TPV’S SUPPLIER QUALITY MANUAL

April 2017
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In the »TPV's Supplier Quality Manual« definitions from »TPV's General Terms and Conditions of Purchase« and down mentioned explanations are used:

<table>
<thead>
<tr>
<th>Products and Services</th>
<th>Material (raw material), C-elements, Complex elements, Completion Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material (raw material)</td>
<td>Metal sheets, Tubes, Wires.</td>
</tr>
<tr>
<td>Sheet metal</td>
<td>Including, but not limited to, Metal Sheets in coils and blanks of different dimensions (based on norm: hot rolled, cold rolled, galvanized, multi-phase, stainless and aluminium).</td>
</tr>
<tr>
<td>Tubes</td>
<td>Including, but not limited to, stainless and steel tube, Circular, rectangular, square and oval tubes, standard length or cut at requested dimension (based on norm: weldless cold drawn tubes, welded cold drawn tubes, welded cold sized tubes, welded cold sized square and rectangular tubes).</td>
</tr>
<tr>
<td>Wires</td>
<td>Including, but not limited to, wires in coils and rods, galvanized wires, welding wires in drums and coils.</td>
</tr>
<tr>
<td>C-elements</td>
<td>Standard and Nonstandard C-elements. Including, but not limited to, welding elements, self clinching fasteners, rivet elements, slide bearings, ball bearings, washers, spacers, clips, springs, rubbers, plugs, axles, mirrors, covers, composite parts of sealing sets.</td>
</tr>
<tr>
<td>Standard C-elements</td>
<td>C-elements based on DIN EN norms or standards of Buyer’s Customer or based on catalogue of Supplier. Including, but not limited to, welding elements, self clinching fasteners, rivet elements, slide bearings, ball bearings, washers, spacers, clips, springs, rubbers, plugs, axles, mirrors, covers, composite parts of sealing sets.</td>
</tr>
<tr>
<td>Nonstandard C-elements</td>
<td>C-elements based on the Buyer’s or Buyer’s Customer drawing. Including, but not limited to, welding elements, self clinching fasteners, rivet elements, slide bearings, ball bearings, washers, spacers, clips, springs, rubbers, plugs, axles, mirrors, covers, composite parts of sealing sets.</td>
</tr>
<tr>
<td>Complex Elements</td>
<td>Products and Services based on the Buyer’s or Buyer’s Customer drawing. Including, but not limited to, stamping parts, bending parts, cast parts, forged parts, plastic parts and complex assembled parts.</td>
</tr>
<tr>
<td>Completion Services</td>
<td>Including, but not limited to, surface protection, surface treatment, metal refinement, plastification, metal treatment, sewing.</td>
</tr>
</tbody>
</table>
1 Preface

The main quality purpose of the Buyer is to meet requirements set by the Buyer’s Customer. All major requirements and expectations set by the Buyer’s Customers make the Buyer fulfill higher quality requests related to Products and Services. As the Buyer’s Product and Service quality to a large extend depends on the quality of Bought-out Parts, we wish to establish and implement long-term partnership with Suppliers and in this way make sure the Suppliers themselves provide for continuous quality improvement.

In order to provide high quality, reliable and competitive Products and Services, we have implemented management of quality system and continuous improvement, which can only be achieved with mutual beneficial relationship between the Customer and the Supplier.

2 Objective of quality management

As our Supplier, you are responsible for quality of Products and Services delivered to the Buyer. The purpose of this Manual is to define the basic Buyer’s requirements to the Supplier in terms of quality and therefore to provide long-term:

- high quality of Products and Services,
- transparent communication,
- creation of conditions allowing for continuous improvement of efficiency and sustainability in the entire supply chain.

In terms of planning and providing the quality, the Buyer gives priority to the preventive approach and principles of continuous improvements. The concept of continuous improvements shall be also implemented by the Suppliers, focussing above all on:

- »0 defect « in terms of quality,
- providing conforming deliveries,
- permanent improvement of Products and Services as well as processes.

Nothing in this Manual shall impair the requirements of legal regulations and customer specific requests, which are binding on both the Buyer and its supply chain.

3 Quality Management system

Implementation of effective quality management system in accordance with ISO 9001 (current version) and developing a quality management system in accordance with IATF 16949 (current version), is prerequisite to establishing a long-term business relationship between the Buyer and Supplier.

Effectiveness of quality management system is demonstrated through:

- continuous and reliable improvements of Products and Services as well as processes,
- quality of Products and Services delivered (PPM, number of claims, cost of claims),
- on-time deliveries,
- successful implementation of corrective action plan,
- efficient communication on all levels,
- meeting the objectives of individual projects (schedule, quality and cost).

4 Quality planning

4.1 APQP

When winning new Products and Services, the Supplier shall meet the APQP requirements or other requirements when so agreed and determined by the Buyer. The Supplier is required to appoint an expert qualified in preparing documents and implementing actions in compliance with the requirements established in the automotive industry (APQP, PPAP, MSA, SPC, FMEA or equivalent methods according to VDA). All related costs shall be included in Products and Services price.

4.2 PPAP

Prior to series production, the supplier shall submit to the Buyer the PPAP file with the contents as described below, depending on the type of Products and Services.

The Buyer shall classify the Products and Services in following groups:

- Material (raw material)
- C-elements
- Complex Elements
- Completion Services

4.2.1 Material (raw material) and Standard C-elements

The Buyer shall request the Supplier to submit the following PPAP elements for Material (raw material) and Standard C-elements (basic PPAP level 2):

- Lists of Requirements, coordinated and signed by the suppliers (List of Requirements for materials and standard bolt and screw material)
- Process synopsis
- Dimension reports (geometry measurement reports, CPK reports for special characteristics)
- Analysis results (certificates for materials)
- Documents relating to the laboratory compliance (ISO 9001, IATF 16949, ISO 17025)
- Control plan
- Sample products
- Part Submission Warrant (PSW)
- Additional documents (packaging regulation)
4.2.2 Nonstandard C-elements and Complex elements

The Buyer shall request the Supplier to submit the following PPAP elements for Nonstandard C-elements and Complex elements (basic PPAP level 3):

- Buyer’s and Buyer’s Customer Drawings
- Lists of Requirements, coordinated and signed by the suppliers (List of Requirements for all bought-out parts)
- Documentation changes
- Process synopsis
- Process FMEA (synthesis)
- Dimension reports (geometry measurement reports, CPK reports for special characteristics)
- Analysis results (certificates for materials, testing reports - IMDS number)
- Measurements systems analysis MSA
- Documents relating to the laboratory compliance (ISO 9001, IATF 16949, ISO 17025)
- Control plan
- Part Submission Warrant (PSW)
- Sample products (PPAP samples)
- List of control devices
- Additional documents (packaging regulation)
- R&R report.

4.2.3 Completion Services

The Buyer shall request the Supplier to submit the following PPAP elements for Completion Services (basic PPAP level 3):

- Drawings (supplier’s drawings and customer’s drawings)
- Lists of Requirements, coordinated and signed by the suppliers (List of Requirements for completion services)
- Documentation changes
- Process synopsis
- Process FMEA
- Dimension reports (geometry measurement reports, CPK reports for special characteristics)
- Analysis results (certificates for materials, testing reports - IMDS number)
- Measurements systems analysis MSA
- Documents relating to the laboratory compliance (ISO 9001, IATF 16949, ISO 17025)
- Control plan
- Part Submission Warrant (PSW)
- Sample products (PPAP samples)
- List of control devices
• Additional documents (packaging regulation).

In the event of special requirements made by the Buyer’s Customer the Buyer may request to submit additional documentation.

4.3 SPC

For the purpose of process control, we use different statistical methods (Statistical Process Control), e.g. sampling, control cards, process capability Ppk, Cpk, capability of measurement testing equipment, etc. Before using any method, the size of the sample shall be defined in accordance with VDA standard or PPAP (latest version).

If not otherwise required, the process capability shall be deemed to be validated to provide appropriate quality in the following cases:

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Sampling</th>
<th>Series production</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td>Ppk ≥2.00</td>
<td>Cpk ≥ 1.67</td>
</tr>
<tr>
<td>Functional (significant)</td>
<td>Ppk ≥1.67</td>
<td>Cpk ≥ 1.33</td>
</tr>
</tbody>
</table>

4.4 FMEA

FMEA - Failure Mode and Effect Analysis is an analytical preventive technique, which identifies potential failures before they occur. It allows to anticipate a failure, reduce costs of failure identification and minimize the risk of failures. The Supplier shall use this technique or an equivalent one for risk assessment in the event of developing a new process, changing a process, deviation from required quality, and regular quality improvement activities.

4.5 MSA

MSA (Measurement Systems Analysis) evaluates the quality of the current measurement system and affects the control of process parameters and characteristics of Products and Services. The Supplier shall make the analysis for the following systems:

• Measurement system variations (variable characteristics are those whose values can be expressed numerically), e.g. sliding gauge, micrometer, dial indicators, altimeter, ...
• Attributive measurement system (attributive or descriptive characteristics), e.g. gauges control devices GO-NO GO, ...
• Complex measurement systems (measurement systems where the same part can not be measured twice – repeatability and reproducibility measurement systems).
4.6 Presentation of initial samples

The Supplier shall present the initial samples for all Products and Services delivered to the Buyer. Presentation of initial samples is used to evaluate the compliance of Products and Services with their definition. When presenting initial samples the Supplier shall follow the rule that Products and Services are made with series production Equipment and are submitted when the following circumstances occur:

- a new product,
- a product modification,
- product made with a repaired or new tool,
- product made on a new production line,
- a production process modification,
- after production disruption longer than 6 months,

The minimum number of initial samples shall consist of parts made in 1 to 8 hour production or 300 consecutive parts as described in PPAP (latest version or an equivalent VDA standard). The samples shall be presented together with the presentation report in compliance with PPAP requirements. The Buyer is entitled to reject an incomplete presentation report.

The Supplier shall label all delivery documents and packaging with »initial samples«. The complete documentation of the samples shall be sent by electronic mail to the contact person indicated in the Delivery Contract (each document in a separate file). In order to ensure clarity of samples identification, a copy of the relating PPAP documentation shall be enclosed to the delivery. The Buyer reserves the right to charge any additional costs incurred by a new sampling in the event of non-compliance of the samples with the Buyers requirements.

Results of sampling may be as follows:

- Approved
- Approved with reservation (Other)
- Rejected

In the event of »rejected« or »approved with reservation«, the Supplier is bound to make a plan of corrective actions in agreement with the Buyer with the aim to achieve the result »approved«.

4.7 Special characteristics

In order to meet high legal and regulatory requirements (such as those related to the responsibility for Products and Services) as well as increasing Buyer’s Customer demands, the Buyer shall pay a special attention to the specification, implementation and inspection of special characteristics. Non-compliance with determined and agreed requirements may result in significant consequences such as recalls or Product and Services replacements. This may lead to ban of sales or loss of image or orders.
For all functions marked with a special characteristic, it is necessary to record all data, measurement values and documents as presented in »Supplier logistic manual TPV« for a full examination of all controlled production processes, tests, etc. as required by the latest version of VDA standards.

Special characteristics may be:

- safety,
- subject to regulations,
- affecting the function at the further assembly of the product....

These characteristics are defined in the List of requirements and/or technical documents attached here to and are specially labelled. The Supplier is bound to control and monitor special characteristics in accordance with the validated control plan and keep records on safety characteristics at least 15 years after completion of production (EOP).

The supplier's documentation shall include marking of special characteristics in compliance with the Buyer system of marking, as indicated below:

<table>
<thead>
<tr>
<th>Description of characteristic</th>
<th>Safety characteristics</th>
<th>Regulatory characteristics</th>
<th>Important characteristics</th>
<th>Other characteristics</th>
</tr>
</thead>
<tbody>
<tr>
<td>TPV</td>
<td>S</td>
<td>R S</td>
<td>R</td>
<td></td>
</tr>
<tr>
<td>Nomination:</td>
<td>Safety</td>
<td>S and R</td>
<td>Regulatory</td>
<td></td>
</tr>
</tbody>
</table>

Note: see item 4.3

Storage of all documents subject to these requirements shall be done properly, in compliance with laws and regulations and groups of rules according to the latest VDA standard (microfilming is allowed), and the storage shall be provided at least 15 years after the period of use (according to VDA1, quality evidence with emphasis on special characteristics) if not otherwise required by the Buyer. In the event of bankruptcy of the Supplier, Buyer shall have the right to acquire all documentation related to the quality evidence for Products and Services delivered within the required period of 15 years.

All deliveries of Products and Services including safety and subject to regulations shall be clearly marked by the Supplier. Each packaging unit (mesh pallets, pallets, coils, etc.) and the material certificate shall bear the marking ☑.

All sub suppliers shall be approved and they are bound to perform the same procedures of documentation as the direct Suppliers to Buyer.
5 Change management

No modification in process or/and on Products and Services of the Supplier and their sub suppliers shall be implemented without a Buyer’s approval. The Supplier shall provide a sufficient and timely amount of information in order to enable all necessary activities (assembly of samples, samples for Buyer’s customers, validation, long-lasting testing and Buyer’s customer approval). In the event of a modification of the Supplier’s Products and Services, the general requirement shall be to mark the first deliveries with a special marking in accordance with Buyer’s requirements.

The Supplier is obliged to keep and, if needed make a presentation of the history of changes of the relevant Products and Services or process. For each change, the Supplier is obliged to update the PPAP documentation in respect of agreement made with Buyer about the required PPAP level (see item 4.2), and present documentation to Buyer. Product and Service or/ and process change can be released to series production only upon Buyer’s validation of the documentation. Additional costs related to the repeated approval process will be charged to the Supplier, if origin of request is from Supplier’s side.

The Supplier is responsible for development of their suppliers at least to the extent required in this document. Should the Supplier intend to change their supplier, they shall obtain Buyers’s authorization as Buyer reserves the right to audit and release a sub supplier. Each change of Supplier, location or Equipment shall mean a new validation of Products and Services and process.

Should the Supplier identify a discrepancy of characteristics or reliability of Products and Services as to the agreed requirements, he shall immediately inform Buyer and start to eliminate non-conformities in compliance with requirements laid down in this document. Until the corrective actions are implemented and validated, Buyer may require implementation of special actions (e.g. higher level of inspection, 100% inspection, additional operational / process steps) for a certain period. In such a case, the Supplier is held responsible for any costs thus incurred.

6 Non-conformity management

As soon as Buyer receives the Products and Services, he carry out the incoming inspection sampling including the following inspection:

- identification of Products and Services,
- delivered quantities,
- deliveries with regard to possible obvious packaging, Products and Services deformation,
- A-test for Materials,
- Products and Services special characteristics.

Should a defect on the delivered Products and Services be identified at the incoming inspection, Buyer shall notify immediately the Supplier by issuing a formal claim. In case of possible unidentified defects, due to the sampling inspection, which may be detected subsequently within the usual operating
procedures, the Supplier shall be informed upon such detection. If the defect is identified after the incoming inspection within the Buyer process and the Buyer's Customer, this shall in no way reduce the Supplier’s responsibility to deliver proper Products and Services in terms of logistics and quality.

A claim shall mean every identified deviation from requirements determined in terms of logistics and/or quality. After receiving a claim, the Supplier is obliged to implement corrective actions to prevent recurrence, reduce consequences and provide an undisturbed supply. Immediate actions shall be presented within 24 hours after receiving the claim. Subsequent measures (8D) shall be presented within 7 days unless otherwise agreed. The claim shall be closed in 30 business days. In order to determine the real cause and eliminate it, the following methods shall be used: 5 Why, Fishbone diagram and examination of action efficiency. The Supplier shall use a team method to sort out the problems. In particular cases, the Supplier may make a written request to release Products and Services under specified conditions which is agreed with the relevant Buyer’s services who can issue a derogation approval in writing.

The actions shall be presented on the form »103244 8D TPV suppliers« unless otherwise agreed.

Supplier is obliged to cover complete costs which are consequence of determinated incompliance by the Buyer or Buyer’s customer.

All related costs will be charged based on »TPV's Claims price list« which is available on the Buyer’s web site www.tpv.si.

7 Supplier monitoring

The Buyer regularly monitors Supplier's performance on quarterly and yearly basis.

Quarterly monitoring including:

- number of claims,
- PPM,
- claim costs,
- reproducibility rate of claims,
- responsiveness to quality issues.

Yearly monitoring including:

- annual results kept by the purchasing,
- certificate validity of standards ISO 9001, IATF 16949 and ISO14000.

The scoring structure for quarterly monitoring is shown in the table below.
## Supplier scoring table:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Evaluation</th>
<th>Rate</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number of claims</strong></td>
<td></td>
<td></td>
<td>40%</td>
</tr>
<tr>
<td>0 claim</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>1 claim</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>2-3 claims</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>4-5 claims</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>6 or more claims</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>PPM</strong></td>
<td></td>
<td></td>
<td>20%</td>
</tr>
<tr>
<td>5 - 0 to 1000</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>4 - 1001 to 3000</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>3 - 3001 to 5000</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>2 - 5001 to 8000</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>1 – more than 8000</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Claim costs</strong></td>
<td></td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>(% of quantity delivered)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0% do 1%</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>1% do 2%</td>
<td></td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>2% do 3%</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>3% do 5%</td>
<td></td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>&gt; 5,00%</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Repeatable claims</strong></td>
<td></td>
<td></td>
<td>20%</td>
</tr>
<tr>
<td>0 claim</td>
<td></td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>1 claim</td>
<td></td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>more than 1 claim</td>
<td></td>
<td>1</td>
<td></td>
</tr>
<tr>
<td><strong>Responsiveness to quality issues</strong></td>
<td>(within the evaluation period of three months)</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supplier fills in the 8D form in due time and sends it to Buyer in due time. Supplier responds to e-mails and phone calls. In case of a proved quality issue the supplier covers all costs incurred. In case of an issue the supplier responds through the 3D method and sorting within 24 hours.</td>
<td>3 10%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supplier partially meets 8D requirements (they need to be reminded about the subject of causes and actions). Supplier is late completing and sending 8D to Buyer. Supplier partially responds to e-mails and phone calls. They need to be recalled and reminded to respond. In case of proved issues the supplier covers the costs incurred after several adjustments. In case of an issue the supplier responds through the 3D method and sorting after several reminders and escalations.</td>
<td>3 10%</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Supplier fails to meet 8D requirements. Supplier fails to complete and send 8D to Buyer. Supplier fails to respond to e-mails and phone calls. Supplier has difficulties covering the costs even after several adjustments. In case of issues the supplier fails to respond through D3 step or fails to approve the sorting.</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>
8 Escalation model

With the purpose of effective problem solving and providing appropriate quality and Buyer’s Customer security, we have determined the following escalation process.

The aim of escalation model implementation is as follows:

- quick intervention in identifying deviations from prescribed or agreed levels
- achieving a balance between the interests of Buyer and the responsibilities of the Suppliers
- permanent work with the Suppliers in the field of quality.

The escalation model of supplier development consists of the stages and is designed in a way to achieve the Supplier development through continuous control and improvement. In each level the Supplier is required to implement immediate actions. A failure to implement actions on one level of the escalation model leads to the next level and finally to potential supply constraints.

### Escalation level E1

<table>
<thead>
<tr>
<th>Reason for escalation</th>
<th>Action</th>
<th>WHO</th>
</tr>
</thead>
</table>
| In the three-month evaluation period, the Supplier has been classified among three most poorly rated Suppliers | 1. Exceptional Supplier audit according to VDA 6.3  
2. Action plan  
3. Verification of implemented actions. | Buyer, Supplier buyer                                                 |
| At the annual evaluation the rate decreased from A to B                               | 1. Action plan  
2. Verification of implemented actions                                     | Supplier buyer                                                  |
| Loss or omission of previously obtained standard ISO 9001 / IATF 16949 /ISO 14001  | 1. Exceptional Supplier audit according to the questionnaire »1000014 Supplier audit«.  
2. Action plan  
3. Verification of implemented actions                                            | Buyer, Supplier buyer                                               |
Escalation level E2

<table>
<thead>
<tr>
<th>Reason for escalation</th>
<th>Action</th>
<th>WHO</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Supplier continues to have problems despite actions implemented in E1 and has been classified among three most poorly rated Suppliers in three last evaluation periods.</td>
<td>1. Action plan and presentation of actions to Buyer</td>
<td>Supplier</td>
</tr>
<tr>
<td></td>
<td>2. Supplier audit according to VDA 6.3 at the Supplier's expenses (for validation of efficiency of implemented actions)</td>
<td>Buyer</td>
</tr>
<tr>
<td>The Supplier fails to implement actions determined in E1 and fails to meet the agreed actions</td>
<td>1. Action plan and its presentation to Buyer</td>
<td>Supplier</td>
</tr>
<tr>
<td></td>
<td>2. Supplier audit</td>
<td>Buyer</td>
</tr>
<tr>
<td>At the annual evaluation the supplier achieves rate C or D</td>
<td>1. Action plan and its presentation to Buyer</td>
<td>Supplier</td>
</tr>
<tr>
<td></td>
<td>2. Supplier audit at the Supplier’s expenses</td>
<td>Buyer</td>
</tr>
</tbody>
</table>

Escalation level E3

<table>
<thead>
<tr>
<th>Reason for escalation</th>
<th>Action</th>
<th>WHO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Actions determined in E1 and E2 are implemented, though no progress made, no meeting of agreed actions.</td>
<td>1. Decision to STOP enquiries</td>
<td>Buyer</td>
</tr>
<tr>
<td></td>
<td>2. Decision on temporary suspension of deliveries</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Decision on change of Supplier</td>
<td></td>
</tr>
</tbody>
</table>

9 Audits

The Supplier shall perform regular audits (at least once a year) and in case of problems additional exceptional Products and Services and process audits (generally according to VDA 6.3 and VDA 6.5 upon an advanced agreement with the Buyer) with the aim to ensure continuous improvement of production process.

Buyer, Buyer’s Customer or a third party determined by Buyer shall have the right to make an audit of the Supplier or their subcontractor in order to assess the efficiency of the quality management system and continuous improvements (system, process and Products and Services audit). Buyer respects the Supplier’s restrictions in terms of protection of industrial property. The audit shall be carried out upon an advanced agreement with the Supplier, and the information shall be treated as confidential. In the event of unexpected major defects or damages, Buyer shall reserve the right to make an immediate visit to the Supplier and inspect the process management.
The results of audits shall be exclusively used for making decisions on Supplier selection and determining necessary actions for improvement.

In the event of reproducible exceptional audits which are an integral part of escalation, Buyer shall be entitled to the reimbursement of costs by the audited supplier.

After reception of the audit report, the supplier is bound to implement the appropriate actions related to the identified non-conformities within the agreed deadline.

10 Requalification tests

The supplier is obliged to perform requalification tests for all characteristics of the Products and Services as required at the PPAP validation. In accordance with IATF 16949 standard and Buyer customers general requirements, the Supplier shall carry out the requalification procedures at least once a year. The evidence of performed requalification shall be sent to the Buyer within 48 hours of the request and it shall be free of charge.

For Materials and Standard Screw Material supplier shall deliver to the Buyer following:

- Completed self-assessment questionnaire
- Control plan
- Measurement report according to the relevant list of requirements
- Certificate for the material
- Valid certificates for ISO 9001, IATF 16949

For Bought-out Parts, Complex Bought-out Parts and Completion Services supplier shall deliver to the Buyer following:

- Completed self-assessment questionnaire
- Latest updated drawing
- Control plan
- Measurement report (min 5pcs)
- Test results according to the drawing requirements
- Process capability for special characteristics
- Certificate for the material
- Valid certificates for ISO 9001, IATF 16949

11 Documentation management

The supplier shall make detailed records on implementation of quality management actions including the documentation related to the initial samples, trainings, requalifications, physical intial samples and complete documentation related to special characteristics. In addition, the supplier shall store such
documentation at least 15 years after the end of production (EOP). In terms of the documentation management, the Supplier shall meet the VDA standard and specific requirements defined by the Buyer.

If the need arises, the Supplier shall allow Buyer to access and support the documentation and sample analysis, and submit the requested samples and documentation.

The Supplier shall present the required documentation and samples within no more than 24 hours from such request. This shall in particular apply to the characteristics of Products and Services for which a proof for statistical capability of process is requested.

The Supplier shall attend to the functional project management in the stage of Products and Services and process design and other extensive tasks. This all shall be documented in accordance with the VDA standard or in accordance with appropriate equivalent.

12 Concept of order completion

In the event of failure and/or disruption of Equipment, the Supplier shall ensure, through implementation of appropriate measures, that Products and Services shall be available to the Buyer (e.g. quick intervention by toolmakers and maintainers provided by a contract made with relevant equipment manufacturers, safety stock of material). In order to avoid delivery disruptions, the supplier is obliged to implement a system of preventive maintenance.

Its capabilities shall be validated by the Buyer or the Supplier and proved within the project stage; they shall be ensured at any time. The supplier shall also develop emergency plan to ensure uninterrupted deliveries to the Buyer.

13 Packaging and labeling of deliveries

The supplier shall provide the storage of products in a way to protect them from damage or change of material characteristics due to environmental impact. Unless otherwise determined, the supplier shall provide for the necessary packaging and its identification in accordance with the »TPV's Supplier Logistics Manual« and specific packaging regulations validated by the Buyer. Packaging procedures must be agreed and confirmed by the Buyer.

The Supplier shall provide proper labelling of Products and Services in accordance with Buyer’s requests which are listed in »TPV's Supplier Logistics Manual«

Supplier must be capable in each moment to determine which Products are subject of possible failure at the Buyer or Buyer’s Customer. In accordance with this request Supplier must establish pape system of Products and Services marking.
14 Outsourced materials/suppliers

When the Supplier is determined by the Buyer’s Customer, the conditions can be stipulated directly by the Buyer’s customer.

It is considered that the Buyer’s customer has transferred all requirements to the Supplier and the Supplier acknowledges and accepts such requirements. In such a case, the Buyer shall be informed by the Supplier about implementation and observance of all conditions.

In case the Buyer was not informed by the Supplier about the possible agreements between the Supplier and Buyer’s Customer point 6 of this document must be respected.

The Supplier is obliged to deliver to the Buyer, as a legal entity controlling the supply chain towards the Buyer’s Customer, the complete quality documentation which has been agreed and validated between the outsourced Supplier and the Buyer’s Customer.

15 Glossary

APQP - Advanced Product Quality Planning  
FMEA - Failure Modes and Effects Analysis  
PSW - Part submission warrant  
PPAP - Production Part Approval process  
SPC - Statistical Process Control  
R&R - Repeatability and Reproducibility  
8D - 8 Disciplines Methodology  
EOP - End of Production  
MSA - Measurement Systems Analysis