Content

GRUPO ANTOLIN APPROVAL	SUPPLIER APPROVAL
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INTRODUCTION

This Supplier Manual (MP-01) describes the organisation system that regulates the relations between GRUPO ANTOLIN (hereinafter GA) and the Suppliers, in order to improve the results of the business, aimed at achieving the ultimate goal of full satisfaction of our Customer and main interest groups.

This Manual establishes the requirements to be met by the GA suppliers and describes the operating modes between GA and its SUPPLIERS, to be applied through the GA-SUPPLIER relationship.

This Manual is applicable as of its date of publication and any Supplier must communicate in writing any deviation to the requirements established therein within a period of less than one month from its release.

For these effects GA means GRUPO ANTOLIN IRAUSA, S.A. as the parent Company and the Companies belonging to its group, the group of companies being understood as established in the Spanish mercantile legislation.

The SUPPLIER must ensure that all requirements described in this document will be respected by itself and by its supply chain.

This Supplier Manual (MP-01) and its acceptance by the Supplier is binding to be an active supplier in the GA Provider Panel and to be nominated for future projects and / or services.

Section 2.1 RESPONSIBILITIES - SUPPLIER TYPE specifys the sections that affect each Supplier depending on the Product and / or Service to be supplied.

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1. GENERAL PRINCIPLES OF THE GRUPO ANTOLIN-SUPPLIER RELATIONSHIP

This Manual is based on the respect of the following fundamental principles:

EACH PRODUCT, EQUIPMENT/TOOLING AND / OR SERVICE DELIVERED TO GA BY THE SUPPLIER IS CONFORM.

Compliance control by the Supplier must ensure the product, Equipment/Tooling and / or service both in development and in series production. GA may require testing of such controls.

The Supplier also undertakes that their materials, components, products and services comply with applicable laws, regulations and directives in the countries of manufacture, transit of goods, destination of supplies and marketing of the product delivered to the OEM.

RESPONSIBILITIES BETWEEN GA AND THE SUPPLIER ARE CLEARLY IDENTIFIED:

GA is responsible for:
- Defining the requirements for the supply of the Product, Equipment/Tooling and / or Service.
- Selecting the Supply Supplier.
- Piloting the relationship between GA-Supplier throughout the development and serial life.

The SUPPLIER is responsible for:
- Meeting its contractual commitments both in development and in series life.
- Selecting and managing their suppliers throughout the supply chain.
- Ensuring the conformity of the Product, Equipment/Tooling and / or service delivered to GA.

TRANSPARENCY AND OBLIGATION OF REPORTING

The SUPPLIER agrees to:
- Make problems visible.
- Report without delay of any detected anomaly.
- Establish immediate actions to such detection.

2. GENERAL REQUIREMENTS

2.1- RESPONSIBILITY BY TYPE OF SUPPLIER

GA ranks Suppliers into four major groups:

- **Production Material Supplier**, for those Suppliers that supply materials and / or components delivered to GA and that form part of the structure of the Final Product delivered by GA to Customer (usually OEM). Generally this includes raw materials, components, non-returnable packaging.
  Note: Production Material is also understood as those semi-elaborated that supply Suppliers as subcontracted steps of the Process.

- **Non-Production Material Supplier**. Material that is not part of the structure of the products manufactured by GA.
Generally this includes materials and / or components of devices such as oils, spare parts, etc.

- **Equipment/Tooling**. For those Suppliers who supply some Equipment/Tooling.
In general it includes Suppliers of Equipment, Devices and production tools, Returnable packaging, Control Means, Furniture, etc.

- **OEM Direct Services:** those that affect the Customer requirements such as Sub-assemblies, Sequencers, Selection, etc. Suppliers who send parts to the final Customer of GRUPO ANTOLIN on their behalf are also considered OEM Direct Services.

- **Service Supplier:** For those Suppliers that provide services not included in the previous sections such as selection, transport, repairs, calibration...

	Production Material	Non Production Material	Equip./Tooling	OEM Direct Services	Others services
Introduction	A	A	A	A	A
1. General principles of the GA-supplier relationship	A	A	A	A	A
2. General Requirements	-	-	-	-	-
2.1.- Responsibility by the type of Supplier	A	A	A	A	A
2.2.- Corporate Social Responsibility	A	A	A	A	A
2.3.- Confidentiality and Security Information	A	A	A	A	A
3. Supplier Panel Management	A	A	A	A	A
4. Process offer and allocation contract.	A	A	A	A	A
4.1.- Process offer and supply contracts.	A	A	A	A	A
4.2. - General Conditions of Purchase	A	A	A	A	A
5.- Product Development and Process.	A	N/A	A	A	A*
5.1.- Responsibilities in Projects	A	N/A	A	A	A*
5.2.- Production Material Suppliers APQP follow-up	A	N/A	N/A	N/A	N/A
5.3.- Investment Suppliers APQP follow-up	N/A	N/A	A	N/A	N/A
5.4.- Others Suppliers APQP follow-up	N/A	A	N/A	A	A*
5.5.- Acceptance of Initial Samples / Investments / OEM Direct Services	A	N/A	A	A	N/A
5.6.- Modifications in Development	A	N/A	A	A	N/A
6.- Delivery Series Production	A	A	A	A	A
6.1.- Monitoring Quality Series	A	N/A	A	A	N/A
6.2.- Logistics Conditions	A	N/A	A	A	N/A
6.3.- Payment to Suppliers	A	A	A	A	N/A
6.4.- Controls, Inspection and Testing during the Life Series	A	N/A	A	A	N/A
6.5.- Management changes in series and their approval	A	N/A	A	A	N/A
7. Management of Spare Parts	A	A	A	A	N/A
8. Warranties Agreements	A	A	A	A	N/A
9. Annex	A	A	A	A	A

* According to the type of service (specially for consultancy companies performing Key Processes)

LEGEND:

A: Applicable

N/A: Not Applicable

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2.2- CORPORATE SOCIAL RESPONSIBILITY

GA is fully committed to Sustainability in our supply chain. We need the strong and unconditional commitment of all of our Suppliers making up GA, to be a responsible Company and community partner.

All these principles are considered in the I-MP2-A, SUPPLIER CODE OF CONDUCT as a guideline that summarizes our firm commitment to comply with human rights, working conditions, business ethics and environmental issues.

GA expects all Suppliers to acknowledge, understand, communicate and train these guidelines through their organizations, respect and follow them in their daily activities while also cascading these principles down through their supply chain.

We are making these guidelines available in the GA Supplier Portal, I-MP2-A, SUPPLIER CODE OF CONDUCT, which shall be duly accepted and signed by Suppliers.

Restricted substances:
Supplier must ensure compliance with the Regulations regarding the use of substances of restricted use-prohibited (heavy metals ...) that affect them.

In this aspect, the Supplier undertakes to apply the European Regulation REACH 1907/2006 EC on the Registration, Evaluation, Authorization and Restriction of Chemicals for products manufactured and / or marketed in the European Union.

Supplier is responsible for complying with Customer's additional requirements for lists of prohibited, restricted and controlled substances as well as associated reporting requirements to evidence compliance.

Likewise, the Supplier must ensure compliance with the GA I-P081-F, CONFLICT MINERALS POLICY, based on the Dodd-Frank Wall Street Reform and Consumer Protection Act of August 22, 2012 (USA) concerning the conflicting minerals (Tin, Tantalum , Tungsten and Gold) from the Republic of Congo and bordering countries. To this end, the Supplier undertakes to provide information regarding the use and origin of these minerals and to request this requirement to its supply chain. The Supplier shall report this information about Mineral Conflicts to the GA Supplier Portal.

The Supplier ratifies these compliance by issuing its compliance with this Supplier Manual.

2.3- CONFIDENTIALITY AND INFORMATION SECURITY

GA considers as confidential all matters dealt with its Suppliers and requires of them the same treatment, as well as its Commitment of Confidentiality.

The issues are:
- Economic conditions
- Technical aspects
- Technological Trends
- CAD Drawings / Designs
- Prototype parts and any pre-part parts
- Others that GA expressly defines

These issues cannot be brought to the attention of third parties without GA's written authorization.

The exchange of information shall be made exclusively through the channels established by GA, which ensure the correct control of access to the shared information.

The Supplier is responsible for maintaining the Confidentiality of all matters related to the Projects assigned to it by GA.
Supplier agrees to apply the I-P114-F, INFORMATION SECURITY SUPPLIER GUIDELINES, as well as those of their Customers that will be transmitted when they apply, in the Request for Quotation (RFQ). Supplier shall comply with the changes performed in this document, being its responsibility to keep up with the update of next revisions, informing to GA if changes are not accepted.

GA reserves the right to request from the Supplier information on the application of the Safety Guidelines and the possibility of performing audits to the Supplier to verify compliance.

In the event that the evidence or audit is inconsistent with the Security Guidelines, the contract is not issued until the Supplier solves the issues.

It is also responsible for having the material means necessary to ensure confidentiality in sending information and prototypes, as well as the means to ensure the physical protection of documentation related to the Projects.

Supplier shall ensure in its supply chain compliance with GA requirements on Information Security Guidelines to avoid loss of confidential Project information.

Supplier ratifies this Commitment by issuing its agreement with this Supplier Manual.

NOTE. - In the cases in which GA expressly requires it, it will be necessary to sign a specific Confidentiality Agreement with the Supplier.

3. SUPPLIER PANEL MANAGEMENT

GA requires a Suppliers Panel capable of guaranteeing the Quality, Service and Price of Products and / or Equipment/Tooling supplied, in compliance with the established requirements.

The process of selecting a Supplier candidate to be included in the Supply Panel depends on the product supplied or service performed and is defined by GA in each case in its discretion.

INCLUSION IN THE GA SUPPLIERS PANEL: CRITERIA

To be part of the GA Suppliers Panel, the following steps are required:

1. To apply for registration through the Suppliers Portal of GA at www.grupoantolin.com/, in the Suppliers section and to send the required information at least regarding the following issues:

1. General Information and administrative
2. Information on the activity - products and services offered, establishment date and Financial Capacity
3. Reserarch and Devepment Capacity
4. Quality and Admistration Capacity
5. Technological Capacity

LEGEND:
A: Apply
N/A: Not Apply

Production Material	Non Productiion Materia	Equip./Tool.	OEM Direct Services	Others services
A	A	A	A	A
A	A	A	A	A
A	N/A	A	A	A*
A	N/A	A	A	A*
A	N/A	A	A	A*

* According to the type of service (especially if we are talking about consultants who develop Key Processes)

2. To fulfill the requirements of Certification of the Quality System, according to the following table:

SUPPLIER	MINIMUM	DESIRABLE
Production material: Raw materials, parts and components with their tooling and packaging	*ISO 9001*	*IATF 16949*
Equipment / Toolings	-	ISO 9001 / ISO 14001 / ISO 45001
No Production Material	-	ISO 9001
Services	-	ISO 9001 / ISO 14001 / ISO 45001
Development and Design Service	ISO 9001	IATF 16949
Transport Service	-	ISO 9001 / ISO 14001 / ISO 45001
Direct service to end customer (OEM) (Assembly, Sequenced or delivery of parts on behalf of GRUPO ANTOLIN)	ISO 9001	IATF 16949
Sorting and/or Repair of pieces Service	ISO 9001	IATF 16949
Test and/or Calibration of Inspection and Test Means Service	ISO-IEC 17025 or its national equivalent	-

(*)Other specific certifications required by OEMs are analysed during the quotation process.

3. *Compliance with Conflict Minerals regulation and with the Conflict Minerals Policy of GRUPO ANTOLIN according to I-P081-F, CONFLICT MINERALS POLICY. CMRT "Conflict Minerals Report" must be yearly available only for Suppliers of production material of purchasing families included in the "SAP Families with 3TG contain BUYONE" List*.
4. To accept the Supplier Manual.
5. Official document of Account Holder certificate issued by a banking institution.
6. *Acceptance of the Bilateral Secrecy Agreement (NDA) between Grupo Antolin and Supplier.*
7. *Acceptance of Supplier Code of Conduct.*

In the established cases by GA, it is possible to perform an audit to the Supplier made by Authorized Personnel of GA.

Once all of the above aspects have been evaluated, GA decides on the approval of this request and informs the Supplier its decision GA Suppliers Panel.

Updating Information in the Suppliers Portal:

Once approved for entry into the GA Supplier Panel, the Supplier is responsible for maintaining up to date information on the following:

- Information about new or renewed certifications.
- Changes in ownership, control or organizational structure or contact information.
- Any significant changes to information previously sent.

SUPPLIER DEVELOPMENT IN THE PANEL

When a Supplier is selected for development in the Annual Strategic Committee, GA requests an Action Plan from the Supplier in order to meet the defined requirements for acceptance, within a defined period of time. After implementation of the Action Plan, the process of analyzing Supplier inclusion will re-start

GA has an objective to develop, implement and improve the Quality Management Systems of its Suppliers in accordance to ISO 9001 with the ultimate objective of IATF 16949 certification.

In order to achieve this, GA has a specific process that will have to be followed by the selected suppliers.

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EXCLUSION OF THE GA SUPPLIER PANEL

A Supplier can be blocked in the GA Supplier Panel for new quotations, when it is listed with Special Status as "Supplier in Business Hold".

A Supplier may be removed from the GA Supplier Panel, when it is designated as "Out of Business".

These classifications are achieved by a former Supplier as a result of a breach of their obligations, among others:

- Failure to comply with any of the criteria for selecting and updating the information requested.
- Unsatisfactory result in the continuous assessment (Quality, cost, term) made by GA after verifying, at escalation meetings, that the action plans launched by the Supplier have not been effective.
- Failure to comply with economic and contractual commitments.
- Strategic decision of the Company.

This decision will be communicated by GA to the Supplier in writing when deemed necessary.

4. SUPPLIER QUOTES AND PURCHASE ORDERS

Suppliers must be registered, accepted, and approved by the Buyer/GA according to Section 3 of this Manual to be considered for offers, electronic quotations, and possible contracts.

4.1- QUOTATION PROCESS AND SUPPLIER CONTRACTS.

a) **Supplier will receive Requests for Quotation (RFQ)** via the Suppliers Portal or by alternative electronic means (email or otherwise).

Requests for quotes shall be accompanied by the corresponding technical documentation and other information of the project and/or logistics requirements.

Confidential documentation and/or information will only be sent via secure channels (DAXS or other established channels) that prevent unauthorized access.

b) **Supplier will quote the Offer Request** with the specified option being valued positively for the decision of nomination, those suppliers that offer alternatives improving the competitive position of GA.

The Supplier must bid on the standard format of GA available on the Suppliers Portal or on the format received on the Offer Request.

Feasibility: By sending a quote, the Supplier considers the product and/or equipment/tooling and/or the service offered to be feasible according to the specified requirements

Feasibility analysis should be performed prior to send the offer. Any deviation on the demanded requirements should be highlighted and communicated in writing in the offer.

c) **GA decides on the nomination** of Suppliers through multifunctional teams. These teams are taken into account, among others, the following factors:

- Results of Quote Evaluation (for example: Price, Term, Technical Solution, Logistic Proposal)

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- Price, tools and services in the whole of the project.
- Continuous evaluation of Supplier: through the Quality indicators and relevant Deliveries (example: incidents, PPMs, Supplier Quality Index,...)

- Capacity of the Supplier Quality System through its certifications or self-evaluations and assessments performed by GA.
- Technical Capacity of Supplier and Risk assessment for the uninterrupted supply of conforming product.
- Performance in development and management of previous projects (if any)
- Capacity of Software development where appropriate.
- Compliance with Information Security Guidelines.
- Proposals for improvement made by the Supplier (Quality, Feasibility, Cost, etc.)
- Financial stability.
- Price reductions.

d) **Contract** :

Once the decision about whether a Supplier will be awarded with a contract by GA. GA Representative shall issue the Contract preferably in the IT application or in the form I-P082-O/P/Q, SUPPLY CONTRACT.

GA will send the Contract and the parties will sign it.

Note: The GA contract format should always be used, which will include the applicable General Purchase Conditions and may include attachments needed to clarify the contractual relationship which proceed according to the activity.

GA reserves the right to terminate the contract with the supplier that repeatedly fails to comply with the commitments undertaken.

e) **Improvement objectives**:

Regardless of contractual objectives, Suppliers will work with GA to achieve improvement objectives (on price, quality, etc.) to maintain competitive advantage in the market and in response to customer requirements.

For this purpose, the Supplier shall cooperate with multidisciplinary teams in GA by providing any necessary information.

f) **Regulatory and Statutory / Safety and Regulatory Products**

In addition to aforementioned considerations in contracts or other sections of the Suppliers Manual, the Supplier must meet the following requirements for projects awarded by GA:

- To apply all pertinent law and regulations in the country of manufacturing, country of delivery and countries of marketing/sales by the OEM. The Supplier must submit evidence of compliance to GA upon request. Information about GA Customer specific requirements/controls for certain products will be provided to the Supplier to ensure compliance.
- To maintain and comply with a list of material standards and regulations. In cases where such compliance is in doubt, GA reserves the right to review compliance audits.
- To maintain a list of products affected by said regulations and security characteristics. Such characteristics should be clearly identified and highlighted in documentation, records and affected process phases.
- To maintain the appropriate systems to track and record product or equipment traceability.

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- *To carry out controls, inspections, capability studies and relevant tests to demonstrate continuous compliance to requirements, including regular re-qualification tests and activities related to product safety and statutory/regulation requirements (unless otherwise agreed with the GA representative).*

- To maintain liability insurance in compliance with the insurance clause outlined in the General Purchase Conditions.

Supplier must ensure the transmission to its supply chain of information on applicable legal and regulatory requirements as well as product management requirements affected by Regulations and Security Characteristics.

g) **Software and Products with Embedded Software**

Suppliers of Software for automotive products and Suppliers of Products with embedded Software, must implement and maintain a process for the assurance of the quality of Software in their Products by using international standards (i.e. Automotive SPICE).

These Suppliers should use a methodology of evaluation of Software development and keep records of performed self-assessments by using international standards (i.e. Automotive SPICE).

GA determines according to the risk and the potential impact on final Customer the review of information provided by the Supplier and the right to conduct audits to verify its compliance.

4.2. - GENERAL TERMS OF PURCHASE

The document I-P082-AC, GENERAL TERMS OF PURCHASE for the countries of goods destination, they contain the general terms of purchase which are available in the Suppliers Portal at latest level. The decision of the Supplier to quote implies the acceptance of these terms.

5.- PRODUCT DEVELOPMENT AND PROCESS

5.1.- RESPONSIBILITIES IN PROJECTS

Production Material, Equipment/Tooling and Direct Services to Customer:
Suppliers should assign and provide the contact information of an authorized individual or Project Manager that will manage the channel of communication with GA for each project.

This individual must have the capacity to deliver all of the necessary elements to cover the Advanced Product Quality Planning - Process (APQP) and transmit all of the necessary information from their company.

This individual will also be responsible for maintaining contact with the GA Project team to ensure a channel of communication.

When necessary, GA will directly request on-site support during the launch of a new project. Support may also be required during pre-series manufacturing. The designated individual must have precise knowledge about the supplied parts and manufacturing process.

Technical information communication
The Supplier shall provide the CAD information in the system defined by GA.
In the event that CAD systems are not available, the Supplier may request support from GA, which will budget for the design work to be performed.

Non-Production material / Services:

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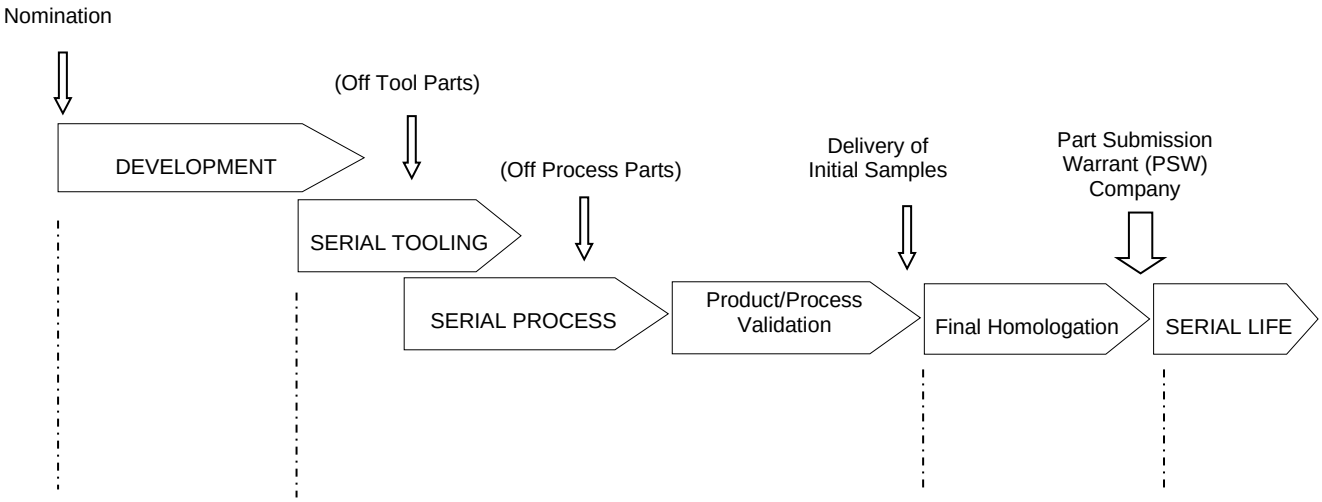
Suppliers should provide the contact information of an individual that has been designated as a point of contact between the Supplier and GA for each service or non-production material provided. This individual must have the capacity necessary to address any issues with the service or non-production material as needed.

5.2.- PRODUCTION MATERIAL SUPPLIERS APQP FOLLOW-UP.

The Supplier shall meet the requirements of its certified System (ISO 9001 and/or IATF 16949). For Suppliers only certified to ISO 9001 (or without QMS certification), they shall meet additionally the requirements described in the version in force of Minimum Automotive Quality Management System Requirements for Suppliers (MAQMSR) available on IATF website. This requirement is to be transmitted to the Supplier's Supply Chain.

Supplier of Production Material must meet the following conditions, fulfilling GA needs from the Project Management phase to the acceptance of the initial samples, including the pre-series and first series deliveries.



APQP PROCESS			
DEVELOPMENT	**MANUFACTURING**	**HOMOLOGATION**	**SERIAL LIFE**
* Prototypes * Special Samples	* Initial parts with definitive tooling (not 100% finished) * Initial parts with definitive tooling (100% finished) * Initial parts with definitive tooling + definitive process (100%) * Rest of batches (between Initial Parts and Initial Samples)	* Initial Samples	

- Development and Special Samples: any part manufactured with non-definitive tooling.
  There will be a kick-off meeting with the GA representative (some purchase families) to clarify development timelines and requirements.

- Industrialization:

  - **Off Tool Parts**:
    They are the first parts made with 100% definitive serial tooling available and in conditions representative of the series. The pieces will have the conformity degree necessary to initiate the Product Validation Plan for the agreed tests. They will be accompanied by the required control reports and documentation.
    Note: for some tools there may be first parts of definitive tooling without engraving and another similar milestone with engraving.

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- **Off Process Parts**:
  They are the first parts manufactured with validated tools and definitive serial process 100% available.
  Note: The process must have serial conditions on at least one production line and one production shift.
- **Process Validation,** is done through process evaluations and the capability to achieve the product quality and production capacity according to the requirements.

- Homologation:

  - **Product Validation,** through presentation of Initial Samples taken from a significant production. They must comply with the requirements established in Section 5.5 of this Manual.

For production equipment/tooling used by the Supplier to make production Material, the APQP monitoring is performed according to section 5.3.

In addition, the documents defined in I-MP6-B, APQP DOCUMENTATION - SUPPLIER / PROJECT, should be prepared and submitted to the APQP / PPAP IT application available at the Supplier Portal, making them available to GA when required during different Project phases and shipments.

The Supplier performs a Project plan that must be returned in the form I-P063-O, APQP SUPPLIER PLANNING to the GA representative for their project, and documents progress in the platform GA APQP system. GA representative reviews the APQP documents approving them throughout the project.

During APQP, any costs associated with delays under Supplier responsibility, may be passed on to the Supplier.

One of the milestones during the APQP process is the presentation of initial samples for product approval (see corresponding section in the Manual).

The Supplier must use the following mandatory GA format documents when required by GA:

I-P104-II-A,	PRODUCT-PROCESS DEVIATION (in case of deviations)
I-P10-VII-B,	SPECIAL DELIVERY
I-MP6-C,	SUPPLIER QUALITY COMMITMENT
I-MP11-A,	TECHNICAL DATA SHEET OF THE MEAN
I-P07-II-A,	PACKAGING DATA SHEET
I-P10-IX-A,	INITIAL SAMPLES REPORT
I-P10-IX-B,	INITIAL SAMPLES REPORT (Annexation)
I-P061-I,	DEVICES LIST

In Section 9, Documents – Exhibits List, there are attached other documents that can serve as reference and suppliers support, in case of not having its own model, to document certain activities.

The documents cited are, among others, the following:

I-MP6-D,	PRODUCTION CAPACITY STUDY
I-MP6-E,	SUPPLIER PROGRESS MONITORING
I-P10-I-A,	CONTROL PLAN
I-P061-V-B,	*FMEA PROCESS*
I-P063-O,	APQP PLANNING – PRODUCT SUPPLIER

Templates included in Section 9**, Exhibit** or the corresponding IT application.

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Note: Tracking project APQP and initial samples (homologation) management is carried out according to management established by GA. When the Customer requires some additional specific requirement in the Project Management or on the Production Part Approval Process (PPAP or other), it is communicated to the Supplier during the Quoting Process and is properly managed by adding it to the standard management of GA.

Management of Sub-suppliers:
The Supplier shall perform following activities with its Supply chain:

- *Any applicable requirement from its certified Quality System (IATF 16949, ISO 9001, etc) and MAQMSR.*
- *To ensure that milestones and projects requirements transmitted are consistent with GA Project needs.*
- *To cascade and ensure conformity of the applicable CSR requirements*
- *To perform APQP and PPAP process unless otherwise agreed with GA representative.*
- *To transfer them any applicable requirements, among others, the following ones:*
  - *The need to perform APQP and PPAP with their Suppliers (Tier-n)*
  - *The need to perform the Traceability and defined controls while keeping the related records during the established retention periods.*
  - *Management of Non conformities.*

Production Equipment/Tooling linked to Supply Contracts for Production Material:

Production Equipment/Tooling that are temporarily held and/or managed by the Supplier, belonging to GA or GA's customers, which are transferred, on loan or a bailment for the production of material to be delivered to GA are defined as follows:

1.- Production Equipment/Tooling management

A signed and accepted Contract of Productive Material is mandatory for the production of associated equipment/tooling (production devices, control and test devices, returnable packaging, etc…).

The signed Contract and Production Equipment/Tooling Title must be uploaded into the corresponding IT tool in the GA Supplier Portal by the Supplier.

All Suppliers must establish technical specifications and planned capacity for each production device, and document this in I-MP11-A, TECHNICAL DATASHEET OF THE MEAN. The Supplier will maintain updated records of this document in the GA Supplier Portal.

Suppliers must establish and implement a Management System for Production Devices for maintenance, storage, installation, program changes and modifications. The Supplier must guarantee the quality and integrity of the production device after all changes are made by Supplier, and that these changes will not affect the property of GA or its customer.

GA reserves the right to approve or refuse the sub supplier of a Production Equipment/Tooling.

The Supplier cannot deliver, remove, sell or use the production device for purposes other than expressly written in the GA Contract and without prior written consent from GA.

All tool designs are owned by GA and are to be treated as confidential.

2.- Production Equipment/Tooling Identification

All production and control devices must be permanently identified to make identification of GA or its Customer property clearly visible. For this purpose a nameplate per I-P032-C, PRODUCTION AND CONTROL MEANS NAMEPLATES must be installed.

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3.- Construction and maintenance

Standard tooling:
All of the production devices must be built according to documented specifications and in accordance with the standards and specifications defined by GA when required. In case of any doubts, the Supplier must contact their GA representative.

Preventive maintenance:
The manufacturer of the production device will identify adequate maintenance standards in corresponding documentation.

Production devices that have been sold in a loan or bailment arrangement that will produce material for GA should be kept in a condition that guarantees compliant parts for the duration of an agreed upon lifetime. Preventative maintenance and historical tooling documentation must be documented and available for review at all times.

Production Equipment/Tooling inspection:
GA reserves the right to inspect production devices and corresponding maintenance at the location.

5.3.- FOLLOW-UP APQP EQUIPMENT/TOOLING SUPPLIERS

The equipment/tooling capital requirements (production and control devices, returnable packaging, equipment and tools) will be set forth in the specification document.

The tool and equipment supplier is responsible for developing, maintaining and updating APQP planning relating to the tool and equipment, and documenting it in I-P063-P, SUPPLIER APQP PLANNING – SUPPLIER MEANS or another template with the same purpose.

For tools and equipment relating to production devices and returnable packaging, documentation is sent to the Process Engineer and to the Quality Engineer for control devices respectively, upon request, who in both cases confirm its conformity.

Monitoring will occur throughout the process, as established phases are fulfilled, until the tool and equipment acceptance (see corresponding section in the Manual).

5.4.- OTHER SUPPLIERS APQP FOLLOW-UP

For Suppliers of non-production material and/or general services, a GA representative will carry out appropriate follow up activities with the Supplier according to defined plans outlined in the contract.

For Suppliers that provide direct services to the customer, please proceed as follows:

- Suppliers of end-items and assembly and sequencing services must perform APQP planning and documentation per the form, I-P063-R, APQP FOLLOW-UP – DIRECT SERVICE TO CUSTOMER, which is to be sent to the GA representative assigned to the project, in addition to all relevant documentation until the final approval of the Special Service to the Customer. (See specific section of the Manual).

- Suppliers for sorting, re-work, calibration or transportation need not apply the APQP process, they will only need Special Service approval (see specific section of the Manual).

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5.5.- ACCEPTANCE OF INITIAL SAMPLES / EQUIPMENT/TOOL/ SPECIAL SERVICE

Production Material:

The Supplier will send documentation related to the presentation of Initial Samples (PPAP) defined in I-P10-VII-A INITIAL SAMPLES DELIVERY REQUIREMENTS through the APQP/PPAP IT tool, available in the Supplier portal.

*Note: The Validation Plan provided in the Initial Samples dossier is to be executed by an external laboratory accredited according to ISO 17025 or its national equivalent (by an Accreditation Body (Signatory) of the **ILAC MRA** (International Laboratory Accreditation Forum Mutual Recognition Arrangement – www.ilac.org). In another case and prior to use it, the Supplier must notify GA who will study the situation to authorize it*.

After reviewing all documentation, GA Initial Samples Pilot authorizes the Supplier to deliver physical parts to a location designated by GA for review and consistency with documentation.

Upon determination of compliance, the GA Quality Manager approves the initial samples and reports this to the PPAP Pilot.

The established criteria is:

- **Approved** (A), comply with all the requirements.
- **Approved with conditions (AC),** the part does not meet some of the requirements, but it is usable / functional, in accordance with the approved temporary derogation/deviation and the conditions defined therein. Supplier must stablish the actions and set new date for Initial Samples submission.
  The use of parts in this status by the Company does not relieve the Supplier of the consequences of possible defects or incidents created by these parts.
- **Rejected (R),** the part does not comply with any requirement, and it is not usable / functional. It is urgent to establish an Action Plan, and set a new date for Initial Samples submission.

Otherwise, the Company will inform the Supplier and the PPAP Pilot about the rejection of initial samples and corresponding reasons in order for the Supplier to manage deviations through the corresponding action plan until a new Initial samples submission. Likewise, the Supplier must implement immediate actions to guarantee the conformity of the product or equipment by the next deliveries.

The Supplier must require a Product Deviation using I-P104-II-A, PRODUCT - PROCESS DEVIATION to supply parts out of specification for any other delivery, regardless the status of Initial Samples Approval.

Equipment / Toolings Approval:

Specifications Dossier is sent by the buyer to the Supplier, attached in the Request of Quotation.

The Specifications Dossier of production means and returnable packaging is part of the documentation accompanying the Supply Contract.

Supplier warrants that the Production Means and returnable packaging comply with all requirements established in Specifications Dossiers, validating whenever necessary that, the production equipment/tooling have the capability to operate and manufacture products in compliance with specifications and are able to meet any special characteristics or features of the product prior to delivery at the intended destination.

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A provisional acceptance of the equipment/tooling may be carried out by an authorized GA representative in order to release it for delivery to its designated location.

Supplier sends the Production Mean Company of destination together with the delivery of the following documentation:

- Drawings of Constructive Project and CAD data (Assembly and sub-components)
- Provisional preventive maintenance Conditions
- Detailed list of parts subject to wear
- Capability Studies, requested when applicable
- Another type of documentation required in the Specifications Dossier

With the equipment at destination, a definitive validation of the equipment is carried out, verifying compliance with the Specifications and the capacity of the equipment to produce confonforming product.
The Quality Department of Company decides on the final acceptance of the production equipment/tooling, registering their decision in I-P032-D, PRODUCTION DEVICES ACCEPTANCE REPORT which sends to Supplier.

In the event of non-conformity the Supplier implements all necessary actions to correct them, as well as the immediate protection actions to ensure the product conformity.

Services:

Suppliers for Sorting, Rework, Transport and Calibration are approved after the first performance by the GA representative after their first service performance. In cases of non-compliance or non-conformity, the Supplier will be notified (see corresponding section in the Manual) and the service is considered as “non-approved” until the issue is resolved.
Direct assembly services to the customer, sequencing, or end-item suppliers are approved as defined below:

Direct Assembly Service to Customer, Sequencing, or End-Item Supplier are approved as defined below:

The GA representative verifies that all established requirements of the assembly process and/or sequence process, and the product in the case of end-item suppliers, have been complied with. They will also be considered with the following items:

- Execution of the service according to the contract terms of tools, equipment and persons operating it.
- Correct Documentation of Products and Processes.
- Production capacity to reach specified production demand, verified during a trial production run, documenting it in I-MP6-D, PRODUCTIVE CAPACITY STUDY.
- Process Capability to produce conforming products according to specifications, verifying its conformity in established Control Methods.
- Process Capability to maintain the Product Special Features over time, verifying the Process Capability Study on them and documenting it in I-P10-IV-C, CAPABILITY STUDY.

This information is documented in the form I-P063-Q, PROCESS ACCEPTANCE REPORT. The GA representative will distribute it to the Supplier and all involved parties.

In the event of non-conformity, the Supplier is to implement all necessary corrective and protective actions to correct and ensure product conformity. The Supplier will inform GA of said actions.

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5.6.-CHANGES IN DEVELOPMENT

Supplier is NOT authorized to make any changes to Product-Process without the written approval of GRUPO ANTOLIN, including changes in the Supply Chain.

During Project Development, product-process modifications will be carried out according to the following process:

a) Supplier will receive changes for analysis. The Supplier must send the offer together with feasibility study (and productive capacity study if affected by the modification).

Supplier analyzes and confirms the change feasibility, documenting it in I -P082- W, PARTS MODIFICATION (Supplier of production Material) and I-P082-X, TOOLING MODIFICATION (Equipment/Tooling supplier),or in I-P082-AD, OEM DIRECT SERVICE MODIFICATION or the corresponding IT application.
Non-production material and general service suppliers are to make changes as indicated by their GA representative.

b) GA engineering approves the technical concepts affected by the change and authorizes the Supplier for change release attaching the form I-P082-W, PARTS MODIFICATION or I-P082-X, TOOLING MODIFICATION or I-P082-AD, DIRECT SERVICE TO CUSTOMER MODIFICATION.
Upon authorization from GA engineering, the Supplier will start the work.

c) Regular meetings will be held with the Supplier in order to issue the corresponding contracts in accordance with the standard rates set out at the award of the supply contract.

d) GA can perform an audit of costs for previously approved and implemented modifications from prior supply contracts.

The Supplier will facilitate all financial data needed to perform such audits

Forms/Templates included in paragraph **MP-8, relationship of documents - exhibits**

6.- DELIVERY DURING SERIAL PRODUCTION

6.1 MONITORING SERIAL QUALITY

QUALITY COMMITMENT

"ZERO DEFECTS" OBJECTIVE: Supplier is committed to working through the continuous improvement to reduce current defects by tending to the "zero defects" for 100% of the products supplied to GA".

In addition Supplier must comply with the following conditions:

a) Compliance with contractual objectives about Indicators:

- Number of Incidents (Service and/or Quality)
- Supplier Quality Index (SQI):
  - ***Level A*** *is the objective.*
  - ***Level B*** *is considered as minor deviation and is to be improved.*
  - ***Level C*** *is considered a major deviation and can trigger the escalation process.*
- Number of disruptions, including yard holds and stop ships.
- Index of Delivery Schedule Performance
- *% of Deliveries with Correct ASN*

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- *% of Material Availability Confirmed in 4PL Platform (*)*

(*) Only applicable to FCA/EXW Suppliers of GRUPO ANTOLIN Companies in Europe and NAFTA that have been included in 4PL project. Supplier must confirm material availability in the 4PL platform on time. Instructions of 4PL platform management are included in the Suppliers Logistics Manual (SLM) of GRUPO ANTOLIN.

These indicators apply to Suppliers of Production Material.

In the case of equipment/tooling, services and special services to the customer, only incident and SI indicators need apply unless otherwise agreed upon with an authorized GA representative.

The objectives of the delivery index are always 100% and the number of disruptions is 0.

During the program launch, GA requires the Supplier to implement a Quality Wall, preferably offline, where 100% of the characteristics are defined to ensure fulfillment of objectives and conformity of products (GP12 or similar according to the Customer's requirements). The criteria for removing the Quality Wall must be defined and agreed upon with the GA representative

b) Fulfilment of objectives of progress on indicators:

During serial production GA reserves the right to present updated quality commitments to the supplier in order to improve production results, using form I-MP6-C, SUPPLIER QUALITY COMMITMENT or a similar document to formalize supplier acceptance when necessary.

c) Management of non-conformities / Invoicing:

The quality or service incidents will be documented by GA and communicated to the Supplier in I-P103-C, NON CONFORMITY REPORT. When there are disputes about the responsibility of non-conformities, the Supplier must submit justification that they are not responsible (containing when, where, how, who, what at minimum) within 48 hours of its receipt of the Non Conformity Report.

The Supplier must document the analysis of immediate actions/containment within 24 hours from receipt of the Non conformity Report. The subsequent submission with implemented actions should be verified with "100% compliant" parts and packaging.

The Supplier must complete its analysis and send the Non Conformity Report full within a maximum period of 7 days, including, when necessary, root cause analysis, creating an Ishikawa diagram and '5 whys" analysis tools.

The actions/containment measures must be implemented immediately, and maintained until effectiveness has been verified by GA.

The corrective actions shall be implemented in the shortest possible time considering a maximum of 45 days unless otherwise agreed with the GA representative.

Note: The management of nonconformities can change if the final customer of GA (OEM or similar) requires a specific system.

Depending on the severity or recurrence of the incident, GA will require the Supplier the implementation of a Quality Wall in their facilities to ensure conforming supply.

Depending on the severity or recurrence of the incident, GA may require the Supplier to implement a Quality Wall in its facility to ensure compliance.

If a non-compliant part is detected in shipments following the "100% OK" quality guarantee by the Supplier, GA will issue a charge-back to the Supplier for management costs and reserves the right to implement a Quality Wall at the GA Company who is managing/working with the Supplier. This wall will be maintained until the effectiveness of corrective actions taken have been verified by GA.

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The costs of incidents and the liabilities of the Supplier shall be documented and communicated to the Supplier in I-MP8-A, NOTIFICATION ACCEPTANCE OF CHARGES TO THE SUPPLIER or application software, including:

- The costs associated with the incident.
- Cost of incident management (Issuance of "Non-conformity" reports are associated with a 200 € management fee except when otherwise agreed upon with the authorized GA representative).

When Supplier does not meet the established quality objectives, they must establish and deliver to GA the corresponding Action Plan, conducting its follow-up and update until its closure.

Formats included in paragraph 9 Annexes**.**

d) Non-compliance with objectives / Escalation:

When the Supplier does not meet the established objectives for any indicator, GA activates an escalation process including the notification letter of the situation to the Supplier, requiring some management and corrective actions in order to converge into the objectives.

During the escalation process, GA will perform and charge the Supplier for the following activities (among others) in order to ensure the delivery of proper products/services to GA:

- Establish a Quality Wall in the company.
- Perform product/process audits at the facility by GA staff
- Deploy a team of experts during crisis level situations that may cause production interruptions to the end customer.

The Supplier may be placed under "Supplier Not Available" (Business Hold) status in the GA Supplier panel. If the Supplier continues to not implement proper measures to remedy non-compliance/meet objectives, GA will begin the process of Supplier removal and replacement.

The 3 escalation levels, reasons for escalation, activities to be performed by the Supplier, consequences per level and exit criteria, they are detailed in the notification letter I-P103-B, SERIAL ESCALATION NOTIFICATION, which are to be signed by the Supplier after 7 business days from notification.

e) Quality Disputes:

For prior discrepancies in the Quality Assessments of materials, products, equipment/tooling or services to GA, it is necessary to proceed as follows:

- Specification discrepancies: supply contract terms and conditions prevails, except when there are documented agreements for modifications between GA and the Supplier.
- Results verification discrepancies: results of checks performed at the GA facilities will prevail, except if the Supplier demonstrates an error in results or outcome by way of an external entity mutually agreed upon between GA and the Supplier.

f) Quality Documentation:

Supplier must document the monitoring of levels of PPMs, incidents and SQI related supplies to GA as appropriate. If you have questions about these indicators, you should contact your GA representative.

Supplier must have available to GA certificates of quality of the materials used (characteristics mechanical and chemical) in delivered products (production Material).

Supplier must keep GA available records process capability studies carried out on special characteristics.

Supplier must keep records of the results of the controls/tests defined in the Control Plan for 3 years to demonstrate compliance with all product requirements. In the case of special characteristics, records must be kept a minimum 1 year after the spare parts period of the project (i.e. 21 years).

Supplier must keep the dossier of the initial samples approval or acceptance of the investment report / Direct Service to Customer.

The Traceability System used by the Supplier shall allow direct and inverse traceability of the Final Product supplied regarding its raw materials/components.

Products affected by Safety/Regulation requirements shall show the corresponding identification established by the corresponding Regulation.

All these requirement are to be cascaded by the Supplier and applied by its Supply Chain.

6.2 .- LOGISTIC CONDITIONS

The Series Supply Conditions shall be defined and quoted during the Offer phase.

The Suppliers of Equipment / Tooling and Direct Services to Customer carry out the Logistic Conditions according to the agreements established by contract.

Production Material Suppliers shall comply the Logistic requirements according to the SLM-01, SUPPLIER LOGISTICS MANUAL.

6.3.- PAYMENT TO SUPPLIERS

In general, the conditions of payment are those defined in the Terms and Conditions, except contrary definition in contract depending on the type of Supplier and / or service supplied.

a) SELF-BILLING FOR SUPPLIES SERIAL PRODUCTION

As usual how to proceed in the process of billing within the automotive industry, GA will ask its Suppliers of productive Material authorizing him to issue in its name and on its own, invoices document trade relations between the two (boarding system).
The conditions and the way of proceeding are within GA Suppliers Portal, GA web site.

According to the standard processes of Self-Billing in the automotive industry, GA will request authorization from suppliers of “productive materials” or goods to prepare the supplier’s invoice and forward a copy to the supplier with payment (Self-Billing Process).
The conditions and process are available in the GA Suppliers portal and website.

Payment of Tooling and returnable packaging associated with productive material

Suppliers of productive material that have associated Equipment, Tooling, etc. owned by GA contract of bailment and mode of payment in cash, conditioned the payment of the same a:

- The signing of initial samples are officially approved by GA.
- The sending of documentation of the equipment by the supplier, including but not limited to:
    - Drawings of means
    - CAD Data of the mean(3D)

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- Technical datasheet of the mean
- Assignment Contract for specific production devices.

- The registration of the technical information of the Equipment or Tooling in the "Equipment and Tooling Inventory Database", including the technical datasheet of the Equipment or Tooling, photos of it and its data nameplate.
- Any other conditions as set out in the contract.

b) PAYMENT OF EQUIPMENT/TOOLS, ETC.

Suppliers of equipment, payment is carried out according to the conditions established and in addition when:

- There is report of acceptance of equipment/tooling result conform and signed by GA.
- The sending of documentation of the equipment by the Supplier, including but not limited to:
  - Construction Project Drawings and CAD data (Assembly and individual components)
  - Provisional Preventive Maintenance Conditions.
  - A detailed List of pieces submitted to wear.
  - Capability Studies required when defined.
  - Other kind of documents as required in the Specifications Dossier.

6.4 CONTROLS, INSPECTION AND TESTING DURING SERIAL LIFE

The productive Material Supplier carries out inspections, inspections and tests according to the Control Plan, which must include at least:

- Dimensional pieces, defined by cavities if necessary, control frequency and control means.
- Requalification test of the product, among others, flammability, etc.
- Process capability studies of Special characteristics (Ppk > 1.67). Repetition frequency.
- Revalidation control means, repeating dimensional checks to them as well as studies validation studies (MSA type R & R).

The rest of Suppliers as defined by contract.

6.5 CHANGE MANAGEMENT AND APPROVAL DURING SERIAL PRODUCTION

Suppliers must **NOT** make changes to Product-Process, materials or components without the written approval of GA.

The Change process follows the following steps:

- The Supplier receives modifications for analysis (except when proposed by the supplier), it must send an offer and feasibility (capacity study if affected).
- The Supplier analyzes and confirms the feasibility of the change, documenting it in I-P082-W, PARTS MODIFICATION (productive Material Supplier) and I-P082-X, TOOLING MODIFICATION (Equipment/Tooling Supplier) or I-P082-Z, OEM DIRECT SERVICE MODIFICATION (Special service Supplier) or in the IT app.
- The feasibility study will be accompanied by a study of theoretical production capacity when the modification affects it.
- GA engineering gives the conformity to the technical concepts result of the modification and authorizes the supplier release of the same enclosing the forms I-P082-W, PARTS MODIFICATION and I-P082-X, TOOLING MODIFICATION or I-P082-Z, OEM DIRECT SERVICE MODIFICATION.
- The Supplier begins work with the permission of engineering.

- Parts are produced to validate the modification. Productive parts are sent to GA along with the required documentation required by the initial submission of samples (for acceptance of the equipment or special service to the customer).
- This documentation must include the confirmed production capacity study if affected by the modification.
- GA approves the change and then authorizes the Supplier to deliver production according to the approved change.
- For Equipment, Tooling, or Direct Services suppliers, GA should send the corresponding acceptance as described in section 5.
- The Supplier registers and maintains traceability of shipments of the modified part starting at its introduction into serial production.

Non-productive material and service Suppliers manage changes as determined by their GA representative.

7. SPARE PARTS

The Supplier must have a service parts supply management system that ensures compliance with the GA customer requirements.

Conditions of quality, cost and timing expectations of materials, components and products supplied for service parts are the same as serial production parts.

Packaging used for service parts should preserve the quality of materials components and products until its final delivery to the customer.

The production devices (tooling and equipment) for suppliers of productive material must be stored during the time expected to supply service parts (minimum: 20 years).

Materials, components and products supplier for service parts are accounted for in the assessment system described in Section 5.

8. WARRANTY AGREEMENTS

The warranties given by a Seller are set forth in the Contract Documents including the Buyer's General Terms and Conditions of Purchase.

In the case of productive material/special services (to customer) Suppliers, (unless made clear to the contrary) the following additional conditions apply:

General terms and conditions warranty Material productive / Special Services to Customer:

The Seller warrants to Purchaser that the goods, tools, equipment and/or services sold:

- strictly conform with the specifications, drawings, instructions, advertisements, statements on containers and labels, descriptions and samples furnished or specified by Buyer, its customer or Seller;
- are free from defects in workmanship and material and shall be new and of the highest quality and the Goods are merchantable;
- They are suitable for your marketing and the performance of defined functions.
- They are made to comply with the specifications, tender conditions, maps and other requirements defined by GA.
- Comply with all applicable regulations.
- They are manufactured in accordance with all procedures required by GA quality.

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- They have been produced under supervision and control, according to the Control Plan agreed between the supplier and GA during the development of the project.
- The results of these controls will be available for GA if it is requested.
- Any change in the control plan during serial production shall be submitted for approval by GA.

The Supplier agrees to indemnify and hold GA harmless from any demand, complaint, claim, campaign or any other action resulting directly or indirectly from a failure or defect, attributable to the Supplier.

The Supplier shall reimburse GA, based on the degree of responsibility of the Supplier, all costs which GA incurred, including (but not limited to) the following:

- Costs of management.
- Costs of spare parts.
- Transportation costs.
- Costs of replacement and/or removal of parts operations.
- Costs for bodily injury, property damage or economic damage, caused to third parties, caused by negligence or error of the Supplier or its employees and subcontractors, in the design, manufacturing, materials and/or the supply of products subject to this agreement.
- Costs of damages caused by the breach by Supplier of any law or regulations applicable to the business, facilities or operations.
- Any other claims result from the acts or omissions of the Supplier or its employees and subcontractors.
- Other costs incurred by GA as a result of complaints, returns, campaigns of vehicle repair warranty, etc., caused by the breach by the Supplier provisions of this agreement.

The Supplier will contract with an insurance company authorized to do business in the State or territory where it is doing business, shall keep the insurance up to date and, at all relevant times, have sufficient coverage for any insurable liability according to the terms of the agreement between the parties.

The Supplier will provide valid copies of such insurance policies and certifications upon GA's request.

The Supplier has the obligation to provide access to GA to all information generated as a result of the issuance and resolution of a claim or warranty caused by non-compliance with the provisions of this agreement, claim for the product or services provided.

DETERMINATION OF THE DEGREE OF RESPONSIBILITY (TECHNICAL FACTOR)

To determine the degree of responsibility of the Supplier for the failures that lead to warranty claims, joint analysis of returned defective products will take place. These analyses will be carried out in GA facilities, in the facilities of the Supplier or in the facilities of GA's customer, at the discretion of GA.

Supplier is responsible for performing the analysis and related costs. The Supplier representative has enough level of responsibility in its organization to be able to sign on behalf of the Supplier the results from these analyses and any agreements reached among the parties.

The parties involved in these analyses will be:

- Supplier
- GA
- GA customer: either a component editor company or a company editor of the vehicle (OEM).

GA reserves the right not to participate in person in the analysis, as well as to invite or not to invite the customer or OEM.

GA will send defective parts or a sample thereof to the Supplier or Supplier can summon its Supplier to perform the analysis altogether in GA facilities. In this case, the results will be reflected in the meeting minutes and signed by both parties.

If the Supplier receives the defective products for analysis in their own facilities, the Supplier must send the results of the analysis within the period of 20 calendar days after the date of receipt of the defective products. If this deadline expires without a response form the supplier, the degree of responsibility of the supplier is automatically 100%.

GA may or may not approve the results of the analysis by the Supplier. If approved, the degree of responsibility applicable to the Supplier, shall be established using the following calculation:

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

TF = *Technical Factor*
A = Number of defective parts due to Supplier liability
DNF = *Number of analyzed cases whose default has not been found*
TOTAL = Total of analyzed cases

In the event that GA does not approve the result of the analysis by the Supplier, these cases will be considered cases in dispute.

The Supplier will have additional 30 natural days (starting from the official rejection of GA of the first analysis). This additional period will give the Supplier(s) time to prepare and submit to GA a technical dossier which shows no responsibility for cases in dispute.

In the event that this technical dossier is also rejected in a way that is justified by GA, then a TF of 50% automatically applies on these cases.

For new projects, the departure of the TF is 100% until the realization of the first analysis of NOK parts and the establishment of the "technical considerations", which applies retroactively from the beginning of the manufacture of the product. These "technical considerations" are in force until a new analysis.

The TF relevant, valid from the date of the agreement shall be established in successive revision arrangements.

GA reserves the right to request the return of the products provided for analysis. The Supplier or its Supplier will return them, to the extent possible, in the same condition the Supplier received them.
The issuer (whether GA or the Supplier) is always responsible for transportation costs.

Both parties may bring a new analysis.

The Warranty charges is the result of the extrapolation of the Technical Factor to the whole warranty costs of the corresponding product/service. Taking this into account, GA sends the invoices with such charges.

WARRANTY PERIOD

The period of warranty applicable to products supplied to GA will be, ***unless otherwise agreed in writing, a sixty (60) months warranty period****, beginning the vehicle production date.*

This period of guarantee is valid provided that not to specify another mayor in the supply contract, technical specifications or product drawings.

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The Supplier guarantees at all times that the time elapsed between the manufacture of the product and its reception in GA is the minimum possible, through the use of FIFO supply management systems, noting in any case minimum stock sizes-related agreements.

WARRANTY CLAIMS MANAGEMENT

Regardless of the economic aspects and estimates of the degree of responsibility, the Supplier will carry out analysis of defects in order to identify the causes and to establish the immediate actions and corrective actions necessary. The Supplier will document and inform GA of measures planned and/or implemented through resolution of problems of reports type 8 d.

Analysis must be submitted on I-P103-C, NON CONFORMITY REPORT or IT app where the Supplier will implement actions to prevent recurrence of the nonconformity.

The causes, immediate action, responsible for corrective action and implementation plan, should be documented and reported to GA together with the result of the analysis described in item 2 of this agreement. Where the analysis of NOK parts content in conjunction with GA, the Supplier will have 8 calendar days, after the joint analysis, to draw up and send to GA problem resolution report type "8 d".

GA reserves the right to approve Supplier's own reasoned measures and actions proposed by the Supplier.

If corrective actions affect the process or the product, the Supplier will make a new presentation of samples to GA.

CRISIS OF WARRANTIES - CAMPAIGNS

GA will determine and inform the Supplier of a recall, if product defects may affect the safety of consumers, does not comply with laws, and/or can impact the image or reputation of GA or the OEM.

The OEM, together with GA, will decide on a case by case basis, whether or not a safety recall campaign will be launched. Which can be the following types:

- Replacement of the defective product or its removal from the market.
- Inspection and repair of the defective product.

The Supplier is required to inform GA of any product defects that pose a danger to consumer safety, do not comply with the law, and/or can impact the image or reputation of GA or the OEM.

GA shall promptly inform the supplier of safety recalls. The Supplier will pay for the costs associated with the safety recall campaign according to its degree of responsibility for causing any defect, as outlined in paragraph 1 of this document.

FILE DOCUMENTATION

The Supplier agrees to retain and safeguard all files and documents generated from the beginning of the development of the project until the end of the period of supply and spare parts guarantee, including, among other, the following documentation:

- Contract with its Suppliers.
- Contracts for transfer of means of production with its Suppliers.
- Documentation and records of initial samples and those related to safety and regulation.
- Files and documents relating to identification and traceability of products, equipment, materials or services.
- Other facts, files and documents required by GA.

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The documentation provided by GA, as well as those generated as a result of projects awarded by GA to the Supplier (plans, supply contracts, construction of means of production, intellectual property, etc.), will be deemed the property of GA.

9. EXHIBITS

SECTION	DOCUMENT No.	DESCRIPTION
2.2	I-MP2-A	SUPPLIER CODE OF CONDUCT
2.3	I-P114-F	INFORMATION SECURITY SUPPLIER GUIDELINES
5	I-MP6-B	DOCUMENTATION TO BE SUBMITTED BY THE SUPPLIER (PROJECT AND SERIAL LIFE)
	I-MP6-C	SUPPLIER QUALITY COMMITMENT
	I-MP6-D	PRODUCTION CAPACITY STUDY
	I-MP6-E	SUPPLIER PROGRESS MONITORING
	I-P10-VII-A	FIRST SAMPLES DELIVERY REQUIREMENTS
	I-P10-I-A	CONTROL PLAN
	I-P061-V-B	PROCESS FMEA
	I-P10-IX-A	INITIAL SAMPLES REPORT
	I-P10-IX-B	INITIAL SAMPLES REPORT (Annexation)
	I-P10-VII-B	SPECIAL DELIVERY
	I-P104-II-A	PRODUCT - PROCESS DEVIATION
	I-P10-C	DETAILED PROCESS AUDIT REPORT
	I-P061-I	DEVICES LIST
	I-P063-O / P	SUPPLIER APQP PLANNING/ APQP PLANNING - SUPPLIER MEANS
	I-P063-R	FOLLOW UP PLANNING - OEM DIRECT SERVICE
	I-MP11-A	TECHNICAL DATASHEET OF THE MEAN
	I-MP11-B	*PRODUCTION AND CONTROL MEANS NAMEPLATES*
5.6 / 6.5	I-P082-W	PARTS MODIFICATION
	I-P082-X	TOOLING MODIFICATION
	I-P082-AD	OEM DIRECT SERVICE MODIFICATION
6.1	*I-P103-B*	*SERIAL ESCALATION NOTIFICATION*
	I-P103-C	NONCONFORMITY REPORT
	I-MP8-A	NOTIFICATION ACCEPTANCE OF CHARGES TO THE SUPPLIER
6.2	SLM-01	SUPPLIER LOGISTICS MANUAL

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