



SUPPLIER MANUAL		SECTION: MP-0		
TITLE:	ACCEPTANCE BY THE SUPPLIER		REVIEW NO.: 0	PAGE
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This Supplier Manual (MP-01) describes the organisational system which regulates the contractual relationships between Grupo Antolin and its Suppliers in order to improve business results and meet the objective of full Customer satisfaction.

This issue of the Supplier Manual is approved by the owner with the sections and review levels indicated below.

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Section MP-1 GENERAL CONTENTS specifies the sections which affect each Supplier depending on the product and/or service to be provided.

The Supplier undertakes to keep this Supplier Manual updated, ensuring that all the sections correspond to those described in Section MP-1, GENERAL CONTENTS.

This first page must be signed by the Supplier in the section "SUPPLIER APPROVAL".

The original must be returned to the Purchasing Director and a scanned copy must be inserted in the GRUPO ANTOLIN Supplier Portal.

By signing this page the Supplier is accepting the conditions described in this Supplier Manual and compliance therewith.

GRUPO ANTOLIN APPROVAL
Name: Farnan Rushe
Position: Director of Purchasing and Corporate Logistics
Date: 10-02-10
Signature: 

SUPPLIER APPROVAL
Company:
Name:
Position:
Date:
Signature:



SUPPLIER MANUAL		SECTION: MP-1	
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GENERAL CONTENTS						
SECT.	TITLE	REVIEW		AFFECTS SUPPLIERS OF		
		NO.	DATE	PRODUCTION MATERIAL	INVESTMENTS (CAPITAL GOODS TOOLS)	NON-PRODUCTION MATERIAL SERVICES
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MP-12	CONFIDENTIALITY AND FILING	0	10-02-10	X	X	X
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TITLE: SOCIAL CORPORATE RESPONSIBILITY	SUPPLIERS		REVIEW NO.: 0
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Suppliers undertake to observe the principles set forth in “Global Compact”, the United Nations Policy Platform, which is implemented by doing the following:

- Promotion and respect for the protection of human rights as declared internationally therefore not conspiring in any way to breach them, either directly or indirectly, through the Suppliers' supply chain and their contractors.
- No discrimination whatsoever and express rejection thereof in contracting practices and labour as well as when accessing training, promotion and incentives.
- The existence of clear directives on established working hours, occupational health and safety and the remuneration of workers in accordance with a policy of preventing forced or coerced labour made public amongst the various interested parties.
- The existence of a policy and clear directives on the prohibition of child labour (for normal work under the age of 15 when permitted by national legislation, or 18 in the case of hazardous work), with open communication and periodic controls to ensure that child labour is not used.
- Recognition and respect for the right of workers to freely associate, organise and collectively bargain in accordance with the legislation of the country in which they work and basic agreements of the International Labour Organisation.
- Respect for, and compliance with, the standards of ethical and moral conduct thus relinquishing all forms of corruptive practices including extortion, fraud and bribery.
- Assessment of the social, ethical, labour and environmental impacts of products, services and commercial operations and the adoption of suitable measures in accordance with the legislation of the country in which Suppliers operate.
- In the contract, Suppliers are required to comply with social, labour, environmental and ethical standards whilst verifying that Suppliers and subcontractors have specific policies which prohibit child labour and forced or coerced work.

In GRUPO ANTOLIN it is viewed positively that our Suppliers have the relevant certifications for Environmental and Occupational Health and Safety Management in accordance with the standards ISO 14001 and OHSAS 18001 respectively. They should also send the most recent copies of their certificates. As such, if the Supplier can foresee any damage to the environment as the result of using the materials, components, products and resources supplied, as well as a possible breach of legal requirements and/or the applicable regulations, the company using these must be notified.

It is also viewed positively for Suppliers to adopt preventive policies which favour the environment i.e. by fostering initiatives which promote greater environmental responsibility and the development and dissemination of environmentally-friendly technologies.

Likewise, Suppliers undertake to ensure that their components, products and services comply with the applicable laws, regulations and directives in the countries where goods are manufactured and transported, shipped to and where the product delivered to the OEM is sold.

The Suppliers must ensure compliance with regulations regarding the use of substances with restricted/prohibited use (heavy metals etc.) which affect them. Within this context, the Supplier undertakes to apply the European regulations REACH 1907/2006 EC regarding the registration, evaluation, authorisation and restriction of chemical substances and preparations for products manufactured and/or sold in the European Union.



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The Supplier assumes responsibility for all the contracting carried out in order to guarantee correct supply (transport, selection of parts etc.) by complying with the regulations in force in relation to occupational health and safety.

In all cases the Supplier ensures compliance with labour regulations during operations/visits to any company in GRUPO ANTOLIN, providing the company with any proof required.

The Supplier's compliance is confirmed by signing the approval section in this Supplier Manual.



SUPPLIER MANUAL		SECTION: MP-3	
TITLE: GRUPO ANTOLIN SUPPLIER PANEL		REVIEW NO.: 0	PAGE
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1.- INTRODUCTION

GRUPO ANTOLIN requires a Supplier panel which is able to guarantee the quality, service and price of the products and/or investments supplied, thus complying with the established requirements.

2.- SUPPLIER SELECTION

The **Supplier selection process** depends on the type of supply or service offered and is specified in each case by **GRUPO ANTOLIN**. This process is completed based on the information provided by the Supplier with regard to the following aspects:

- Technological capacity
- Quality management capacity
- Development capacity
- Research capacity
- Financial capacity

3.- INCLUSION ON THE GRUPO ANTOLIN SUPPLIER PANEL

In order to be included on the GRUPO ANTOLIN Supplier panel the following steps have to be taken:

- 3.1. Request for registration through the GRUPO ANTOLIN Supplier Portal: <https://extranet.grupoantolin.com/SupplierPortal.asp>
- 3.2. Compliance with quality system certification according to the following table:

QUALITY SYSTEM ASSESSMENT REQUIREMENTS			
Supplier	Required Condition		
	MINIMUM	DESIRABLE	
	ISO-9001	ISO/TS-16949	Other Recognised Standards
- Production material: (Raw materials, parts and components with their tools and packaging)	X	X	X
- Investments: (Capital goods and tools)	Desirable	-	-
- Developments - Designs	X	-	-
- Transports	Desirable	-	-
- Suppliers for testing and/or the calibration of control and test instruments	ISO-IEC 17025 or the national equivalent	-	-

- 3.3. Compliance with the REACH European regulation for products manufactured and/or sold in the European Union.
- 3.4. Provision of proof of financial capacity (accreditation of financial capacity).
- 3.5. - Acceptance of the Supplier manual.
- 3.6. Audit with an initial assessment report by authorised GRUPO ANTOLIN staff (for the cases specified by GRUPO ANTOLIN).

Once all the above aspects have been assessed GRUPO ANTOLIN decides on the approval of this request and confirms whether the Supplier is included on the GRUPO ANTOLIN Supplier panel.

4.- EXCLUSION FROM THE GRUPO ANTOLIN SUPPLIER PANEL

A Supplier is excluded from the GRUPO ANTOLIN Supplier panel when classified as "Supplier on Business Hold". This classification is given as the result of not complying with obligations such as:

- 4.1. Non-compliance with any of the selection criteria.
- 4.2. Unsatisfactory result of continuous assessment (quality, cost, delivery date) carried out by GRUPO ANTOLIN after verifying that the action plans implemented by the Supplier have not been successful.
- 4.3. Non-compliance with economic commitments.



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1.- **REGISTRATION IN THE SUPPLIER PORTAL**

The Suppliers must be registered and accepted by the buyer in order to make electronic quotations.

2.- **ELECTRONIC QUOTATION**

2.1. The Supplier receives quotation requests via the Supplier Portal in the section "quotation requests".

2.2. The quotation requests are accompanied by the relevant technical documentation and the rest of the project and/or logistical information required for the quotation.

2.3. The Supplier provides a quotation for the specified option. Suppliers who provide quotations for alternatives which improve the competitive position of GRUPO ANTOLIN are assessed positively by the decision-making committees.

2.4. Decision-making committees:

GRUPO ANTOLIN decides on the nomination of Suppliers using multifunctional teams.

These teams take the following aspects, amongst others, into account:

1. Supplier assessment results (price, delivery date, quality).
2. Improvement suggestions made by the Supplier (quality, feasibility, cost, etc.)
3. Supplier's financial situation.
4. Price, tools and services taken into account for the overall project.
5. Price reductions for current purchasing volumes.

2.5. Nomination: once the decision has been reached, the supply, investment or service contract is sent and signed.

2.6. The Supplier undertakes to ensure that the products supplied comply with all the requirements established by GRUPO ANTOLIN (technical, logistical, etc.)

3.- **PRODUCT/PROCESS MODIFICATION MANAGEMENT**

Whilst the projects are in progress, product/process modifications are made according to the process below:

- 3.1. The Supplier receives the modifications for analysis.
The Supplier analyses and confirms the feasibility of the modification by documenting it using [I-P082-W, PARTS MODIFICATION](#) and [I-P082-X, TOOLING MODIFICATION](#), the consequences of the modification (tools, variation in part characteristics, etc.).
- 3.2. Engineering at Grupo Antolin approves the technical concepts resulting from the modification and authorises the Supplier to launch the modification by enclosing the form [I-P082-W, PARTS MODIFICATION](#) or [I-P082-X, TOOLING MODIFICATION](#) .
Upon receiving authorisation from Engineering the Supplier starts the work.
- 3.3. Meetings are held on a regular basis with the Supplier to issue the relevant supply contracts in accordance with the standard rates specified in the supply contract award.
- 3.4. Grupo Antolin is able to audit the costs of the modifications undertaken which have already been specified in a supply contract.
The Supplier provides the economic information required for carrying out such audits.

Formats included in Section **MP-14, List of Documents – Appendices**



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4.- FINANCIAL INFORMATION

- 4.1. The Supplier completes and updates the financial information requested via the Supplier Portal. It is the Supplier's responsibility to ensure that the information is reliable.
- 4.2. Should reasonable risks exist, the Supplier undertakes to notify GRUPO ANTOLIN sufficiently in advance in order to implement an action plan which minimises such risks.
- 4.3. In the event of not notifying the risk on time and through the appropriate channels, GRUPO ANTOLIN reserves the right to classify the Supplier as "Supplier on Business Hold".

5.- SELF-INVOICING

As is usual procedure with the invoicing process in the automotive sector, Grupo Antolin requests its Suppliers themselves, and in their name, to authorise issuing the invoices which reflect the business relationship between the two (Self-invoicing System) .

The conditions and the way to proceed can be consulted in the Grupo Antolin Supplier Portal.
<https://extranet.grupoantolin.com/SupplierPortal.asp>

6.- IMPROVEMENT OBJECTIVES

Suppliers collaborate with GRUPO ANTOLIN to meet the improvement objectives which enable the Group to remain competitive on the market and respond to Customer requirements.

In order to achieve this, the Supplier co-operates with the multidisciplinary teams in GRUPO ANTOLIN by providing the required information.

7.- SAFETY PRODUCTS AND REGULATIONS

In addition to the considerations put forward in other sections of the Supplier Manual, the Supplier must comply with the following requirements for projects awarded by Grupo Antolin:

- Possession of the regulations applicable in the product's country of manufacture, delivery country and the countries where the delivered product is sold.
- Possession of a list of applicable standards or regulations.
- Possession of a list of products affected by safety and regulation aspects.
- Implementation of a suitable system to ensure the traceability of the product and the corresponding records.
- Existence of a civil liability insurance policy which complies with the insurance clause included in the general purchasing conditions.



SUPPLIER MANUAL		SECTION: MP-5	
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1. - **GENERAL PURCHASING TERMS**

Listed below are the General Purchasing Terms defined by GRUPO ANTOLÍN:

1. AGREEMENT. - This agreement is hereby executed between the Purchaser and Vendor, whose identification details are recorded on it.

Both parties hereby mutually recognise each other's capacity to execute this commercial sale and purchase agreement (hereinafter, the "Contract"), to be governed by the general purchase terms established below. In the event of a conflict or contradiction between these general purchase terms and any specific terms expressly foreseen in the contract, the latter shall prevail over the former.

This agreement will be personal and non-assignable (except as provided in Clause 8 herein). This agreement implies the waiver freely consented by the Vendor to the Sale General Terms of the Vendor.

2. OPEN-ENDED OR CLOSED CONTRACTS. - Open-ended Contracts: This type of contract will be used for those products or services that are repetitively used, and will define the product or service, place of delivery, prices and terms of purchase. All supplies will be carried out by the Vendor in the amounts, terms and dates foreseen in the delivery schedules.

Closed Contracts: This type of contract will be used for all those products or services that are not repetitively used, and will define the product or service, place of delivery, prices and terms of purchase. The Vendor will carry out supply in the prices, amounts, terms, specifications and dates foreseen in such contracts.

3. ACCEPTANCE OF THE CONTRACT. - For acceptance of the contract, a duly signed and stamped copy will be sent by the Vendor to the Purchaser within a maximum term of 15 days following the date the Purchaser is aware of its receipt by the Vendor. Notwithstanding the foregoing, the mere execution of the contract by the Vendor will entail its full acceptance and will exclude any indication to the contrary not confirmed in writing.

4. DELIVERY SCHEDULES. - Deliveries will be made according to the amounts and dates specified in the delivery schedules provided by the Purchaser. The Purchaser will not be obliged to pay any products or services that exceed the amounts specified in the delivery schedules. Unless otherwise expressly indicated in detail on the contract, all transportation costs will be borne by the Vendor.

In a periodic and reasonable manner, the Purchaser may change the delivery schedules or order a provisional suspension of any scheduled deliveries without this entailing any modification of the price or of the terms and conditions of this contract.

The Vendor will be obliged to maintain the minimum stock established by the Purchaser.

5. SAMPLES, QUALITY AND CONFORMITY. - The Vendor will be obliged to guarantee compliance with the **Suppliers Manual MP-01** (at your disposal on www.grupoantolin.com) a copy of which, prior to or upon the execution of this contract, was received and of which the first sheet was signed and returned.

6. IMDS DATA. - The Vendor will introduce all composition data of the products supplied into the IMDS (International Material Data System) software, through the site www.mdssystem.com. This will be a prior requirement to presentation of the Initial Samples.

7. SPARE PARTS. - The Vendor hereby promises to deliver spare parts at the same price as the one at which the series was supplied during the same period, as requested by the end user. With respect to installations, the Vendor promises to supply any spare parts for non-standard installation components during the life of the project, in the case of specific investments, and during their useful life in the case of standard or capacitive investments. In either case, upon delivery of the installation, the Vendor will provide the necessary documentation to enable specific spare parts to be manufactured.

8. NON-DELEGATION. - The Vendor hereby promises not to delegate or outsource the total or partial execution of the contract without the Purchaser's written authorisation. If authorised by the Purchaser, the Vendor together with the relevant subcontractor(s) will remain jointly and severally liable vis-à-vis the Purchaser for compliance of the obligations under this contract. If there is a change of control, direct or indirect, an assignment or contribution of all or a part of the assets or goodwill of the Vendor as well as in the case of internal restructuring of the Vendor (Merger, Split, dissolution without liquidation) then, the Purchaser is entitled to terminate this contract.

9. DELIVERIES. - All material will be adequately packaged and sent according to the usual standards followed by ordinary carriers, in such a way as to guarantee a minimum transportation cost and without this entailing any additional expenses for the Purchaser, unless otherwise provided in this contract. Unless otherwise provided in this contract, the Vendor will duly mark each parcel with its contract number and addressee. If several parcels were to represent a single delivery, each parcel will also be numbered in order, clearly indicating in such case which one of them contains the receipt.

Said receipt will describe all the specifications included in the contract (date, contract number, issuer, applicant, amount, reference and product or service name, etc.).

Certificate of origin. Depending on the commercial agreements in force, the exporter Vendor, at the Purchaser's request, will provide any certificates of origin that are deemed necessary.

10. VERIFICATION. - All verifications of the merchandise (weight, quantity and quality) will be carried out at the destination point or at the Vendor's own address, if the Purchaser deems this advisable and unless otherwise agreed. Further to the Purchaser's request, the Vendor will enable access to its premises and to those of its suppliers to the Purchaser and/or its Clients.

A signed or stamped downloading receipt of any merchandise will not entail a final acceptance, but only compliance with the Vendor's obligation to deliver. Any returns of unacceptable merchandise will be carried out as carriage paid upon receipt, and the Vendor will be obliged to immediately replace it and to cover any carriage costs. These replacements will be invoiced as new deliveries and, therefore, no new stocks or credit statements will be accepted unless expressly requested by the Purchaser.

The Purchaser may claim any differences in quantity and any (hidden or obvious) defects or vices in the merchandise received, both upon receipt and at any time thereafter, within the legal timeframe, even if the relevant invoices have already been paid. Furthermore, the Vendor will be liable for clearance of title over the merchandise in the event of warranty of title and right of possession.

11. INDEMNIFICATION FOR LOSS AND DAMAGE. - The Vendor will indemnify the Purchaser for any loss and damage suffered as a result of a breach of its obligations under this agreement and, in particular, for non-delivery, delays and/or non-conformity with the quality standards of the product or service supplied, including those caused by events of force majeure, strikes or a shortage of raw materials. The amount of this indemnity may compensate any amounts owed to the Vendor.

The Purchaser may repair, to the Vendor's cost, the defective product if this were necessary to guarantee the continuity of its production process (or that of its clients). In such case, all repair costs will be invoiced to the Vendor being the Purchaser entitled to compensate these sums with any sum owed to Vendor. In case of compensation, Vendor will be able to check the Purchaser's claim during a term of 10 days before implementing the compensation.

12. DESIGN AND TECHNICAL DOCUMENTATION. - Any studies, plans, projects, drawings, specifications and/or documents whatsoever provided by the Purchaser to the Vendor, defined or used by the Vendor, in any form, for the manufacturing of parts, products, tools or machinery covered by this agreement will exclusively belong to the Purchaser and will be strictly confidential, unless otherwise agreed. The Purchaser may request a return of the foregoing whenever it deems this appropriate.



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13. SPECIFIC INVESTMENTS (TOOLS, CONTAINERS, ETC.). - The Purchaser will hold full legal title, unless expressly agreed to the contrary, over all the specific investments (tools, containers, etc.) (including their design and/or industrial property rights, if any) that are specially manufactured, complying with Purchaser's specifications, for the supply of this contract. The Purchaser hereby assigns the foregoing as a gratuitous loan or commodatum to the Vendor in order to execute this contract. The Vendor will bear the cost of any maintenance, conservation, custody and replacement of such specific investments. The life of any specific investments will be, at least, equal to that of their parts.

The Vendor is hereby obliged to insure to the Purchaser's satisfaction any specific investments assigned as a commodatum for their replacement value, to provide a copy of any such insurance to the Purchaser, underwriting the Purchaser as the insurance beneficiary. Specific investments may not be transferred, transformed or destroyed without the Purchaser's written approval. Whenever this is requested by the Purchaser, the Vendor will indicate their place of location and will be at all times available to the Purchaser; they may also be delivered to the Purchaser if demanded at first request.

In the event of official attachment proceedings brought against the Vendor by a third party in order to encumber the specific investments assigned as a commodatum, the Vendor must duly inform of this situation. If the attachment becomes effective despite it being challenged, the Vendor will immediately inform the Purchaser in order to enable it to uphold its rights. Said specific investments will in no event be included in the Vendor's assets as own goods.

Regarding the supply of any parts, the supervision measures, measurements and tests and trials that are necessary to ensure compliance with the plans and specifications will be at the Vendor's cost and liability.

GRUPO ANTOLÍN hereby reserves the right to acquire at all times, by paying the relevant outstanding amount, title and possession of any specific investments that are written off in full.

14. WARRANTY. - The Vendor hereby grants the Purchaser a 5-year warranty period.

If the Vendor has agreed on a different warranty period with one of the Purchaser's Clients, this must be authentically confirmed upon receipt of the contract.

In this regard, the Vendor hereby warrants the following to the Purchaser:

- All the merchandise covered by this contract will be and/or will be executed according to the specifications (amounts included), drawings, samples or other descriptions provided or described by the Purchaser;
- Such merchandise will be suitable for marketing purposes and free of all defects;
- Any merchandise covered by this contract, produced by the Vendor or manufactured according to its specifications, will be suitable and sufficient to fulfil the Purchaser's objectives;
- During the warranty period, the Vendor promises to hold the Purchaser harmless against any claim, complaint, suit, campaign or other action that is a direct or indirect consequence of a manufacturing failure and/or defect in the merchandise attributable to the Vendor, including any other obligation assumed by the Vendor herein.

15. INDUSTRIAL PROPERTY. - The Vendor hereby expressly guarantees that all merchandise deliverable, both as a whole and with respect to each component, was duly acquired, manufactured and assembled pursuant to applicable rules and, in particular, that it does not breach any industrial and/or intellectual property rights of third parties; the Vendor will guarantee the free use and marketing of this merchandise worldwide. The Vendor must inform the Purchaser of any application or use of industrial and/or intellectual property that it personally owns or belongs to third parties. Any infringement by the Vendor of said clause, as well as any loss and damage derived from such breach, will mean that the consequences thereof will be directly borne by the Vendor; the Purchaser hereby reserves the right to claim indemnification for any loss and damage suffered.

16. INSURANCE. - The Vendor hereby agrees to indemnify and to hold the Purchaser harmless against any claims or lawsuits based on harm or damage caused to any individual or asset, resulting from the execution of this contract by the Vendor, its employees, agents, subcontractors or representatives. Furthermore, the Vendor hereby agrees to maintain an insurance policy to cover material damage, personal injury and third party civil liability, including public liability for defective products and their removal, for an amount and coverage that at least conform to the execution circumstances demanded by this contract.

17. PUBLICITY. - Furthermore, the Vendor hereby promises to keep as confidential and not to publicise or directly or indirectly divulge the execution and content of this agreement without the Purchaser's written consent.

18. TERMINATION. - Any breach of these general purchase terms (and/or specific terms reflected on the obverse), particularly including a delay in delivery or product defects, will entitle the Purchaser, by merely notifying the Vendor, to terminate this agreement, notwithstanding any rights to claim the relevant indemnification for any loss and damage caused.

19. TAX. - Any tax levied on the business transactions to which these general purchase terms refer will be borne by the parties according to law. In each case, the taxpayer will ensure that the taxation is adequately reflected in the relevant accounting documents.

20. METHOD OF PAYMENT. - Unless otherwise agreed, payment will be made by means of a transfer on the third business day of the month (for banking purposes) once 90 days end-of-the-month have passed (i.e. end-of-the-month + 90 days) after the invoice date (this being understood as the date on which the Vendor adequately delivers the good or provides the service).

The time limit for reception of invoices at the Administration Department of the Company will extend until the 5th day of the month after the supply of the merchandise or rendering of the service. If that limit is exceeded, the payment will be postponed 1 month.

The Purchaser's payment will not mean that it deems the contract as correctly settled by the Vendor, or that it waives any rights to which it may be entitled. Furthermore, the Purchaser hereby reserves the right to make payment through its affiliates or parent companies, or to offset any debit or credit items between the foregoing and the Vendor.

21. ASSIGNMENT. - Unless otherwise agreed, it is expressly forbidden for the Vendor to assign to third parties any rights and obligations derived from this agreement.

22. INFORMATION. - The Vendor hereby promises to provide the Purchaser with any financial information the latter may request to guarantee the Vendor's solvency and, consequently, the adequate execution of this agreement.

23. MODIFICATION. - The modification of any of the terms established herein will require a written agreement between the Purchaser and Vendor.

Unless otherwise agreed, this contract is hereby issued by the Purchaser to the Vendor on the basis of certain "fixed prices", in the sense that the Purchaser will not be obliged during the course of execution of the agreement to change its price terms in the event that the Vendor experiences any price increase in its workmanship, raw materials or other.

24. APPLICABLE LAW AND JURISDICTION. - This agreement will be governed by the law corresponding to the domicile of the Purchaser. The Parties hereby agree to subject any conflict derived from the interpretation and/or execution of this agreement to the Courts and Tribunals assigned to the Purchaser's address, expressly waiving any other forum they may be entitled to.



SUPPLIER MANUAL		SECTION: MP-6	
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1.- PROJECT MANAGEMENT WITH SUPPLIERS

Suppliers must comply with the conditions set forth in [I-MP6-A, PPQA PHASES – SUPPLIER / PROJECT](#), meeting the requirements of Grupo Antolin during project management up to the submission and acceptance of initial samples including preseries and first series delivery.

Suppliers must also draw up and provide the documents specified in [I-MP6-B, PPQA DOCUMENTATION - SUPPLIER/PROJECT](#), making them available to GRUPO ANTOLIN upon request.

The documents which must be submitted by Suppliers to GRUPO ANTOLIN are the following:

I-CAB2-10-A,	FIRST SAMPLES REPORT (Page 1)
I-P014-II-A,	PRODUCT DEVIATION (when there are deviations)

In section MP-14, List of Documents – Appendices, other documents are enclosed which can be used as a reference and aid for the Supplier if they do not have their own model in order to document specific activities.

The documents in question are, amongst others, the following:

I-MP6-C,	SUPPLIER QUALITY COMMITMENT
I-MP6-D,	PRODUCTION CAPACITY STUDY
I-MP6-E,	SUPPLIER PROGRESS MONITORING
I-CAB2-05-A,	CONTROL PLAN
I-CAB2-08-A,	PROCESS FMEA (PAGE-1)
I-CAB2-10-B,	FIRST SAMPLES REPORT (CONTINUED)
I-CAB6-07-B,	SPECIAL DELIVERY
I-P061-I,	DEVICES LIST
I-P063-O,	PPQA PLANNING – PRODUCT SUPPLIER

IMPORTANT: When the Production Part Approval Process (PPAP, Q3P, Formel -Q and others) is a requirement of Grupo Antolin Customers, the Supplier must adapt to the conditions specified by that process.

Formats included in Section **MP-14, List of Documents – Appendices**



SUPPLIER MANUAL		SECTION: MP-7	
TITLE: RESPONSIBILITIES DURING PROJECTS	REVIEW NO.: 0		PAGE
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1.- PROJECT MANAGEMENT

Suppliers must confirm the details of the person or Project Manager in their organisation acting as the contact with GRUPO ANTOLIN for each project.

This person must have the required capacity to submit all the elements required to cover the product / process quality assurance process (PPQA) and to provide additional information on their company. This person is also be responsible for keeping in contact with the GA project team (multifunctional) to maintain a smooth communication channel.

All GRUPO ANTOLIN Suppliers are requested to provide on-site support when launching a new product. Support may be required during the manufacture of the preseries. The appointed person must have in-depth knowledge of the Supplier's manufacturing parts and processes.

2.- SUBMISSION OF TECHNICAL INFORMATION

The Supplier must provide the CAD information on the system specified by GRUPO ANTOLIN. If CAD systems are unavailable the Supplier could request support from GRUPO ANTOLIN to receive a quotation for the work to be performed.



SUPPLIER MANUAL		SECTION: MP-8	
TITLE: SERIES QUALITY MONITORING	REVIEW NO.: 0	PAGE	
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1.- QUALITY COMMITMENT

Grupo Antolin sets the following objective: “Zero Defects”

All the products and services provided by the Suppliers must comply 100% with the requirements set by GRUPO ANTOLIN (Technical, logistical, etc.)

Moreover, the Supplier must comply with the conditions set forth in [I-MP6-C, SUPPLIER QUALITY COMMITMENTS](#) taking into account the following sections:

- Progress objectives over indicators:
 - PPMs
 - Incidents (Non-conformity reports)
- Management of non-conformities
- Quality disputes
- Product and/or process modifications
- Treatment of safety products and/or regulations
- Quality documentation

During the quotation phase, Purchasing Management provides the Supplier with the progress objectives aimed at complying with the objective of “Zero Defects”, using the document [I-MP6-C, SUPPLIER QUALITY COMMITMENTS](#) to formalise their acceptance.

During supply in series, companies in Grupo Antolin provides the Supplier with an update of the progress objectives aimed at improving results, using the document [I-MP6-C, SUPPLIER QUALITY COMMITMENTS](#) to formalise their acceptance.

Incidents are documented by Grupo Antolin using [I-P082-T, NON-CONFORMITY REPORT](#).

The costs incurred due to managing incidents are documented and sent to the Supplier by Grupo Antolin using [I-MP8-A, NOTIFICATION/ACCEPTANCE OF CHARGES BORNE BY THE SUPPLIER](#)

When the Supplier does not comply with the set quality objectives they have to draw up the relevant action plan, submit it to Grupo Antolin and monitor it and update it until finalised.

Formats included in Section **MP-14, List of Documents – Appendices**

2.- PRODUCTION PART APPROVAL PROCESS

During supply in series, when the Production Part Approval Process (PPAP, Q3P, Formel –Q and others) is required by Grupo Antolin Customers the Supplier must adapt to the conditions required by that process.

3.- ACTIONS UNDERTAKEN IN THE EVENT OF SYSTEMATIC NON-COMPLIANCE BY THE SUPPLIER

Grupo Antolin reserve the right to terminate the contract with the Supplier when there are repeated breaches of the agreed commitments.



SUPPLIER GUIDE		SECTION: MP-9	
TITLE: LOGISTICAL CONDITIONS - SERIES SUPPLY	REVIEW NO.: 0	PAGE	
	DATE: 10-02-10	1 / 1	

1.- LOGISTICAL CONDITIONS

The conditions of series supply are specified and quoted during the quotation phase.

The Supplier must document the logistical conditions using [I-MP9-A, LOGISTICAL CONDITIONS SHEETS \(LCS\)](#), for each reference or group of references with identical logistical conditions.

This document specifies contacts, information regarding the reference and the required logistical conditions. The Supplier must provide details as to the cost EXW and the cost when applying the Incoterm requested by GRUPO ANTOLIN.

Each time prices are updated by the Supplier this is related to their level of costs in the LCS.

An information sharing plan must be agreed between the Supplier and GRUPO ANTOLIN. Communication is via EDI (except when GRUPO ANTOLIN does not deem it necessary).

2.- PACKAGING

The packaging and possible internal conditioning must be specified in the LCS.

Packaging must be specified in accordance with the packaged product, i.e. ensuring it does not suffer deterioration, become misshapen, etc. and it must be stacked on pallets (strapped if required) correctly.

The Supplier undertakes not to use packaging which could cause environmental damage.

3.- SHIPMENT IDENTIFICATION

The Supplier must ensure the correct identification of each of the packaging units. Labelling which complies with the ODETTE standards or similar must be applied to the outside in a visible area.

Where regulations are applicable, the affected products must also feature the identification required by the relevant regulations.

4.- COMPLIANCE WITH SUPPLY REQUIREMENTS

It is imperative for the Supplier to comply 100% with the supply requirements.

GRUPO ANTOLIN requires the Suppliers it deems necessary to sign a logistical protocol.

GRUPO ANTOLIN reserves the right to carry out a logistical audit based on the Odette Global MMOG/LE standard for Suppliers who are not supplying according to the required conditions. Suppliers who so wish can obtain a copy of the Logistical Audit Manual.

Formats included in Section **MP-14, List of Documents – Appendices**



SUPPLIER MANUAL		SECTION: MP-10	
TITLE: SPARE PARTS MANAGEMENT	REVIEW NO.: 0		PAGE
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1.- SPARE PARTS MANAGEMENT

The Supplier must have a Management System for the supply of spare parts which guarantees compliance with the requirements of the company in Grupo Antolin that uses them.

The quality, cost and delivery date conditions for materials, components and products supplied as spare parts are the same as for the series.

The packaging used to supply the spare parts must safeguard the quality of the materials, components and products until they are delivered to the company requiring them.

The production resources (equipment and tools) must be maintained for the time scheduled for the supply of spare parts (minimum: 20 years).

The materials, components and products supplied for spare parts are entered on the assessment system described in Section MP-8, Series Quality Monitoring.



SUPPLIER MANUAL		SECTION: MP-11	
TITLE: MANAGEMENT OF PRODUCTION RESOURCES OF GRUPO ANTOLIN + PPQA	REVIEW NO.: 0	PAGE	
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The list of conditions is sent by the buyer to the Supplier along with a quotation request.

The list of conditions for the production resources forms part of the documentation enclosed with the supply contract.

The acceptance of the production resources is effective when all the established requirements in the corresponding list of conditions are met after having made the required validations.

1. PPQA PROJECT MONITORING

For the production resources used by the Supplier to manufacture the production material PPQA monitoring is carried out according to section MP-6.

For the other production resources, (investments: capital goods and tools) the requirements are specified in the relevant lists of conditions.

The Suppliers must have a manufacturing and validation schedule for the production resources and keep it updated.

2. MANAGEMENT

It is imperative that there is a signed and accepted supply contract for the execution of the production resources.

All the contracts must be entered on the relevant application in the Supplier Portal (production resources are property of GRUPO ANTOLIN).

All the Suppliers must determine the planned capacity for each production resource and ensure that it is documented using [I-MP11-A, TOOLING SPECIFICATIONS](#).

The Supplier must draw up and implement a management system for production resources including maintenance, storage, installation, programme changes and modifications. The Supplier must guarantee the quality and integrity of the production resource after all the changes have been implemented which do not affect the property of Grupo Antolin.

GRUPO ANTOLIN reserves the right to reject the subcontractor of the production resource.

The Supplier cannot deliver, eliminate, sell or use the production resource for any other purpose other than the one stated in the GRUPO ANTOLIN supply contract without the prior consent of GRUPO ANTOLIN.

All GRUPO ANTOLIN tool designs are also the property of GRUPO ANTOLIN and must be handled confidentially.

No payment is made for production resources associated with a supply contract until GRUPO ANTOLIN has received the complete relevant technical documentation.

The Supplier must update the tool file [I-MP11-A, TOOLING SPECIFICATIONS](#) and includes it in the section provided in the Supplier Portal.

3. IDENTIFICATION OF THE PRODUCTION RESOURCES

All the production resources must be permanently identified to ensure that the property belonging to GRUPO ANTOLIN is clearly visible. As such, an identification label must be used.



SUPPLIER MANUAL		SECTION: MP-11	
TITLE:	MANAGEMENT OF PRODUCTION		REVIEW NO.: 0
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4. CONSTRUCTION AND MAINTENANCE

- Tool standards:
All the production resources must be built according to the corresponding lists of conditions and in accordance with the standards and specifications required by GRUPO ANTOLIN.

- Preventive maintenance:
The manufacturer of the resource identifies the relevant maintenance standards in the corresponding documentation.

In the case of production resources assigned under the gratuitous bailment system for the production of products for GRUPO ANTOLIN, these must be maintained in such a condition as to ensure the production of parts which are satisfactory and have the useful life agreed. The frequency of preventive maintenance operations and the tool records must be documented and available for review.

5. PRODUCTION RESOURCE INSPECTION

GRUPO ANTOLIN can perform an inspection of the production resource at any time and a maintenance review in the location of the resource in question.

Formats included in Section **MP-14, List of Documents – Appendices**



SUPPLIER MANUAL		SECTION: MP-12		
TITLE	CONFIDENTIALITY AND FILING		REVIEW NO.: 0	PAGE
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1. CONFIDENTIALITY

GRUPO ANTOLIN considers all the issues discussed with its Suppliers as confidential and expects them to do so in turn.

Such aspects include the following:

- Economic conditions
- Technical aspects
- Technological trends
- Drawings / CAD designs
- Others expressly specified by GRUPO ANTOLIN

Such aspects cannot be revealed to third parties without GRUPO ANTOLIN's written consent.

The Supplier is responsible for keeping all issues related with the projects assigned by GRUPO ANTOLIN as confidential.

The Supplier is also responsible for having the necessary material resources to ensure confidentiality when sending information and prototype parts, as well as the resources which enable guaranteeing the physical security of the documentation related with the projects.

The Supplier's commitment is confirmed by signing the approval section in this Supplier Manual.

NOTE.- In the cases in which GRUPO ANTOLIN expressly wishes, a specific confidentiality agreement has to be signed by the Supplier.

2.- DOCUMENTATION FILING

The Supplier undertakes to suitably file and store the documentation created from the beginning of project development until the supply period and warranty period for spare parts have finished. This includes the following documentation:

- Assignment contracts with Suppliers for production resources
- Supply contract with Suppliers
- Documentation and records of initial samples and safety conditions and regulations
- Traceability
- Others expressly specified by GRUPO ANTOLIN

The documentation provided by GRUPO ANTOLIN, as well as that created as the result of projects awarded by GRUPO ANTOLIN to the Supplier (drawings, supply contracts, construction projects for production resources, intellectual property, etc.), are the property of GRUPO ANTOLIN.



SUPPLIER MANUAL		SECTION: MP-13		
TITLE	WARRANTY AGREEMENT		REVIEW NO.: 0	PAGE
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1. GENERAL CONDITIONS

The Supplier guarantees the buyer that the products supplied:

- Have zero defects.
- Have a quality corresponding to the purpose for which they are sold and supplied.
- Are suitable for selling and for performing the specified functions.
- Are manufactured by complying with the specifications, lists of conditions, drawings and other requirements specified by GRUPO ANTOLIN.
- Comply with all applicable standards.
- Are manufactured in accordance with all the quality procedures required by GRUPO ANTOLIN.
- Have been manufactured under continuous supervision and control according to the control plan agreed to between the Supplier and GRUPO ANTOLIN during the implementation of the project.
- The results of these controls are made available to GRUPO ANTOLIN upon request.
- Any change to the aforementioned control plan during the series must be approved by GRUPO ANTOLIN.

The Supplier undertakes to keep GRUPO ANTOLIN protected from any demand, complaint, campaign or any other action which could be the direct or indirect consequence of a manufacturing fault and/or defect in the goods attributable to the Supplier.

In accordance with the extent of the Supplier's responsibility they reimburse GRUPO ANTOLIN all the costs incurred including (however not limited to) the following concepts:

- Management costs.
- Costs of spare parts.
- Transport costs.
- Costs of the replacement and / or recall of parts.
- Costs of physical injury, material or economic damage caused to third parties as the result of negligence or error by the Supplier or their employees and subcontractors in the design, manufacture, the materials and/or in the supply of the products which are the subject of this contract.
- Costs of the resulting damage of a breach of any standard applicable to business, facilities and operations carried out by the Supplier.
- Any other demand resulting from acts or omissions by the Supplier or their employees and subcontractors.
- Other costs incurred by GRUPO ANTOLIN as the result of complaints, returns, repair campaigns for vehicles under warranty, etc., resulting from a breach by the Supplier of the stipulations of this agreement.

The Supplier contracts an insurance company of recognised solvency for the cover of any insurable liability according to the terms of this agreement.

At GRUPO ANTOLIN's request the Supplier provides evidence of the existence of such an insurance policy and the conditions therein.

The Supplier must allow GRUPO ANTOLIN access to all information generated as the result of a complaint being made and resolved or a guarantee demand resulting from a breach of the stipulations of this agreement for the supplied product or services.

2. DETERMINING THE EXTENT OF LIABILITY (Technical Factor)

In order to determine the extent of the Supplier's liability for faults which lead to warranty claims, joint analyses of the returned faulty products are carried out. These analyses are performed on GRUPO ANTOLIN's premises or on the Supplier's premises as decided by GRUPO ANTOLIN.



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The Supplier's representatives must be technically competent for the analysis of the faulty products and have a sufficient level of responsibility to ensure that they are able to sign the agreements made and the corresponding minutes which result from these analyses.

The parties involved in these analyses are:

- Supplier
- GRUPO ANTOLIN
- Customer of GRUPO ANTOLIN, whether it is a company assembling the component or a company assembling the vehicle (OEM).

GRUPO ANTOLIN reserves the right not to participate in the actual analyses as well as to invite the Customer and/or the OEM or final vehicle assembler or not.

GRUPO ANTOLIN sends the faulty parts or a sample to the Supplier or asks the Supplier to perform an analysis on Grupo Antolin's premises. In this case the results are recorded in the meeting minutes and signed by both parties.

If the Supplier receives the faulty products for analysis on their own premises they must send the results of the analyses within 20 days after having received the faulty products. If this period elapses before the Supplier gives the results of the analyses and notifies GRUPO ANTOLIN, the extent of the Supplier's liability is automatically considered as 100%.

GRUPO ANTOLIN approves or rejects the result of the Supplier's analyses. In the event of approval, the extent of liability applicable to the Supplier is established according to the result by using the following formula:

TF = [(A + 50% DNR) / TOTAL] x 100

- TF** = Technical factor
- A** = Number of cases analysed Supplier's liability
- DNR** = Number of cases analysed the defect of which could not be reproduced
- TOTAL** = Total of analysed cases

In the event that GRUPO ANTOLIN does not approve the result of the Supplier's analyses the cases analysed which are not accepted by GRUPO ANTOLIN are considered as cases in "litigation".

The Supplier has 30 additional days (as from the official rejection by GRUPO ANTOLIN of the first analysis). This additional deadline is used by the Supplier to draw up and submit a technical dossier which proves non-liability for the open cases in litigation.

Should this dossier also be rejected and justified by GRUPO ANTOLIN, a TF of 50% is automatically applied to these cases.

For new projects the input value of the TF is 100% until the first analysis of discredited parts has been carried out and the "Technical Factor" has been established which is then applied retrospectively from the start of product manufacture. This "Technical Factor" is applicable until the new analysis has been done.

In successive review agreements the corresponding TF is established and is valid as from the date of the agreement.

Both parties could request a new analysis to be performed.

Taking into account the TF, GRUPO ANTOLIN calculates the amount of the invoices to be sent depending on the costs incurred as the result of existing complaints and the agreed TF.

GRUPO ANTOLIN reserves the right to request the return of the products provided for the purposes of the analysis. The Supplier must return them, as far as possible, in the same condition as they were received. The issuer (GRUPO ANTOLIN / Supplier) always bears the transport costs.



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3. WARRANTY PERIOD

The warranty period applicable to the products supplied to GRUPO ANTOLÍN is 5 years as from the product production date by the Supplier and the official complaint from the dealer. This warranty period is valid provided that no longer period is specified in the supply contract, technical specifications or product drawings.

The Supplier always guarantees that the time that has elapsed between the manufacture of the product and its receipt by GRUPO ANTOLÍN is the minimum possible. This is achieved by using FIFO supply management systems whilst bearing in mind agreements regarding the volume of minimum stock.

4. PROCESSING THE WARRANTY COMPLAINTS

Regardless of economic aspects and calculations on the extent of liability, the Supplier carries out the analysis of the defects in order to identify causes and decide on immediate actions and the required corrective actions. The Supplier documents and informs GRUPO ANTOLIN of the intended measures and/or those already adopted by submitting problem solving reports such as 8D.

The causes, immediate actions, corrective actions, those responsible for implementation and the execution plan must be documented and reported to GRUPO ANTOLIN along with the result of the analyses described under item 2 of this agreement. Should the analysis of the discredited parts be carried out in conjunction with GRUPO ANTOLIN, the Supplier has 8 days, after joint analysis, to draw up and send GRUPO ANTOLIN the problem-solving report, type "8D".

GRUPO ANTOLIN reserves the right to approve or reject the measures and actions proposed by the Supplier.

If the corrective actions affect the process or the product, the Supplier must submit new samples to GRUPO ANTOLIN.

5. WARRANTY CRISIS - CAMPAIGNS

GRUPO ANTOLIN decides and informs the Supplier when a complaint under warranty becomes a "warranty crisis". This is when the product defect in question could affect personal safety, a legal requirement has been breached and /or could affect the image of GRUPO ANTOLIN or of the OEM (builder/assembler of the vehicle).



The OEM, in conjunction with GRUPO ANTOLIN, decides on a case by case basis whether a "warranty campaign" is to be initiated or not. This could consist of the following:

- Campaign for non-compliant product replacement and/or recall
- Campaign for verification or repair without replacement of the non-compliant product

The Supplier must immediately confirm whether the possibility of a non-conformity of their products causes risks or hazards for the safety of vehicle users.

GRUPO ANTOLIN informs the Supplier as required as to when a "warranty campaign" is to be initiated. In this case the Supplier bears the costs which are incurred from the campaign as indicated in section-1 of this agreement according to the extent of liability for the non-conformity which is the cause of the problem.

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SECTION	DOCUMENT NO.	DESCRIPTION	DOCUMENT
MP-4	I-P082-W I-P082-X	Parts Modification Tooling Modification	 I-P082-W PARTS MODIFICATION.xls  I-P082-X TOOLING MODIFICATION.xls
MP-6	I-MP6-A	PPQA Phases - Supplier / Project	 MP-6.zip
	I-MP6-B	PPQA Documentation - Supplier / Project	
	I-MP6-C	Supplier Quality Commitment	
	I-MP6-D	Production Capacity Study	
	I-MP6-E	Supplier Progress Monitoring	
	I-CAB2-05-A	Control Plan	
	I-CAB2-08-A	Process FMEA (Page-1)	
	I-CAB2-10-A	First Sample Report	
	I-CAB2-10-B	First Sample Report	
	I-CAB6-07-B	Special Delivery	
	I-P014-II-A	Product Deviation	
	I-P015-C	Process Audit Report	
I-P061-I	Devices List		
I-P063-O	PPQA Planning - Product Supplier		
MP-8	I-P082-T I-MP8-A	Non-conformity Report Notification/Acceptance of Charges Borne by the Supplier	 I-P082-T NON CONFORMITY REPORT  I-MP8-A NOTIFICATION ACCE
MP-9	I-MP9-A	Logistical Conditions Sheet	 I-MP9-A LOGISTICS CONDITIONS SHEET.x
MP-11	I-MP11-A	Tooling Specifications	 I-MP11-A Tooling Specifications.xls