalties.

6. Supplier Bank Build Requirements

Suppliers may be required to build banks for engineering changes, moving of equipment, etc. A bank is required when there is a physical movement of tooling. The supplier must supply a Bank Build Plan and submit to the FNG Engineering Manager for approval. This plan must be updated and submitted to FNG as requested. The bank build will not be considered complete until a sign off by the FNG Management team and is required prior to any changes or moves. The supplier will be required to provide updates to the Bank Build Plan as directed through final consumption of bank.

7. Packaging/Labeling (See Addendum D)

A. Labeling

All material shipped by the Supplier shall be identified with a label that will ensure product identification and traceability throughout all stages of production. All cartons/containers/racks shall be identified. Labeling should adhere to FNG labeling standards. Labeling requirements may be dictated by the product being shipped or the facility that the product is being shipped to.

The identification method shall meet the specifications provided by FNG. A Master Label is required for multiple containers of the same part number on a single pallet. The supplier should ship one part number per skid unless approved otherwise by the Materials Department.
The Supplier should have a process in place for scanning all bar code labels to create shipping documents and the Advance Shipping Notice. Failure to label correctly may result in administrative charges.

B. Packaging

Packaging will be reviewed on an individual basis. FNG must approve packaging specifications in writing prior to shipments.

In general, material designated as hand transfer may not exceed 35 lbs.; one lift cannot weigh more than 2,000 lbs.; maximum height cannot exceed 48 inches per lift.

Steel handling will be reviewed on an individual basis by FNG Plant. O.D. and I.D. requirements detailed in either the Purchase Order or Release must be adhered to.

All wood packaging material (including dunnage) that is imported for FNG into the United States, Canada and Mexico must comply with ISPM #15 (international standards for phytosanitary measures-guidelines for regulating wood packaging material in international trade). It is the supplier's responsibility to conform to the requirements. Proof of this treatment will need to be marked accordingly on the outside of the packaging material. Please visit website: "www.ippc.int". Suppliers that do not comply with this requirement are liable for any and all costs and fines incurred by FNG.

8. Supplier Communication

Suppliers shall be capable of receiving and sending electronic communication with FNG.

Supplier must notify FNG within 24 hours of a production interruption. The nature of the problem shall be communicated to FNG and immediate actions implemented for continued supply of product to FNG.

Supplier shall inform FNG immediately if they receive a Major Nonconformance in a TS 16949 or ISO 9001 Audit which puts them on probation or restricted ship or hold, or if they receive a letter indicating they are in special status.

Suppliers with collective bargaining agreements will be responsible for providing FNG with an Action Plan for potential production interruptions six months prior to negotiations.

Product volume change requests from FNG increasing/decreasing volume by 20% or more over the previously verified volume capability shall require confirmation from supplier management to ensure no interruptions from the supplier to FNG.

9. Contingency Plans

FNG requires suppliers to establish contingency plans to prevent failure of the supplier to deliver product within the terms of the contract / purchase order / release in the event of an emergency such as utility interruptions, labor shortages, key equipment failure, and field returns. FNG reserves the right to review the supplier’s contingency plan.

If FNG and/or its customer’s production is interrupted by the failure of the supplier to deliver scheduled product within agreed to terms, all costs and/or penalties that are incurred by FNG and/or our customers will be the sole responsibility of the supplier.
SUPPLIER PERFORMANCE AND DEVELOPMENT

1. Review Frequency

Performance shall be monitored on a pre-determined frequency and feedback as required per FNG procedures. The reviews may consist of but not limited to:

a. PPM*
b. Delivery
c. Communication
d. Response Time
e. Documentation requirements met
f. PPAP Timeliness
g. Corrective Action –
   □ Containment response and effectiveness
   □ Response Time for planned and implemented action
   □ Effectiveness of Containment and corrective action taken
   □ Effectiveness of verification of action(s) taken

During the Sourcing and Quoting process for further potential business, supplier Performance Ratings shall be considered as part of the review. (See Addendum E for FNG Supplier Evaluation Form as an example of a tool that can be used to initially review and ongoing monitoring of suppliers.)

2. Parts Per Million Rating

One of the measurements of Quality Performance of suppliers is defective Parts Per Million (PPM). The expectation for supplier performance is 0 PPM (zero defects).

Product received into FNG facilities that does not conform to the drawing, specifications and/or agreed upon standards will be counted against a supplier's PPM record.

Quantities will be reported in the units of measure in which they are purchased. This applies to production parts / saleable units.

The following are PPM assignable:

□ Production Parts which do not meet drawing specifications or dimensional, functional, or appearance standards as called out in the specifications or from an agreed-upon boundary sample.

□ Out-of-spec parts that require rework/repair in order to be used.

□ Production Parts damaged from inadequate packaging or transportation for which the supplier is responsible.

□ In cases where the supplier may be shipping prior to PPAP with an approved customer deviation, any defects outside of the boundaries defined by the deviation.
□ Out-of-spec parts shipped prior to PPAP approval without an approved customer deviation.

□ Shipments that are received with mixed parts or parts that are the wrong revision level after the break point has been established. PPM is assigned for the quantity of incorrect parts only.

□ Shipments that are received with mislabeled containers are considered PPM assignable. The reject quantity shall reflect the total number of containers with incorrect labels. In cases where each individual part requires identification, the total number of incorrectly labeled parts will be counted toward PPM. If mislabeled products are used incorrectly in production operations, the total number of incorrect assemblies will be counted against the supplier’s reject quantity.

3. Supplier Development

Supplier Development personnel and/or Plant Quality Managers, or designee has primary responsibility for obtaining corrective actions for quality and Plant Materials Manager’s, or designee has responsibility for corrective actions due to delivery issues from suppliers. Purchasing and/or Supplier Development may become involved when suppliers are not responsive to requests from FNG plants for corrective actions and/or overall poor performance from a supplier due to quality and delivery issues.

A. Purchasing will make the final determination (i.e., first or one time occurrence, competitiveness in the market place, etc.) to place a supplier on probation, de-source, and/or to continue to monitor suppliers with performance issues.

B. Supplier Development may conduct onsite supplier development, which may include, but not limited to, verification of correction action, supplier process audit, conducting PSO’s and improvement activities.

C. Suppliers are expected at a minimum of every three years to submit a current contact list to validate existing contacts. In addition, any time changes are made to the organization, must be updated immediately and forwarded to their respective FNG plants. Failure to comply with this requirement may impact your overall score for FNG.
# Addendum A (Example)

## Flex-N-Gate Check Fixture Standard

### Check Fixture Design and Build Approval Checklist

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESIGN</th>
<th>BUILD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Accept</td>
<td>Reject</td>
</tr>
</tbody>
</table>

**GENERAL INFORMATION**

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Supplier</th>
<th>Program M.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Part Name</th>
<th>Address</th>
<th>Phone Numb</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Program</th>
<th>Phone Numb</th>
<th>Mfg Plant</th>
</tr>
</thead>
<tbody>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>Part Rev</th>
<th>Customer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<th>Quality Engin.</th>
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<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

| Flex - N - Gate Check Fixture Standard Attachment |

<table>
<thead>
<tr>
<th>ITEM</th>
<th>CHECKLIST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Fixture built using approved materials per Check Fixture Standard and RFQ</td>
</tr>
<tr>
<td>2.</td>
<td>Fixture at current part revision level</td>
</tr>
<tr>
<td>3.</td>
<td>Part orientation complies with RFQ</td>
</tr>
<tr>
<td>4.</td>
<td>All datum present and properly identified</td>
</tr>
<tr>
<td>5.</td>
<td>All checks present and properly identified</td>
</tr>
<tr>
<td>6.</td>
<td>Fixture base, type, certified, scaled body lines, weight stamped</td>
</tr>
<tr>
<td>7.</td>
<td>Provision made for handling (cart part number identified)</td>
</tr>
<tr>
<td>8.</td>
<td>Alignment features, type, stamped</td>
</tr>
<tr>
<td>9.</td>
<td>Datum locating pins and net pads, size, shape, quantity, location, stamped, attached, proper function</td>
</tr>
<tr>
<td>10.</td>
<td>Clamp pivot point in line with clamp surface</td>
</tr>
<tr>
<td>11.</td>
<td>Clamp sequence identified</td>
</tr>
<tr>
<td>12.</td>
<td>Form checks, properly identified, correct tolerance, stamped</td>
</tr>
<tr>
<td>13.</td>
<td>Adequate clearance provided for component, or assembly, load and unload</td>
</tr>
<tr>
<td>14.</td>
<td>Swing details, proper and safe function, adequate clearance, within perimeter of base in open position</td>
</tr>
<tr>
<td>15.</td>
<td>Removable details, properly identified, proper and safe function, storage</td>
</tr>
<tr>
<td>16.</td>
<td>Trim line checks, properly identified, correct tolerance, stamped, flash block</td>
</tr>
<tr>
<td>17.</td>
<td>Steel details, protected from corrosion, black coated</td>
</tr>
<tr>
<td>18.</td>
<td>Go/no go pins, size, stamped, attached, slot width and length checked with separate pins</td>
</tr>
<tr>
<td>19.</td>
<td>Hole, slot and fastener check pins, size, stamped, attached, proper function, orientation</td>
</tr>
<tr>
<td>20.</td>
<td>Hole sight checks, minimum and maximum pins, crossed</td>
</tr>
<tr>
<td>21.</td>
<td>Go/no go feeler pins, size, stamped, attached</td>
</tr>
<tr>
<td>22.</td>
<td>Data ports, properly identified, quantity, location, proper and safe function, adequate clearance</td>
</tr>
<tr>
<td>23.</td>
<td>Digital indicators, type, certificate of calibration, storage, master block, required, calibration tools</td>
</tr>
<tr>
<td>24.</td>
<td>Part identification, ownership, part level tag, properly identified, attached</td>
</tr>
<tr>
<td>25.</td>
<td>Operator instructions, properly identified, attached</td>
</tr>
<tr>
<td>26.</td>
<td>Builder and 3rd party certification sticker, properly identified, attached</td>
</tr>
<tr>
<td>27.</td>
<td>Certification documentation provided and within FG Check Fixture Standard tolerance (datum net surfaces and locator pins, feeler surfaces, template, trim line, go/no go pins, check pins, sight checks and data ports)</td>
</tr>
</tbody>
</table>
ADDENDUM B

COST RECOVERY

When a quality problem is reported and is agreed to be the fault of the supplier there will be a charge of:

- United States $40.00 US
- Canada $40.00 CF
- Mexico $12.50 US
- Spain Will vary by occurrence

Man-hours used for sorting/rework if deemed necessary to meet production requirements will be charged at rate of listed above per hr. or negotiated cost. This charge will also apply if supplier sort “non-conforming product” at the Flex-N-Gate facility (if feasible).

Down time caused by supplier quality or delivery problems will be charged back to the supplier at negotiated cost.

All parts will be charged back at cost for returns or scrap. Freight is the responsibility of the suppliers for returns.

A standard three hour charge for administrative handling will be charged at the rates referenced above for each defective material notice issued.

Other costs associated with the impact of a quality or delivery problem may also be charged back to the supplier. This cost may include but are not limited to:

- Travel expenses to the Customer or Supplier
- Customer charges to a Flex-N-Gate Facility
- Laboratory, testing or layout
- Premium freight

This does not eliminate supplier’s responsibility as stated in the Terms and Conditions.
ADDENDUM C

#PUR016

THE FOLLOWING INFORMATION IS REQUIRED FROM A SUPPLIER REQUEST
MATERIAL AUTHORIZATION THAT EXCEEDS THE STANDARD PROVIDED

Material Authorization / lead time
Request Justification

Part number (s) Part Description Model Year

(Attach list of applicable for a group of parts)

Supplier Code Supplier Name
Supplier Contact Name Phone Number

Requested RAW: _______ Weeks Requested FAB: _______ Weeks Requested LEAD TIME: _______ days

Definitions (See below for additional detailed definitions)
Raw Material = Material and/or purchased components received by a supplier before any additional value is added by that supplier.
Fab Material = Material to which a supplier has performed a service, altered or added any value.
Lead Time = The number of days that it takes for a supplier to respond to a significant increase in requirements and maintain that increase within their stated tool capacity.

Previous RAW, FAB and Lead Time:

<table>
<thead>
<tr>
<th>Raw</th>
<th>FAB</th>
<th>Lead Time</th>
<th>Part Number</th>
<th>Model Year</th>
</tr>
</thead>
</table>

Justification and manufacturing process description with measurements (in days) from receipt of release until availability of the part. (Attach additional sheets if necessary)

Lead time / Authorization Continuous Improvement Plan

Date of Completion New Authorization New Lead Time

1. 
2. 
3. 

Buyer Section

The following inform is required from the buyer.

P.O. Number(s) Buyer Name Phone Number:

Buyer Comments (optional):

Approval Authority

Buyer Purchasing Mgr. Director

Copy approvals to affected Ventra Plant Material Planners for required systems updates.
ADDENDUM D – LABEL REQUIREMENTS STANDARD (EXAMPLE)

BARCODE SYMBOLOGY
All barcodes are to be:

1) AIAG STANDARD CODE 128 – 9.8 mils or higher is preferred.

2) DATA IDENTIFIERS – As noted below, these must be included as a prefix in the barcode and must appear within the human readable portion.

3) QUIET ZONE – Must be maintained at the beginning and ending of each barcode segment.

4) CHECK DIGITS – Do Not Use

5) REFLECTIVITY AND CONTRAST – Must meet reflectivity and contrast requirements specified in AIAG B-10, at all electromagnetic wave lengths from 8633 to 8900 nanometers.

MANDATORY SEGMENTS
All segments (human readable and barcode) are required unless stated differently in the example below.

SUPPLIER NUMBER
Your number will be communicated to you by the destination plant’s purchasing department. Typically this will be your 9 digit Dun & Bradstreet number.

DATE
Format MM/DD/YYYY can be Manufacturing, Shipment, or Label print date.

PART NUMBER
This will be the FN6 destination plant’s assigned part number. This will be communicated to you on the Purchase Order.

UNIT OF MEASURE
When the Unit of Measure (UOM) is “piece”, notation is not required. Otherwise, note the UOM in the human readable area only. When used, the UOM shall be directly to the right of the human readable quantity and shall be a minimum of 0.2 in high. The unit of measure shall not be bar coded.

PART DESCRIPTION
Non-Stand Label only - No Title necessary - Description of Part not to exceed 50 chars.

FIELD TYPES
As noted below

SERIAL NUMBER
The serial number shall be a unique ascending sequential number assigned when the label is printed. The maximum length of the serial number shall be 12 digits. The serial number must not be repeated within two years.

HEAT TREAT NUMBER
Heat Treat Number or Master Coil Number – Direction given by local destination plant’s purchasing department.

LABEL LOCATION
Unless otherwise directed by the destination plant’s purchasing department, two labels must be affixed to each container - one, on the top right hand corner of the front of the container, and one on the top left corner on the adjacent right side. The entire label must be unobstructed so the barcode areas can be scanned.

LABEL PROTECTION
Label protection against moisture, weathering, abrasion, etc. may be required and is encouraged whenever practical. Clear plastic pouches are one example of possible protection methods. In choosing any protection method, care must be taken to assure that the labels will still meet reflectivity and contrast requirements as outlined above and can be scanned.

LABEL PURPOSE/USE: Customer Segment of an AIAG Label to be used on a single container holding one or more parts with a single part number.
<table>
<thead>
<tr>
<th>Supplier Name:</th>
<th>Supplier Location:</th>
</tr>
</thead>
</table>

**1) DELIVERY**

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>100% on time delivery (attach delivery performance record)</td>
</tr>
<tr>
<td>25</td>
<td>Corrective action plan submitted and in process - subtract 15 from (a)</td>
</tr>
</tbody>
</table>

- **(c) Delivery Concern(s) Issued =**
  - (-2) points per issue |
  - or (-5) points per repeat issue |

- **(b) FNG and supplier premium freight record updated** |
  - 5 Possible Points |

**2) QUALITY / ENVIRONMENTAL**

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>TS 16949 or ISO 9001 Certified</td>
</tr>
<tr>
<td>15</td>
<td>Audit to ISO requirements completed &amp; Action plan in process = 10</td>
</tr>
<tr>
<td>15</td>
<td>8D or General Responsiveness</td>
</tr>
</tbody>
</table>

- **(e) Supplier Quality Concern(s) Issued =**
  - (-2) points per issue |
  - or (-5) points per repeat issue |

- **(d) Supports / adheres to Flex-N-Gate Environmental policy** |
  - 5 Possible Points |

**3) COMMUNICATION**

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>EDI Capable</td>
</tr>
<tr>
<td>5</td>
<td>Corrective action plan submitted and in process = subtract 5 points</td>
</tr>
</tbody>
</table>

- **(b) 1st/2nd/3rd Shift & Emergency contacts verified** |
  - 5 Possible Points |

**4) DOCUMENTATION**

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Shipping papers and/or Certifications correct and complete</td>
</tr>
<tr>
<td>10</td>
<td>Supply Chain Security Acknowledgements and/or Highway Carriers - Supply Chain Security Acknowledgements - accurate and complete</td>
</tr>
<tr>
<td>10</td>
<td>Special Process Assessment complete; i.e., CQI-9,11,12, etc. (as applicable)</td>
</tr>
</tbody>
</table>

- **(e) Special Process Assessment complete; i.e., CQI-9,11,12, etc. (as applicable)** |
  - 10 Possible Points |

**TOTAL SCORE**

| Points | 0 |

**SUMMARY**

- Recommended for continued business (≥ 85 pts). Maintain on approved supplier list.
- Requires corrective action and/or improvements to be considered for continued business (70-84 pts)
- **Remove from approved supplier list (≤69 pts)**
- **N/A for FNG Plants, or customer directed**

**APPROVED**

<table>
<thead>
<tr>
<th>Buyer/ Materials Manager</th>
<th>Date</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Quality Manager / Engineer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ADDENDUM F - ESCALATION PROCESS FOR SUPPLIERS

FNG escalation process for repeated receipted of non-conforming material is initiated through the SQCN (See Addendum G for SQCN). Any incident of non-conforming product is a serious matter to FNG. A supplier failing to insulate a FNG facility from repeated non-conforming product or services will be subject to the escalation process, up to and including resourcing. Based upon the severity of the non-conformance, historical data, and/or discretion of FNG management, the escalation process may be accelerated at any time. FNG reserves the right to inform the supplier’s ISO/TS registrar if problems are not resolved in a timely manner.

A. Escalation Steps

1. **Step One: SQCN**  
   Supplier receives a Supplier Quality Concern Notification from the FNG Facility. (See Addendum G for SQCN)

2. **Step Two: Level One Containment**  
   Supplier implements 100% off line inspection. The FNG plant quality will initiate the Level One process by a phone call and will confirm by emailing a Level One letter to the Supplier’s President and copying the Plant Manager and Quality Manager. The letter will specify the non-conformance, required actions and exit criteria. The supplier shall complete the Containment Confirmation reply and email back to the FNG plant within 24 hours. (See Addendum H CS1 Letter)

3. **Step Three: Level Two Containment**  
   FNG considers Level Two containment a serious breach in the supplier’s quality management system. Level Two containment may be imposed to mitigate the risk of receipt of further non-conforming material. Supplier contracts a third party for 100% certification in addition in the Level One containment. The FNG plant quality will initiate the Level Two process by a phone call and will confirm by emailing a Level Two letter to the Supplier’s President and copying the Plant Manager and Quality Manager. The letter will specify the non-compliance, required actions and exit criteria. The Supplier will be required to complete the Containment Certification reply and email back to the FNG plant and Corporate FNG Purchasing /Supplier Quality within 24 hours. The supplier will assume all costs for Level Two containment. (See Addendum I for CS2 Letter)

   a. Exit Letter (see Addendum J). Supplier may not exit from CS1 or CS2 without a written approval from the FNG Facility. (Refer to Addendum I for both CS1 and CS2)

4. **Step Four: Senior Management Review**  
   Based upon performance history of chronic systemic problems, repeat problems, or severity of issues, the FNG Plant may request a Senior Management Review with the supplier. The location of the meeting will be determined by the FNG plant and FNG corporate Purchasing/Supplier Quality will be advised of the meeting. The supplier shall provide an Action plan with a mutual agreeable timeline for resolution. Subsequent meetings may be scheduled as necessary to verify closure to all issues as noted on the action plan.

   The FNG plant may request an on-site audit of the supplier. The goal of the audit is to confirm both the effective implementation of corrective actions and evidence of systemic improvement. The FNG plant may request the assistance of Corporate FNG Purchasing
/Supplier Quality to perform an on-site review of the supplier’s Quality Management system and provides findings. The supplier is required to address all non-conformances reported using an Action Plan with a timeline for corrective action and implementation.

5. **Step Five: Resourcing**
   If steps one through four in the escalation process are not sufficient to insulate FNG from receiving non-conforming product, the FNG plant may request from FNG Corporate Purchasing that the product be resourced. A probationary period may be granted to a supplier to give them time to correct any problem areas. This will be at the discretion of the Purchasing/Supplier Quality departments of the plant and FNG Corporate, and will be based upon reasonable and prudent business factors such as tenure of the supplier, cost or expense of changing suppliers, tooling ownership (if any) and overall past relationships with the particular supplier. In the case of a “customer directed buy”, a request to resource will be made to the appropriate OEM.
## ADDENDUM G - SQCN EXAMPLE

### Supplier Quality Concern Notification

<table>
<thead>
<tr>
<th>Requesting Facility:</th>
<th>SQCN #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requestor:</td>
<td></td>
</tr>
<tr>
<td>Requestor email address:</td>
<td>Due Date:</td>
</tr>
<tr>
<td>Requestor Phone No.:</td>
<td>Issue Date:</td>
</tr>
<tr>
<td></td>
<td>Issued By:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Supplier Name:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Phone:</td>
</tr>
<tr>
<td>RMA #:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Part Number:</th>
<th>Job Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quantity Contained:</td>
<td>Lot Number(s):</td>
</tr>
<tr>
<td>Reject Tag Number(s):</td>
<td>Heat Number(s):</td>
</tr>
<tr>
<td>Quote Hours (if applicable):</td>
<td>Coil Number(s):</td>
</tr>
</tbody>
</table>

*Initial Short Term Containment Response required within 24 hours of SQCN Receipt (working days only).*

**Concern Description:**

---

**Sketch/ Picture**

---

### Required Action

- [ ] Scrap
- [ ] Rework
- [ ] Replace
- [ ] Certify
- [ ] Sort 100%
- [ ] Return
- [ ] Visit
- [ ] Corrective Action

**Corrective Action Required:**

An 8D corrective action must be submitted with the initial response within 24 hours and submit an approved corrective action plan (i.e., 8D, 7-step, 5 phase, etc) within 10 days. Any deviation from this requirement must be agreed to by the Flex-N-Gate Quality Dept. The completed corrective action must be implemented and verified that action taken was effective. Failure to comply with these requirements may result in additional charges incurred for loss of product, downtime, and/or sorting.

**Comments:**

---

**Distribution:**

- [ ] Supplier
- [ ] Purchasing/Materials
- [ ] Area Leader

---

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ADDENDUM H – CS1 LETTER

Date
Name
President/CEO
Supplier Contact Name
Pres/CEO’s Corp Address (Street)
Pres/CEO’s Corp Address (City, ST ZIP)

Subject: Entry into Controlled Shipping-Level 1

Dear Mr. /Mrs./Ms. (last name only):

Flex-n-gate/ Ventra has determined that current controls by your organization are not sufficient to insulate the Initiating FNG Plant(s) from the receipt of nonconforming parts/material produced by your facility. This letter is formal notification and confirms discussions held with Supplier Contact Name, (title), on (date), that effective (date) your (mg location City, State, Country) facility has been placed in Controlled Shipping-Level 1 for the nonconformances detailed below:

<table>
<thead>
<tr>
<th>Part Number</th>
<th>(List all affected part numbers)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part Name</td>
<td>(List all affected part names)</td>
</tr>
<tr>
<td>Non-conformance(s)</td>
<td>(List defects as noted on the exit request and entry letter)</td>
</tr>
<tr>
<td>PRR Number</td>
<td>(List all current and recent PRR’s related to the non-conformity)</td>
</tr>
<tr>
<td>Other Special Instructions</td>
<td>None Required (Modify if there are any other specific or special instructions)</td>
</tr>
</tbody>
</table>

Supplier must adhere to the FNG Procedure for Level 1 Containment (CS1). A return email of the “Controlled Shipping Confirmation Reply” as noted on page two of this letter is required within 24 hours to FNG Quality Manager at initiating plant. Supplier must forward Controlled Shipping Level 1 documentation daily to the FNG Quality Manager. Twenty (20) production days after implementation and verification of irreversible corrective action with no rejections as noted on the daily 1 chart, the supplier may petition in writing to be removed from Controlled Shipping Level 1. The petition must include supporting documentation for removal as noted in the exit criteria of CS1 and should be sent to the FNG/ Plant Quality Manager. Supplier may cease containment operations after written authorization is received from FNG Quality Manager.

Note: Failure to comply with this process, or the inability to implement a successful action plan or containment activity, may result in the implementation of Controlled Shipping Level-2. Reference FNG Supplier Quality Manual for the Escalation Process for Suppliers of Non-conforming material as noted in FNG/Ventra Supplier Quality Manual.

If you have any questions contact: (Name, Phone number and email address of Plant Quality Manager) who will be monitoring and defining your Controlled Shipping activities.

Sincerely,

(Name)
FNG Plant Manager

Copies:
Supplier: Plant Manager, Quality Manager
FNG Plant: Plant Manager, Quality Manager
FNG Corp Purchasing/Supplier Quality
(List courtesy copies as appropriate.)

Sincerely,

(Name)
FNG Quality Manager

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CONTROLLED SHIPPING-LEVEL 1 CONFIRMATION REPLY

TO:
FNG Plant Quality Manager
FNG Plant
Street Address
City, State, Zip
E-Mail:

FROM:
Supplier Co Name
Supplier Code
Manuf’g Address (Street)
Manuf’g Address (City, ST ZIP Code)

We acknowledge receipt of your letter dated, (insert date), advising us that our above facility has been placed in Controlled Shipping - Level 1.

[double click on box to check] / [single click on blue or red area & type]

☐ We understand the CS1 containment process requirements.
☐ We do not fully understand the containment process requirements.
    Please contact: Name of Contact at phone#: Telephone number

The following is a description of how conforming parts and shipments will be identified to indicate that they have been certified as conforming to requirements.

The containment activity will be performed at the following location:

The person responsible for the containment activity:
Name:
Title:
24 Hour Phone: E-mail:

(Signature of person responsible for containment) (Date)

The following is a description of how the conforming parts and shipments will be identified to indicate 100% certified to requirements.

The FNG/Ventra Part number and specific non-conformance(s):

Part Number:
Non-conformance:
Inspection Method to assure conformance:
Individual part identification:
Container identification:
Date “Clean Point” established:
The containment activity will be performed at the following location:
ADDENDUM I – CS2 LETTER

Date
Name
President/CEO
Supplier Co Name
Pres/CEO’s Corp Address (Street)
Pres/CEO’s Corp Address (City, ST ZIP)

Subject: Entry into Controlled Shipping Level 2

Dear Mr. /Mrs./Ms. [last name only]:

Flex-n-gate/ Ventra has determined that current controls by your organization are not sufficient to insulate the [Initiating FNG Plants] from the receipt of nonconforming parts/material produced by your facility. This letter is formal notification and confirms discussions held with Supplier Contact Name, [title], on [date], that effective [date] your [mfg location City, State, Country] facility has been placed in Controlled Shipping Level 2 for the nonconformances detailed below:

<table>
<thead>
<tr>
<th>Part Number</th>
<th>(List all affected part numbers)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part Name</td>
<td>(List all affected part names)</td>
</tr>
<tr>
<td>Non-conformance(s)</td>
<td>(List defects as noted on the exit request and entry letter)</td>
</tr>
<tr>
<td>PRR Number</td>
<td>(List current and recent PRR’s related to the non-conformity)</td>
</tr>
<tr>
<td>Other Special Instructions</td>
<td>None Required (Modify if there are any other specific or special instructions)</td>
</tr>
</tbody>
</table>

Supplier must adhere to the FNG Procedure for Level 2 Containment (CS2). A return email of the “Controlled Shipping Confirmation Reply” as noted on page two of this letter is required within 24 hours to FNG Quality Manager at initiating plant. Supplier must forward Controlled Shipping Level 2 documentation daily to the FNG Quality Manager. Twenty (20) production days after implementation and verification of irreversible corrective action with no rejections as noted on the daily I charts, the supplier may petition in writing to be removed from Controlled Shipping Level 2. The petition must include supporting documentation for removal as noted in the exit criteria of CS2 and should be sent to the FNG/Ventra Plant Quality Manager. Supplier may cease containment operations after written authorization is received from FNG/Ventra Quality Manager.

Note: Suppliers failing to comply with this process, or the inability to implement a successful action plan or containment activity, may be subject to the Escalation Process for Suppliers of Non-conforming material as detailed in the FNG Supplier Quality Manual.

If you have any questions contact: [Name, Phone number and email address of Plant Quality Manager] who will be monitoring and defining your Controlled Shipping activities.

Sincerely,

(Name)
FNG/Ventra Plant Manager

Sincerely,

(Name)
FNG/Ventra Quality Manager

Copies:
Supplier: Plant Manager, Quality Manager
FNG/Ventra Plant: Plant Manager, Quality Manager
FNG/Ventra Corp Purchasing/Supplier Quality
(List courtesy copies as appropriate)
ADDENDUM I – CS2 LETTER

CONTROLLED SHIPPING-LEVEL 2 CONFIRMATION REPLY

TO:
FNG/Ventra Plant Quality Manager
FNG/Ventra Plant
Street Address
City, State, Zip
E-Mail:

FROM:
Supplier Co Name
Supplier Code
Manuf’g Address (Street)
Manuf’g Address (City, ST ZIP Code)

We acknowledge receipt of your letter dated, (insert date), advising us that our above facility has been placed in Controlled Shipping - Level 2.

(double click on box to check) (single click on blue area & type)

☐ We understand the CS2 containment process requirements:
  The Purchase Order # (mandatory) PO# or other terms of agreement: verbal, blanket PO dated: PO date.
  Provider Contact Name _type name_ e-mail address: _type e-mail

☐ We do not fully understand the containment process requirements.
  Please contact: ___ Name of Contact___ at phone: ___(Telephone number)___

The following is a description of how conforming parts and shipments will be identified to indicate that they have been certified as conforming to requirements.

| The containment activity will be performed at the following location:

The person responsible for the containment activity:
Name:
24 Hour Phone:
E-Mail:

(Signature of person responsible for containment) (Date)

The following is a description of how the conforming parts and shipments will be identified to indicate 100% certified to requirements.

The FNG/Ventra Part number and specific non-conformance(s):

Part Number:
Non-conformance:
Inspection Method to assure conformance:
Individual part identification:
Container identification:
Date “Clean Point” established:
The containment activity will be performed at the following location:

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ADDENDUM J – EXIT LETTER

(date)
Name
President/CEO
Supplier Co Name
Pres/CEO’s Corp Address (Street)
Pres/CEO’s Corp Address (City, ST – ZIP)

Subject: Controlled Shipping Status Removal OR Record Deletion

Dear Mr./Mrs./Ms. (last name only):
This letter, dated, (date), is to inform you of the latest Controlled Shipping status for the issues and part number(s) and part name(s) as listed below and produced at your (manuf’g location City, ST) facility.

<table>
<thead>
<tr>
<th>Part Number</th>
<th>(List all affected part numbers)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part Name</td>
<td>(List all affected part names)</td>
</tr>
<tr>
<td>Non-conformance(s)</td>
<td>(List defects as noted on the PRR)</td>
</tr>
</tbody>
</table>

No Providers Recommended
☐ SQE has not recommended or required the use of any specified provider from FNG’s approved provider list.

Other Special Instructions
None Required (Modify if there are any other specific or special instructions)

☐ Your facility has met all Exit criteria to be removed from both Controlled Shipping-Level 2 and Controlled Shipping-Level 1.
☐ Your facility has met all Exit criteria to be removed from Controlled Shipping-Level 1.
☐ Your facility has met the Exit criteria to be removed from the Controlled Shipping-Level 2.
☐ All Controlled Shipping requirements have been cancelled. All Controlled Shipping records specific to this issue will be deleted immediately from the FNG/Ventra Supplier Rating system.

Sincerely,

(Name)
FNG/Ventra Plant Manager

(Name)
FNG/Ventra Quality Manager

Copies:
Supplier: Plant Manager, Quality Manager
FNG Plant: Plant Manager, Quality Manager, Purchasing
FNG Corporate Purchasing/Supplier Quality
(List courtesy copies as appropriate)

Sincerely,

(Name)
FNG/Ventra Plant Manager

(Name)
FNG/Ventra Quality Manager
Addendum K – Corrective Action Form Example

5 Step Action Request

- Corrective Action
- Preventive Action

Location:

Dept/Area: 
CAR#: 
Esc#: 
Process: 
Date: 
Job#: 

Standard Clause reviewed for integrity:
(Control Plan, FMEA, or document used for reference of system...how is it supposed to be)

Observed Actual Condition: List the evidence that supports your finding: Record the specific document, record, etc. that details exactly what you found to be not in compliance.

Finding is classified as: (Only applicable to Internal Audits)
- Major non-conformance (complete failure or lack of system compliance)
- Minor non-conformance (single occurrence or system lapse)
- Opportunity for improvement (Process is acceptable; improvements under review)

CAR Assigned to: 
Auditor: 
Due Date: 
Initiator: 

**Mgt. Representative or Manager:** 
(signature)

Auditor/Initiator: 
*Mgr. Rep. required for internal audits

Root Cause:

Corrective Action(s): PLANNED ACTION to correct the item observed and to prevent recurrence.

Please use a separate report if enough space is not provided.

Actions taken to correct the issue observed and to PREVENT recurrence.

Date Closed: 
Approved By: 

Actions Impact (as applicable): Evidence attached as applicable:

- a. Similar products/processes affected? Yes No 
- b. FMEA and/or Control Plan updated? Yes No 
- c. Work Instructions updated? Yes No 
- d. Quality Alert Posted? Yes No 
- e. Return product analysis required? Yes No 
- f. Inspection instructions revision required? Yes No 
- g. Procedural/system documentation update? Yes No 
- h. Training conducted? Yes No

Corrective Action(s) Verification: Detail records/evidence reviewed that corrective actions taken are effectively implemented. (i.e., programs, part numbers, etc.). Sampling minimum should consist of [3] or more and include similar or impacted processes/products.

- Accepted (include evidence) 
- Tentative (after further evaluation) 
- Rejected

Auditor/Initiator: 
Date:

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**ADDENDUM L – SUPPLIER CHANGE NOTICE REQUEST EXAMPLE**

### Supplier Change Request

This approved form must accompany your PFAP submission.

<table>
<thead>
<tr>
<th>Supplier Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplier Name</td>
<td></td>
</tr>
<tr>
<td>Supplier Number</td>
<td></td>
</tr>
<tr>
<td>Supplier Contact Name</td>
<td></td>
</tr>
<tr>
<td>Supplier Contact Phone #</td>
<td></td>
</tr>
<tr>
<td>Supplier Contact Email</td>
<td></td>
</tr>
</tbody>
</table>

**Date of Request**

**FNG Purchasing Contact**

<table>
<thead>
<tr>
<th>Date of Proposed FUTURE Change</th>
<th></th>
</tr>
</thead>
</table>

**Description of Change**

(Please describe in detail the nature of the change)

<table>
<thead>
<tr>
<th>Customer Information:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please list additional part numbers on a separate sheet if necessary)</td>
<td></td>
</tr>
</tbody>
</table>

**Customer Part Number(s) Affected**

<table>
<thead>
<tr>
<th>Customer Location(s) Affected (city, state)</th>
<th></th>
</tr>
</thead>
</table>

**Type of Change**

(Note: You are required to notify and receive approval from FNG for any of these types.)

1. Change to construction, material or component (L3)
2. New, additional or modified tools (L3)
3. Upgrade or rearrangement of existing tools (L2)
4. Tooling, production or equipment transferred to different site (L3)
5. Change of supplier or non-equivalent materials/services (L3)
6. Product when tooling has been inactive for 12 months (L2)
7. Product/process changes on components of the product (L4)
8. Change in test or inspection method (L4)
9. Bulk Material: New source of raw material (L2)
10. Change in product appearance attributes (L2)
11. Change in production process or method (L4)
12. Change of Sub Supplier or material source (L3)

**Reference:** Section 3 Table 3.1 on Page 13 of AIAG PPAP 4th edition (May 2006)

**ALL Information Below is to be filled out by Flex-n-Gate**

**FNG Requirements (Plant Quality, Supplier Quality and Purchasing)**

**Purchasing**

- Timed Plan Received: Yes [ ] No [ ]
- Date SCR Received: ______

**Quality or Supplier Quality**

- PPAP Required: Yes [ ] No [ ]
- Level: ______
- Due Date: ______

**Additional Requirements**

|  |
|  |

**Approval Signatures**

<table>
<thead>
<tr>
<th>Purchasing Representative</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Representative</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Quality Representative</td>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

Mandatory Distribution: Plant Operations, Plant Quality, Purchasing, Supplier Quality and Engineering

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