



# SUPPLIER REQUIRENTS MANUAL

Quality Policy
"TO MEET OR EXCEED OUR CUSTOMER'S
EXPECTATIONS"

Revision M, May 30, 2023





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**PCG's SUPPLIER MANUAL** 

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#### 1.0 INTRODUCTION

The purpose of this manual is to establish a clear understanding of PCG requirements regarding supplier quality and reliability. English is the official language to be used for all forms of communication.

It is our Company policy to deliver defect-free products and services on time to our customers in accordance with our Quality Policy. To ensure that we may consistently fulfill this obligation, our suppliers shall have control systems in place that are based on defect prevention, not defect detection, and are directed toward the philosophy of Continuous Improvement.

PCG is committed to the prevention of pollution in accordance with ISO 14001 Standards, the internationally recognized Environmental Management Standard. As a supplier to PCG you should be aware of our Environmental Policy and cooperate in any feasible manner to reduce any negative impact to the environment caused by the production of your supplied goods or service. Additional Supplier Sustainability Environmental, Social and Governance Requirements are defined in Appendix M – Supplier Sustainability Policy.

The Supplier Manual is a reference document. It is not intended to supersede or replace the Purchase Order or the Purchase Order Terms and Conditions. If there is a conflict between the Supplier Manual and the Purchase Order and the Terms & Conditions, the Purchase order and its associated Terms and Conditions shall take precedent. The Purchase Order Terms and Conditions can be found at the Camaco website: http://:www.camcaollc.com

General Manager Quality Manager Purchasing/Materials Manager

Engineering Manager Production Manager Accounting/Controller





#### 1.1 SUPPLIER CONTACT INFORMATION

- Suppliers are responsible for communicating personnel changes within their organization.
- All suppliers must complete and return the attached supplier contact sheet.
   See Appendix "A. Removed Appendix A

#### **1.2 SUPPLIER VISITS**

- All suppliers must have an appointment before visiting the plant.
- All Suppliers must enter through the main entrance only and sign in and out from the main lobby and must carry a visitor's badge while in the plant.
- Suppliers must always be accompanied by a PCG salaried employee on the plant floor.
- Safety shoes\*, safety glasses and hearing protection are mandatory on the plant floor. (\*Safety shoes are not required on the plant floor if you stay in the main aisle).
- No interruption of production on the plant floor.
- No cameras allowed in the plant.
- No food or drink on the plant floor.

#### 1.3 CONFIDENTIALITY AGREEMENT

As part of doing business with PCG, a signed confidentiality agreement would be required at the award of business, duly executed by the supplier's senior management. A sample confidentiality agreement is contained in **Appendix I**. The elements of this agreement are outlined as follows:

- 1. You will hold in strict confidence and not use, publish, or otherwise disclose to other companies or individuals (except as my duties to PCG may require) any confidential or secret information of PCG's business practices or manufacture methods. This includes the time before, during and after any contract that you have with PCG. This information includes but is not limited to:
  - a) Any of PCG's computer hardware, software and related





- b) Information relating to the way PCG does business.
- c) PCG's methods of manufacture, machines, products, designs, drawings, and formulas, engineering test data, inventions and patent applications.
- d) Information relating to pricing or quoting.
- e) Any other information related to the business or activities of PCG that is not generally known to others.
- f) You will not use knowledge that was gained from this job in future business.
- Written requests for disclosure of information covered by this agreement must be submitted to the Purchasing Manager or General Manager at PCG. The request must divulge in detail the information to be disclosed. Third-party information is to be provided along with the intended use by that party or parties.
- 3. You must always keep confidential during or after your contract with PCG all information (including proprietary or confidential information) about the business and affairs of or belonging to PCG or their respective customers or suppliers. The information includes that through technically not trade secrets, dissemination or knowledge of this information might prove prejudicial to any of them.
- 4. You and your estate agree to take all necessary steps to ensure the terms of this agreement are honored.

#### 2.0 MATERIALS SYSTEM REQUIREMENTS

#### 2.1 PURCHASE ORDERS

All purchased items are assigned a Purchase Order Number. When a Purchase Order is issued a signed acknowledgment must be returned to the buyer. All invoices, shippers, and material tags must reference the Purchase Order Number. The purchase order will state the terms, conditions, and prices of all purchased items. It may reference documents that will contain additional requirements, terms, and conditions. Acceptance of the purchase order, and all terms, will assume to be acknowledged based on the following:

- A signed PO acknowledgment form within 10 days of receipt.
- First shipment of product and/or 30 calendar days without a response.
- By meeting the criteria outlined in the Purchase Order Terms and Conditions available on the Camaco website.





When it is necessary to change a purchase order, an amendment may be issued that will detail the specific change that is to occur. All other terms and conditions remain in effect unless specifically addressed in the purchase order amendment.

These amendments will be sent to the supplier and must be acknowledged in the same way that a purchase order would be.

All purchased products or materials used in the product shall conform to applicable statutory and regulatory requirements.

#### 2.2 RELEASES

Supplier releases are processed weekly and telecommunicated (EDI) or faxed to each supplier. Suppliers must monitor current releases with the previous issued release for increased/decreases that would affect weekly shipments. Any concern / problem must be communicated to the Supplier Scheduler at PCG within 24 hours of receipt of new release. Suppliers are required to have 100% on time delivery performance. Suppliers are required to support a ≤15% increase in released quantities and requirements. The supplier is authorized to have 2 weeks of fabricated material and 3 weeks of raw material at any period of time unless otherwise specified on the purchase order. If Premium Freight is Incurred because of a 15% or less increase, the supplier could be debited for that charge. Suppliers are expected to use First-In-First-Out (FIFO) inventory control methods.

#### 2.3 TELECOMMUNICATIONS

To improve the transfer of materials information throughout the supply chain PCG requires all our suppliers to be able to communicate by EDI. (Electronic Data Interchange). Contact PCG Supplier Scheduler for detailed instructions.

#### 2.4 PACKAGING

It is the supplier's responsibility to ship products in quality packaging that protects all parts from damage during transport. Container type and size must be approved by PCG. Failure to comply may result in return of shipment and/or additional costs of warehousing and handling. Shipment of multiple part numbers in one container is not allowed (unless otherwise requested). The part number(s) must appear as the same part number referenced on our weekly releases. Reusable containers must be stripped of all old labels. When feasible, an effort should be made to use returnable containers to ship product. If not possible, recyclable containers should be used. See **Appendix B**.





#### 2.5 LABELS

Incoming material is to be identified by the supplier with bar-coded shipping labels. All suppliers are required to ship with AIAG approved bar code labels and must contain serial number information on bar codes. Automotive Industry Action Group Standard B-10.

#### 2.6 PACKING SLIPS

Each shipment must be accompanied by a packing slip for both receipt and payment. The packing slip must be presented by the carrier (truck driver) upon delivery to the receiving plant unless prior agreement was finalized. It must contain the following information:

- Packing slip number (shipper number)
- Supplier name
- PCG part number
- Part description
- Part quantity
- Revision Number
- Notification of 1<sup>st</sup> shipment of New TICA (engineering change)
- Purchase Order number

#### 2.7 USMCA (United States, Mexico Canada Trade Agreement)

The supplier must comply with the requirements of the USMCA as published.

#### 2.8 CUSTOMS

All shipments shall be accompanied by the proper customs documentation to ensure border crossing. Shipping documents (packing slip, bill of lading, commercial invoice) will reference PCG part number and description. If documentation is missing or incomplete, the supplier shall assume all subsequent costs.

All customs documentation, including commercial invoice, must be emailed, or faxed to PCG's Customs Broker when load leaves supplier's dock.

If further information is required, the supplier should contact the appropriate PCG Materials Manager.

2.9

#### 2.9.1 IMDS REPORTING





PCG requires that all suppliers comply with the ELV and Restricted Substances Directive mandated by OEMs globally. The IMDS submission for parts you sell to us must include full material and CAS number disclosure. This is an ongoing event – make sure you keep your records up to date (level changes – new part numbers).

See Appendix C for CRITERIA FOR SUCCESSFUL SUBMISSION TO PCG.

#### 2.9.2 CONFLICT MINERALS REPORTING

To be compliant with the U.S. Securities and Exchange Commission (SEC), Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, PCG is requiring all suppliers to submit documentation on an annual basis in regard to the use of Conflict Minerals.

Currently there are two options to achieve compliance to the requirements:

- Register your company for the <u>iPoint Conflict Minerals Platform (iPCMP)</u> tool, endorsed by General Motors and many tier-one and OEM partners. This tool enhances the ability for information exchange up and down the supply chain and can be found at <u>http://www.conflict-minerals.com</u>.
- If it is not possible to provide reports through the iPCMP tool, return a completed Electronic Industry Citizenship coalition and Global e-Sustainability Initiative (EICC-GeSL) Conflict Minerals Reporting template to the respective plant. This template can be found at <a href="https://www.conflictfreesmelter.org">www.conflictfreesmelter.org</a>

Completed documents will be part of initial PPAP submissions as well as required annual PPAP submissions. Prior to submitting documents verify at the website mentioned above that the most current version of the Conflict Minerals Reporting template is being used.

PCG urges all suppliers to use due diligence to only use material that is supplied from a source that is considered compliant from the CFS Compliant Smelter List

#### 2.10 FREIGHT, PREPAID OR COLLECT

If freight is prepaid, it will be the supplier's responsibility to arrange for transportation. They are responsible for all costs associated with the move. This is classified as F.O.B. (Free on Board).

Collect freight will be paid by PCG. All inbound movements are set up by our Transportation Department. This is classified as F.O.B. (Free on Board) the supplier. Premium freight – when the supplier is responsible for the condition necessitating a premium freight shipment, the supplier shall be assessed the full amount of such shipment.





#### 2.11 SERVICE PARTS

It is the responsibility of each supplier to fulfill any service part order for PCG. Service part orders must be fulfilled until notification of cancellation is received from the PCG purchasing department. All components are eligible for service part orders. Any service orders will be conveyed to the supplier upon receipt by the PCG facility. All service parts must be produced from production tooling; therefore, continued preventive maintenance of tooling is required. Pricing of parts for service will be at production prices for as long as any claimed obsolete inventory exists. Requirements for service parts will be communicated through the regular EDI transactions or phone contact followed by faxed transaction.

#### 2.12 TOOL OWNERSHIP

When requested, the supplier shall provide the customer all cost data, regardless of ownership, including description of each tool, capability per tool, source of tool, associated cost, and cost of engineering changes as required. All tooling, fixtures, and containers paid for directly by PCG or through piece price are considered the property of PCG. These tools will be clearly stamped with the tool # and part #. These tools should contain a tag that clearly states "PROPERTY OF CAMACO. LCAS, AMVIAN or PCG".

#### 2.13 BUILD OUT AND OBSOLESCENCE

The supplier shall have detailed procedures in place defining the responsibilities and methods to be used in Materials to manage build outs and engineering changes to minimize obsolescence. PCG shall be responsible to purchase raw material and finished goods that the supplier has been authorized to purchase and produce, according to the material and fabrication authorizations.

Suppliers must submit their claims to the Supplier Scheduler at PCG within fifteen (15) working days of final production date. All claims will be audited. Payments of claims will be dependent on remittance from our customer. It is the responsibility of the supplier to contact PCG, in writing, if they have obsolescence to submit within the required time frame. We request that you comply with the following procedure and deadlines for submitting your obsolescence claims:

- The form "Supplier Cancellation Claim" is to be used for claims that involve the purchased parts supplied to PCG. See Appendix D
- Only one part number per form is allowed.
- A copy of the release schedule, which establishes your high points and verifies your final accumulation shipped into our plant(s) must accompany each claim form.
- The claim must exceed \$500.00 to be considered. A claim is for one part number





- All claims must be received on or before the required due date, otherwise, they will be unclaimable and PCG and/or the Customer will not be responsible for any costs.
- All pertinent information must be completed. This includes finished goods (purchased parts), work in-process, and raw material. We must know the usage per assembly for each raw material and in-process item claimed, as well as the material claimed for work in-process, otherwise, the claim will be returned unprocessed. All claims must be in USD. Incomplete or illegible forms will be returned unprocessed.
- All materials must remain at the supplier until the Customer Audit has been completed and a written disposition of material has been received from our Accounting Department.

#### 2.14 CONTINUOUS IMPROVEMENT

The supplier is required to cooperate with PCG in an effort to reduce costs and selling prices both prior to and during mass production. The supplier shall be willing to share suggestions and cost reduction benefits with PCG.

#### 2.15 RISK MANAGEMENT AND CONTINGENCY PLANS

The supplier shall prepare contingency plans as part of their risk management efforts (e.g. utility interruptions, labor shortages, key equipment failure) to reasonably protect the customer's supply of product in the event of emergency, excluding natural disaster and acts of God. These plans must be available to PCG upon request.

#### 3.0 QUALITY SYSTEMS REQUIREMENTS

#### 3.1 Supplier 3rd Party Certification

PCG requires all suppliers of raw materials and purchased parts to be, as a minimum, self-certified to the most current ISO 9001 standards (i.e., ISO-9001:2015). We also expect suppliers to have their QMS (Quality Management System) compliant with the requirements contained within IATF 16949:2016 and ISO 9001:2015 and ISO 14001:2015 standards as well as any applicable Customer Specific Requirements (CSRs), statutory and regulatory requirements. Additionally, suppliers are expected to fully comply with the AIAG and/or VDA guidelines for the appropriate PPAP submission in support of the PCG location's requirements. If there is any doubt as to the status and requirements of your product, contact the appropriate PCG Quality Assurance Department.

If not currently compliant with applicable standards, PCG also expects that all suppliers would become 3<sup>rd.</sup> party certified to the standards listed above within a year of receiving their first purchase order and, upon request, provide copies of these 3<sup>rd</sup> party certifications to the appropriate PCG Purchasing Manager. If there is any change in





your certification status, including probation or revocation of your certificate, you must inform the appropriate PCG Purchasing Manager in writing within 5 business days of such change.

#### 3.2 AIAG GUIDELINE MANUALS

All suppliers are required to obtain and comply with the five most current AIAG guideline/ instruction manuals. In addition, Annex B of IATF 16949:2016 contains a bibliography of supplemental automotive standards. A copy of this is provided in **Appendix K**. Following are a representative sample of these guidelines:

- APQP AND CONTROL PLAN APQP defines the requirements for advanced quality planning for new products and/or engineering changes. The Control Plan defines how the processes will be controlled and audited. The Control Plan is also
  - part of the sample submission (PPAP). In addition, IATF 16949:2016 specifically lists requirements for control plans in Annex A. A copy of these requirements can be found in **Appendix J**.
- **PFMEA MANUAL** is the Failure Mode and Effects Analysis guideline. The FMEA is part of the sample submissions (PPAP).
- SPC MANUAL defines statistical methods. Statistical controls must be implemented on any characteristics identified as Critical or Safety on the drawing. PCG may also require the use of SPC on other characteristics defined in a specific customer agreement (e.g., CRT) and for verification of permanent corrective actions as part of an 8-D process for non-conformities.
- MEASUREMENT SYSTEMS ANALYSIS defines the acceptance criteria for gages and measuring devices. Certain MSA requirements such as gage Repeatability and Reproducibility (R&R) will be required as part of the sample submissions in a PPAP.
- PRODUCTION PART APPROVAL PROCESS (PPAP) defines and explains the various levels and requirements of sample submissions. PPAP submissions will be required when new products are assigned, when engineering changes occur, when new processes are implemented, parts are manufactured or sent from a different location, a new material supplier is used, etc. Any additional PPAP's that are required which are initiated by the vendor will be subject to incurred cost from PCG. The actual level of submission will be defined when the sample dates are established. Appropriate forms (e.g. GM-1000M, Ford WSSM99P9999-A, 1001-B01, etc.) for restricted materials must also be included in the PPAP package as appropriate.
  - > SUPPLIERS ARE NOT ALLOWED TO SHIP UNAPPROVED PARTS.





- ➤ If a part is transferred to another facility, a full exit PPAP submission will be required.
- ➤ PCG reserves the right to participate in or initiate run-at-rate assessments of suppliers' manufacturing capability and quality requirements. These evaluation methods may be requested at the start-up of new programs, during pre-production and production launch phases, new tooling, and equipment run-offs and when the product is critical to PCG's supply of their customers. Methods employed may employ Overall Equipment Effectiveness (OEE)
- calculations and other methods of proving capability, adequacy, efficiency, and effectiveness.

**CONTINUOUS QUALITY IMPROVEMENT (CQI) AUDITS** – Various audit guidelines available designed specifically for key processes and procedures, depending on the nature and profile of a manufacturing location.

Appendix K contains these references and the specific CQI may be found on the AIAG web site <a href="https://www.aiag.org/">https://www.aiag.org/</a>

#### 3.3 DRAWING SPECIFICATIONS AND REQUIREMENTS

100% compliance with all dimensions, inspections, testing, specifications and notes on the print drawings and the P.O. supplied by PCG must be maintained. Where the customer specification has an approved subcontractor for approved materials, you shall purchase the relevant materials from subcontractors on that list. Any additional subcontractors may only be used after they have been added to the list by the customers' materials engineering activity. This will include compliance with all restricted and reportable materials as applicable.

#### 3.4 ENGINEERING CHANGE

All engineering changes in tools or product must be approved IN WRITING by the PCG Engineering Manager, General Manager or Assistant General Manager before implementation. This includes supplier request for change. Verbal requests will not be recognized. The first 5 shipments of new or changed products must be identified with a new/engineering change tag (Stop Sign example – Appendix H).

#### 3.5 CERTIFICATIONS AND STATISTICAL PROCESS CONTROL (SPC)

It is PCG's policy to minimize Receiving Inspection activities, relying on our suppliers for conformance to guarantee and certify applicable product specifications. Criteria has been established to put reliable suppliers on a "ship to stock" status. To initiate this program, product certification must be received with each shipment and part # must be included in the certification. "Blanket" certifications will not be accepted. Occasionally,





full material certification with chemical and physical results will also be required. For example, ALL HSLA type steel must have full material certification.

Where there are Critical or Safety characteristics or CRT agreements, SPC for those characteristics must be sent on a quarterly schedule unless otherwise specified. The CPK on new jobs must be 1.67 minimum and the ongoing CPK must be 1.33 minimum. If these CPK levels cannot be maintained, the process must be corrected in a manner to improve the CPK level.

#### 3.6 LOT CONTROL AND TRACEABILITY

All Suppliers shall maintain a lot of control and traceability identification system to track all major components, materials, and chemicals to their origin (e.g. heat of steel). Such traceability should be developed to minimize the potential impact of delivering nonconformities by establishing clear endpoints for the specific problem and allowing for rapid resolution. Additionally, suppliers should utilize a first in first out inventory management system (FIFO). This FIFO system should also be utilized for any product which has been reworked and repaired.

## 3.7 CUSTOMER SPECIFIC REQUIREMENTS AND CONTINUOUS QUALITY IMPROVEMENT ASSESSMENTS

All Suppliers to PCG, would be required to perform Continuous Quality Improvement (CQI) assessments for applicable processes (e.g., e-coat, KTL, plating, welding, etc.) at the time of initial award and on an annual basis as a minimum. References to specific CQIs can be found in **APPENDIX K** and the actual CQI assessment document can be found on the Automotive Industry Action Group (AIAG) web site <a href="https://www.aiag.org/">https://www.aiag.org/</a>.

Additionally, Customer Specific Requirements (CSR) from current OEMs that pertain specifically to compliance with the IATF 16949:2016 standard would also be included as part our supplier's responsibility when applicable. A listing of these CSRs can be found on the International Automotive task Force (IATF) web site at <a href="https://www.iatfglobaloversight.org/">www.iatfglobaloversight.org/</a>.

#### 3.8 ANNUAL RECERTIFICATION

PCG requires annual recertification and dimensional layout of all production materials and purchased parts from suppliers following the AIAG PPAP format for at least a level 3 submission. All supplier submission results must be no older than 90 days.

In addition, the supplier is responsible for maintaining a tracking system of their annual re-certifications to ensure that PCG always has current data on file. Any annual PPAP submission that is late will result in a chargeback fee, please refer to the PCG plant chargeback fee schedule.





#### 3.9 NONCONFORMING MATERIAL

When non-conforming material is found, the supplier will be contacted immediately by phone and disposition requested. This will be followed up with a written notification. The supplier may request that the material be returned, and replacement stock will be sent. This will be done at the supplier's cost and will not usually be done until replacement stock has been received and verified as good material. We will not jeopardize our customer schedule.

Rather than return material, the supplier may choose to come in and sort and repair inhouse. This is also acceptable. Local employment agencies may be used, but only if those individuals sent are supervised by the supplier. In the case of very simple sorts, the Quality Supervisor may waive this in writing.

If stock needs to be sorted or repaired to maintain production, those costs will be charged back to the supplier. Cost associated with non-conforming product that causes line interruption or shut down at PCG or end customer will also be the responsibility of the supplier.

The supplier shall also be responsible for any costs incurred for warranty charges, problem investigations, vehicle recalls, etc. caused by non-conformities in their products.

#### 3.10 EIGHT DISCIPLINE REPORTING (8D)

The Eight Disciplines of Problem Solving (8D) is a problem-solving methodology designed to find the root cause of a problem, devise a short-term fix and implement a long-term solution to prevent recurring problems. When it's clear that your product is defective or isn't satisfying your customers, an 8D is an excellent first step to improving Quality and Reliability. Any supplier rejection will require the 8-D problem solving methodology. For any nonconformance, escape of defective product, issues concerning delivery, etc. the initial response and immediate containment plan must be received. within 24 hours of notification and the permanent corrective action plan within 15 days. In addition, an audit to determine the effectiveness of any permanent corrective action must be performed no later than 60 days after the initial problem notification and the results provided to the applicable PCG Quality Manager. An example 8D form is provided in **Appendix L**.

#### 3.11 SUPPLIER PARTNERSHIP REVIEW - SPR

Supplier Partnership Review meetings will be initiated by PCG when there are significant problems encountered with a supplier's performance or there is a lingering pattern of not meeting performance objectives, resulting in disruption of PCG's or their





customer's operations. Additionally, these reviews may also be initiated when a supplier fails to address performance problems in a timely manner.

#### SPR 1

PCG will review the need for SPR meetings monthly. Visits may consist of a meeting with PCG's plant management and the supplier's management (General Manager, Quality Manager and/or Materials Manager) will be requested to attend the SPR-1 review meeting at CAMACO. The supplier's General Manager, Quality Manager, Engineering Manager and/or Materials

Manager will be expected to present plans detailing corrective action items that address performance issues with responsibility clearly identified and target completion dates.

Guidelines for the use of SPR-1 meetings would include but not be limited to the following:

- Dimensional or capability requirements do not meet product safety or critical characteristics as defined on the print
- Production interruption due to supplier's product quality or part shortages.
- Supplier issue escaped to PCG's customer requiring feedback (i.e. sort or rework by 3<sup>rd</sup> party)
- PCG received a PRR, QN or other customer notification of a complaint that results from a supplier issue.
- PCG's rating review at an unsatisfactory status.

Attendance and minutes of the SPR-1 meetings will be documented by the PCG Quality representative and retained in the supplier's file.

# Failure to resolve issues discussed in the SPR-1 meeting will result in the initiation of SPR-2

#### SPR 2

SPR-2 will consist of a meeting between the PCG plant management and the supplier's management.

Guidelines for the use of SPR-1 meetings would include but not be limited to the following:

- Unresolved SPR-1 issues.
- Product safety concerns remain open after the previous months SPR-1 meeting.





- PCG's supplier rating review remains at an unsatisfactory status after the SPR-1 meeting.
- PRR, QN etc. issues not satisfactorily addressed after prior SPR-1 meeting.
- Delivery issues not satisfactorily addressed after SPR-1 meeting.
- Issues deemed significant by PCG's customer.
- Performances are repetitive, month after month and action plans are not effective or are behind schedule.

The supplier will be expected to provide containment with a clean point, present an action plan and will provide a 8-D analysis of quality/delivery issues, containing root cause analysis with regard to systemic quality deficiencies, and a review of the supplier's Quality Operating System (QOS).

<u>Failure to resolve issues discussed in the SPR-2 meeting will result in a "New Business Hold" status and initiation of the SPR-3 process, as well as a level 5 PPAP re-submission.</u>

#### SPR 3

Guidelines for the use of SPR-1 meetings would include but not be limited to the following:

- Product safety issues remain open without significant progress in resolving the concern(s)
- Containment actions not effective repeat occurrence(s), lack of responsiveness.
- Repetitive delivery issues resulting in serious material shortages.

SPR-3 address suppliers whose quality, delivery and responsiveness has not met

PCG's minimum requirements and pose a substantial risk to PCG's operation and the supplier has moved through the SPR-1 and SPR-2 process with unsatisfactory resolution of the concerns. SPR-3 consists of a meeting with the PCG's Management and Supplier's Senior Management. The supplier will be required to present corrective action plans which address the systemic problems within their organization, along with their internal indicators which are used to monitor customer satisfaction and quality performance.

The supplier will be placed on containment at the PCG facility at the discretion of the General Manager and the Quality Manager. In addition, Controlled Shipping Level 1 and 2 (CSI and CSII) may be initiated using a 3<sup>rd</sup> party at the supplier's location, paid for by the supplier, until the problems have been permanently corrected and continuing until capability has been clearly demonstrated for a minimum of 20 working days without any escapes. If PCG is directed by their





customer to continue containment, this cost will be the responsibility of the supplier.

#### 3.12 SUPPLIER PERFORMANCE

Supplier performance will be monitored through the Quality Department as follows but not limited to the following:

- Incidents or occurrences of defective product (SQRS will support the management of supplier performance)
- Incidents or occurrences of shipping errors resulting in late product or premium freight charges incoming or outgoing. (KPI for monitoring and measurement of suppliers as input to Management Review)
- PPM
- Supplier review for high-risk suppliers (In accordance with escalation on Camaco-Amvian Supplier Requirement Manual, 3.11)

F-0008-76 Camaco-Amvian Supplier Assessment (CASA) % Score-CASA Scoring Criteria.

Final CASA % >= 80% - **Approved Supplier** (immediate qualification for potential business award)

All sections >= 80%
No negative input from CASA Team

Final CASA % >= 70% and < 80% - **Supplier Improvement Plan** (does not qualify for potential business award until "Approved Supplier" criteria, as defined by CASA is met)

Any section < 80% Some negative input from Camaco SCA Team

Final % < 70% - **Not Approved** (supplier rejected)

All CASA Corrective Actions are to be documented on the "CASA Non-Conformity Action Plan" worksheet located within this file.





#### 4.0 ACCOUNTING SYSTEM REQUIREMENTS

#### 4.1 INVOICES

The following is a brief description of PCG accounting practices as applied to invoices.

- The invoice shall cross-reference packing list, freight bill, and purchase order number.
- The invoice shall include the PCG part number.
- Invoice pricing will not be changed until a PCG purchase order amendment form is issued in writing by the Purchasing Department.
- All invoices will be mailed to the Accounts Payable Department, and they must be the original forms.

#### 4.2 PRICING ADJUSTMENTS

All labor and material costs are firm for the life of the program plus service. Requests for pricing changes due to material economics or labor costs will not be granted.

#### **4.3 TOOLING COSTS**

Payment for tooling costs incurred by the supplier will be handled as per agreed upon negotiations and as described on the Purchase Order and its attachments. In no case will monies in excess of the Purchase Order be paid without an authorized P.O. amendment issued and approval documentation to support tooling completion (i.e. PPAP approval). All tooling purchases will be subject to audit by the owner, including but not limited to work orders, time sheets, payroll records, purchase orders, invoices, and check payments. That will show actual costs incurred.

#### **4.4 COST RECOVERY POLICY**

Suppliers are required by contract to provide PCG with conforming product, shipped and delivered to the releases. The scheduled timing and carriers are specified by PCG unless the supplier is contracted prepaid delivery. Failure to comply could result in a monetary penalty. If material has to be bought at a higher cost through a spot buy, the difference in price will be charged back to the party holding the blanket purchase order for the part in question. Below is a list of non-compliances which would be eligible for charge backs and charge back fees for any occurrence of 'requirement non-compliance' by the supplier. The list includes but is not limited to:

- Sort, rework (only if necessary to maintain production)
- Tow motor support (Hi-Lo/Forklift)
- Reoccurring Issues, clean point break
- Shipping material without approval (PPAP)





- Shipping discrepancies, wrong or no ASN, foreign material etc.
- Incorrect packaging material or structure
- Late corrective action
- Customer returns or charges
- Engineering assistance, warranty investigation
- Machine downtime
- Assembly line downtime
- Failure to provide onsite support for problem resolution.
- Administrative and/or DMN Fee

For Chargeback amounts, please refer to each PCG plant fee schedule.

#### 4.5 REJECTIONS

Rejected material will be charged back to the supplier at current prices. The supplier will be responsible for all expenses incurred by PCG resulting from their non-conformity which shall include but not be limited to:

- Sorting time
- Equipment downtime
- Premium placement time
- Administrative costs
- PCG customer charge backs, sort time and warranty
- Product recall costs





## **APPENDIX A**

		Sup	plier Contact	Informa	atio n	
Supplier:						
Web Address						
Duns#				EDI VAN:		
EDI Code:				Time Zone:		
	Chin Erom Addro				D:II:	a Addmag
	Ship From Addre	385			DIIII	ng Address
Db #-				F#		
Phone #:			_	Fax #		
	Shipping Hours	s:			Produ	iction Hours
1st Shift:				1st Shift:		
2nd Shift				2nd Shift:		
3rd Shift:				3rd Shift:		
Pos	ition	Name	Work Phone & Ext.	Home/Ce	ell/Pager	E-Mail Address
	Representative					
	tomer Scheduler Quality Contact					
	Shipping Contact			1		
	and Shift Contact					
	3rd Shift Contact					
	aterials Manager					
	Quality Manager			1		
	neering Manager General Manager			<del> </del>		
	OS Administrator			1		
	/4.5	/=				
	<u>(Απ</u>	er Hours/En	nergency-3 Cont	acts MUS	ST be Provi	ded)
Poe	ition	Name	Work Phone & Ext.	Emera	jency #	E-Mail Address
103	action .	Hame	WOLK FIRME & Ext.	Пис	circy #	Lividii Addiess
				<del>                                     </del>		
	***EMERGE	ICY NUMB	ERS WILL BE H	ELD IN S	STRICT CO	NFIDENCE***





## **APPENDIX B**

#### **PCG PACKAGING FORM**

## **Purchased Component Packaging Form and Shipping Instructions**

**Expendable or Returnable Packaging** CAMACO/AMVIAN PURCHASE ORDER: SUPPLIER NAME: CAMACO/AMVIAN PART NUMBER: SUPPLIER ADDRESS: CUSTOMER PART NUMBER: SUPPLIER CODE: PART DESCRIPTION: SUPPLIER PHONE NUMBER: PROGRAM: SUPPLIER FAX NUMBER: ESTIMATED ANNUAL PART VOLUME: SUPPLIER MAIN CONTACT: SHIPPING DISTANCE (MILES): CONTACT EMAIL ADDRESS: **COMPONENT DATA COMPONENT PICTURE** COMPONENT DIMENSIONS (LxWxH): INDIVIDUAL PART WEIGHT (LBS.): **CONTAINER DATA** EXPENDABLE OR RETURNABLE: CONTAINER DESCRIPTION: CONTAINER DIMENSIONS (LxWxH): BOX CERTIFICATE (cardboard box only): ECT LBS. RATE: SIZE LIMIT: TARE WT. GROSS WT. CONTAINER PICTURE INTERIOR DUNNAGE DESCRIPTION: PARTS PER CONTAINER (PCS.): CONTAINER WEIGHT with PARTS (LBS.) **UNIT LOAD DATA** SIZE OF PALLET (LxWxH): UNIT LOAD DIMENSIONS (LxWxH): UNIT LOAD DENSITY (PCS.): CONTAINERS PER SKID: UNIT LOAD GROSS WEIGHT (LBS.) ONE UNIT EQUALS DAYS OF PRODUCT: MAXIMUM STACKING HEIGHT: (X)1()2()3()4 53 FOOT TRAILER UNIT LOAD PICTURE CONTAINERS PER SYSTEM DAYS (RETURNABLE CONTAINERS ONLY) MINIMUM & MAXIMUM AMOUNTS: SUPPLIER DAYS OF INVENTORY: CAMACO/AMVIAN DAYS OF INVENTORY: IN-TRANSIT TO CAMACO/AMVIAN: RETURN TRANSIT TO SUPPLIER: CONTINGENCY/OTHER: TOTAL SYSTEM DAYS: TRANSPORTATION MODE: SPECIAL PACKAGING INSTRUCTIONS:





#### APPENDIX C

# CRITERIA FOR SUCCESSFUL SUBMISSION TO CAMACO LLC / AMVIAN AUTOMOTIVE

#### **Method of submission:**

#### **IMDS** – http://www.mdsystem.com

You must register with IMDS and have a user ID and password. Registration can be done online at <a href="http://www.mdsystem.com">http://www.mdsystem.com</a>. This is a FREE SERVICE. You will receive confirmation by email after registering. There is optional training available through IMDS if you are not familiar with how to submit parts. There is also a small demonstration at <a href="https://www.imds-elearning.com">www.imds-elearning.com</a>. Click on the IMDS Training Tab, select demonstration, and follow the instructions. There is also help in the IMDS system once you are logged in. When submitting to PCG via IMDS, send the parts to the respective PCG organization code ID #2217.

Reporting Requirements: All parts and materials supplied to PCG must be reported as they are on the finished part. (For example, Solvents in paint that flash off in the process are not on the completed part and therefore not reported.) When naming a material or part, use common names such as steel (1008), (nut n-x-nn), bolt, etc. The PCG part number listed will be used in your IMDS response. Build them as semi-components or materials.

"There are no prohibited, restricted or reportable substances according to the IMDS ILRS guidelines in any materials used in the part except those declared in MDS."

Please have the person that will complete the required task acknowledge receipt of this letter by filling in the following information and e-mail it back to the respective contact as soon as possible, along with a list of all final part number that your company will supply our plant.

Supplier Name: Contact: Phone: Fax:

E-Mail:

You must have your information submitted into the IMDS system prior to you receiving PPAP approval from PCG on any new items and or engineering changes.

If you have any question with registering your information online, please contact the Safety/Environmental Manager





## **APPENDIX D**

			S	eilaau8	r Can	cell	ation	Cla	im				
						Mod	lel Year					cation	Material
											Autho	rization	Authorization
Person Completing Claim			:	Supplier Name						High Point Quantity			
										Date of Schedule			
Telephone No.				Telephone No.						Cumulative Shipped			
										Quantity Cancelled			
Person to Contact Audit				Part Number						,			
Telephone No.				Part Name									
. Sispinorio 140.				. a.c. alino									
Location of Material				Date									
Location of Material			_	Date		_							
	One Assembly Pa	rt Number F	Per (	Claim			Quantity	U/M	Unit Cost	Total Value	Scran	Value	Net Value
Finished Material	Cito Addominity i di	it italiiboi i		Jiuiiii				PC		\$ -	Each	Extended	
Work-In-Process			+				Total co		d and work	in process cannot e			· ·
Part No.	Part Name		%C	ompleted			Total cc	ripiete	a and work	in process cannot e	ACCECU TAD	Ticated que	nuty cancelled.
Tarrio.	<u>rarriane</u>		700	ompicica									
Raw Material Located a	t your Facility												<b> </b>
Tan Matorial Educated a	your ruomy												
Claim Total									<del> </del>				
** A copy of the release	establishing the high no	ints must acco	mpan	v the claim									
MP-050 11-17-08	Socialisting the riight po	11401 4000	puii	., oidii11.									
1411 300 11-17-00													





## **APPENDIX E**

Month: Jan-22	Possible Score	Month or Quarter	Formulas will automatically pop	ulate into supplier scorecard to t	he left.
QUALITY - 50% Weighted	100	#DIV/0!	Program QE		PP
Accting PPM Targets (Parts Per Million or equivalent) [(target-actual)/target]*2	21	#DIV/0!	QTY of parts rejected	QTY of parts received	#DI
				(Shipping & Receiving Menu/	#01
o Third Party Sort activity [10 - (number of sorts in a month)*4]	- 11	10	Number of 3rd party sorts	Receipt History in Plex)	
MS - 3rd Party Certified to IATF 16949:2016, ISO-14001:2015 (no		,	IATF 16949 cortificate and ISO 14001 cortificator		
xpiration/suspension) [yes to both=40, yes to one=20, no=0]	ď	0	(EMTER "1" if unly une, enter "2" if		
	28	20	Number of customer/field returns		
lo customer disruptions/field returns [20 - (number of customer/field returns lo Special Status Customer Notifications or SPR (PRR) ratings assigned [10- (No. P		10	Number of customer/field returns  Number of PRRs/customer corrective	<del>_</del>	
ELIVERY - 25% Weighted	100	#DIV/0!	Materials Team		
hipments received on time [(total shipments - shipments late and	,,	#DIV/0!		# of total shipments	
arly)/total shipments]*30 nipment quantities accurate	31	#DIVIO:	# of late and early shipments	# of total shipments	
(total shipments - shipments inaccurate that exceed +/- 10%)/total		#DIV/01	# of inaccurate shipments that exceed +/-		
Ainment (1°10		#E1110.	10%		
AIAG Bar Code Labels Scannable/Packaging with correct engineering level	- 11	10	# of shipments with incorrect labels		
10-number of shipments with incorrect labels]			00. 00.000. • 00.000. 00.000 C (0.000.000.000.000.000.000.000.000.000.	_	
Shipping documentation accurate (EDI, ASN, Packing Slips, etc)	45	15	# of shipments with incorrect shipping documentation		
15-number of shipments with incorrect labels]		"	(EDI, ASN, Packing Slips, etc.)		
Practices FIFO [yes=5, no=0]	5	0	lapet "Y" or "N"		
No of Incidents of Premium Freight [30 - (incidents of premium freight)*4]	31	30	# of incidents of premium freight		
RESPONSIVENESS - 15% Weighted	100	90	Program QE		
8-D Initial responses and containment plan within 24 hrs. per incident  30 - (number of days late)*2]	11	30	# of days late for 8D initial response and/or implementation of containment		
			# or days late for root cause identification	_	
Root cause identified within 5 business days and PCA defined within 10 business days per incident [20 - [number of days late]"2]	a	20	(5 day target) and/or defined PCA (10 day		
			# of days late for PFMEA and Control	<mark>—</mark>	
PFMEA and Control Plan updated within 30 days after closure of PCA  25 - (number of days late for FMEA or CP)*2]	a	20	Plan updates (target 30 days)		
All sections for the 8D completed with PCA			# of 8D's rejected due to missing	Total # of 8D's requested during	
(total 8Ds-8Ds with missing information)/total 8Ds]*15	15	15	information	the month	
PC, test results and verification results provided as applicable			# or on a mithout effective verification of	AN III AII AII AII AII AII AII AII AII A	
(total 8Ds-8Ds with missing information)/total 8Ds]*5	5	5	PCA		
			Was technical support provided by the	<del>-</del>	
echnical Support - Quality, Materials & Engineering Support (includes onsite visits)			supplier for any issues?		
yes=5, no=0]		· .	Input "Y" or "N"		
			(Input "Y" if there were no issues) Did supplier effectively communicate	_	
echnical Support - Communication - feedback without prompting [yes=5, no=0]	5	0	without continuous followup?		
			lapet "Y" or "N"		
PART APPROVAL - PPAP - 10% Veighted	100	0	Program QE		
Approved PSW/TASP received prior to receipt of parts [yes=50, no=0] Containers identified with Special Status (TASP,PER,Yellow Dot,Third Party, etc.) as	31		laput "Y" or "N"	_	
equired [yes=20, no=0]	21	0	Input "Y" or "N"		
full PPAP package received on time [yes=10, no=0]	- 11	0	lapet "Y" or "N"	<del>-</del>	
Extension of Tasp or Interim Approval received prior to expiration date [yes=20, no=	21	0	lapet "Y" or "N"		
	IMPORTANCE MODIFIER	Month or Quarter			
VERALL BATIN	Quality = 50	#DIV/0!			
0% to <50% BED	Delivery = 25	#DIV/0!			
50% to <85% YELLOV	Responsiveness =				
≥ 85% GREEN	Part Approval = 10	0			
	Overall (modifi	<b>#</b> DI¥/0!			
	URRENT RATIN	#DIV/0!			





## **APPENDIX F**

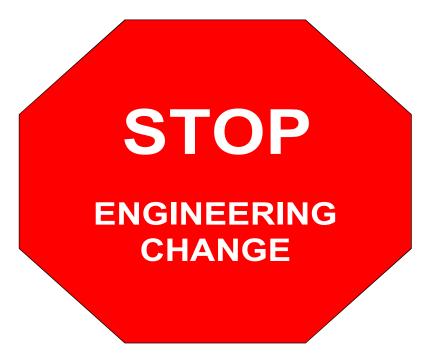
	Process Timeline	Start	End	Status	_
	SREA (Supplier Request for Engineering Approval)				
1	Supplier submits request for SREA to Intier PCG				Date PCG notified a change is requested
2	Supplier submits required SREA documents to PCG				Date full package of required documents sent to PC
3	PCG to review documentation and submit SREA to Customer				End date 5 days from receipt of documents
4	PCG's customer submits SREA to Ford STA				day after review complete
5	Ford STA approval of SREA				10 days from submission to Ford STA
6	Ford Engineering approval of SREA				10 days from approval of Ford STA
7	Ford Plant(s) approval of SREA				2 days from approval of Ford STA
	Move Tooling/1st Runs				
8	Move Tooling and Equipment				Once all SREA signatures are obtained.
9	Supplier to assemble product for Production Evaluation Run (PER) & PPAP				As soon as parts are available
10	Supplier to send Production Evaluation Run (PER) parts to PCG				As soon as parts are available
11	Production Evaluation Run (PER) of 30 pcs at PCG customer				1-5 days from receipt of parts
12	Production Evaluation Run (PER) at Ford customer (if required).				1-5 days from PER build at PCG
13	Run @ Rate (if required)				Prior to PPAP Submission
	DV/PV Testing				
14	DV/PV testing if required by Ford engineering				5 days from receipt of parts if testing is required
	Drawing				
15	Supplier to submit drawing change to PCG engineering (if required).				30 days from receipt of request to change drawing
	PPAP				_
16	Supplier to send PPAP to PCG				1-10 days from Ford approval of SREA
17	PCG customer to review Supplier PPAP & approve				1-5 days from receipt of PPAP package
	Inventory Bank				4
18	Support production with inventory bank until SREA & PPAP are approved				date current material is protected to
	Production				
19	Full production using parts from new process.				1-5 days from PPAP approval

<sup>\*\*\*</sup>Approximate time to get Full PPAP approval to ship product is 120 working days\*\*\*





## **APPENDIX H**



# **Quarantine and Notify**

**Materials Supervisor Immediately** 

**CHANGE REFERENCE NUMBER** 





## **APPENDIX I**

# EXAMPLE CONFIDENTIALITY AGREEMENT (Pages 28-32) CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Confidentiality and Non-Disclosure Agreement (the "Agreement") is	entered into as of 14
June 2021 by and between Camaco-Amvian ("Buyer") and	<u>(</u> "Seller"). Buyeı
and Seller together may be referred to as the "Parties" and individually as a	a "Party".

- A. As part of an actual or prospective business relationship between Buyer and Seller (the "Purpose"), the Parties wish to exchange certain Confidential Information (as defined below); and
- B. The Parties desire to impose certain protections and limitations on use of Confidential Information disclosed under this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto mutually agree as follows:

- 1. Confidential Information. For purposes of this Agreement, the term "Confidential Information" means any non-public technical, commercial, financial non-public information provided by one Party (the "Disclosing Party") to the other (the "Receiving Party") pursuant to this Agreement that is proprietary to the Disclosing Party (in oral, written, or any other form), including but not limited to technology, business operations, prices and pricing methods, quotes, financial performance and projections, business and marketing plans, customers, suppliers, processes, concepts, ideas, strategies, designs, drawings, materials, technical data, specifications, tooling, prototypes, samples, trade secrets, know-how, formulas, and any intellectual property.
- **2. Exclusions.** Confidential Information shall not include information that: (a) was discovered or created by, or was otherwise in the possession of, the Receiving Party before its receipt from the Disclosing Party; (b) is publicly available through no fault of the Receiving Party; or (c) is received by the Receiving Party in good faith from a third party having no duty of confidentiality to the Disclosing Party. The burden of proof of showing that information or materials fall within one of the exclusions in this Section shall rest with the Receiving Party.
- **3. Non-Disclosure and Limitations on Use of Confidential Information**. The Parties acknowledge and agree that they will maintain the secrecy and confidentiality of Confidential Information received from the other Party under this Agreement. The Receiving Party will not





use or disclose the Disclosing Party's Confidential Information to any third party (except as provided in Section 4) without prior written authorization from the Disclosing Party, and will only use the Disclosing Party's Confidential Information for the Purpose. The Receiving Party will not remove any confidentiality, proprietary, or other similar markings from Confidential Information. The Receiving Party also agrees to adopt measures to protect the secrecy and confidentiality of Confidential Information that are reasonable under the circumstances. No disclosures under this Agreement shall be considered offers to sell or public disclosures, and all U.S. and foreign patent rights are expressly preserved.

- 4. Disclosure to Buyer's Customer. Seller acknowledges and understands that, in some circumstances, Buyer may have obligations to disclose certain information to its end customer. Notwithstanding anything to the contrary in this Agreement, Buyer may share Confidential Information with its end customer where required by contract to do so, provided that Buyer's end customer agrees to be bound by the terms of this Agreement or is otherwise subject to a duty to maintain such information as confidential.
- 5. Return of Confidential Information. The original and all copies of any Confidential Information shall be returned promptly by the Receiving Party to the Disclosing Party upon written request by the Disclosing Party, except that upon written request the Receiving Party may retain a single complete copy of the Confidential Information in the exclusive possession of its General Counsel's office solely for use in connection with the prosecution or defense of any dispute arising from this Agreement. The Receiving Party shall only make a reasonable number of copies of the Confidential Information as may be necessary for the Purpose.
- **6. Ownership of Confidential Information**. Each Party shall retain ownership to its Confidential Information. No rights in any intellectual property are licensed or transferred from the Disclosing Party to the Receiving Party under this Agreement. The Receiving Party will not obtain any rights, express or implied, in the Disclosing Party's Confidential Information.
- 7. Term. This Agreement shall remain in effect for an initial term of five (5) years, provided that this Agreement may be terminated earlier based upon a written agreement between the Parties. Following this initial term, this Agreement shall automatically renew annually in successive one (1) year terms, provided that if one of the Parties wishes to terminate this Agreement following the initial term, such Party may provide written notice to the other Party, in which case this Agreement will terminate thirty (30) days following receipt of such notice by the non-terminating Party. Notwithstanding any termination of this Agreement, the obligations of the Receiving Party with respect to the use, disclosure, return and security of Confidential Information shall remain in effect for a period of five (5) years following termination or expiration. With respect to any information designated by the Disclosing Party as constituting a trade secret, such obligations shall remain in effect for as long as such information continues to be maintained as a trade secret.
- **8. Disclosure Required By Law**. Receiving Party may disclose Confidential Information as required in response to a subpoena court rule, or as otherwise required by law,





provided that, to the extent legally permissible, the Disclosing Party is promptly notified of the request and afforded an opportunity to seek a protective order or otherwise contest disclosure of the Confidential Information.

- **9. Entire Agreement**. This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof, superseding all prior oral or written representations, negotiations, understandings and agreements.
- **10. No Obligation for Business**. Nothing in this Agreement, nor furnishing of Confidential Information hereunder, shall be construed to obligate either Party to enter into any further agreement or negotiation with or make any further disclosure to the other Party.
- **11. No Waiver**. No failure or delay by either Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement.
- 12. Availability of Injunctive Relief. Both Parties recognize that the unauthorized use or disclosure by the Receiving Party of any Confidential Information disclosed by the Disclosing Party would cause irreparable injury to the Disclosing Party. Both Parties agree that the Disclosing Party shall, in addition to other available legal or equitable remedies and damages, be entitled to a temporary injunction to restrain threatened or actual violation hereof by the Receiving Party, its agents, servants, employers, employees, and all other persons acting therefor.
- **13. Notices**. Any notices required by this Agreement shall be in writing and shall be given by hand or sent by first class mail or overnight delivery service as follows:

Notices to Buyer:

Camaco-Amvian Automotive

37000 W. 12 Mile Rd., Suite 105

Farmington Hills, Michigan 48331

14. Choice of Law and Forum. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed, interpreted and enforced in accordance with the laws of the State of Michigan and the United States of America. The federal and state courts in the State of Michigan shall have exclusive jurisdiction to hear and determine any claims, disputes, actions, or suits which may arise under or out of this Agreement. The Parties agree and voluntarily consent to the personal jurisdiction and venue of such courts for such purposes.





- **15. No Assignment**. Neither Party may assign this Agreement in whole or in part at any time without the consent of the other Party.
- **16. Counterparts**. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
- **17. Interpretation**. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, and the Parties agree to take any and all steps that are necessary in order to enforce the provisions hereof.
- **18. Authority**. Each individual signing this Agreement warrants that he/she is authorized to and by his/her signature does intend to bind the company for which he/she purports to act.

IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date first written above.

#### CAMACO – AMVIAN AUTOMOTIVE

Ву:	Ву:
Print Name: L. M. Klemczak, Jr.	Print Name:
Title: Vice President - Procurement	Title:
Dated:	Dated:





Companies.

## **IN AGREEMENT HEREOF,** the parties have executed this Agreement as of the date noted

below.	
	UNDERSIGNED:
Date:	[Signature]
	[Print Name]
	Individually and on behalf of the following business entity:
	BUSINESS ENTITY:
	By its authorized agent and representative COMPANIES:
	P & C Group 1, Inc.; Lorain County Automotive Systems, Inc.; Amvian Automotive and CAMACO, LLC
Date:	Ву:
	[Signature]
	[Print Name]
	Its authorized agent and representative





## APPENDIX J (Pages 33-34)

#### Annex A: Control Plan

#### A.1 Phases of the control plan

A control plan covers three distinct phases, as appropriate:

- a) Prototype: a description of the dimensional measurements, material, and performance tests that will occur during building of the prototype. The organization shall have a prototype control plan, if required by the customer.
- b) Pre-launch: a description of the dimensional measurements, material, and performance tests that occur after prototype and before full production. Pre-launch is defined as a production phase in the process of product realization that may be required after prototype build.
- Production: documentation of product/process characteristics, process controls, tests, and measurement systems that occur during mass production.

Control plans are established at a part number level; but in many cases, family control plans may cover a number of similar parts produced using a common process. Control plans are an output of the quality plan.

NOTE 1 It is recommended that the organization require its suppliers to meet the requirements of this Annex.

NOTE 2 For some bulk materials, the control plans do not list most of the production information. This information can be found in the corresponding batch formulation/recipe details.

#### A.2 Elements of the control plan

A control plan includes, as a minimum, the following contents:

#### General data

- a) control plan number;
- b) issue date and revision date, if any;
- c) customer information (see customer requirements);
- d) organization's name/site designation;
- e) part number(s);
- f) part name/description;
- g) engineering change level;
- h) phase covered (prototype, pre-launch, production);
- i) key contact;
- j) part/process step number;
- k) process name/operation description;
- I) functional group/area responsible.

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#### Product control

- a) product-related special characteristics;
- b) other characteristics for control (number, product or process);
- c) specification/tolerance.

#### Process control

- a) process parameters (including process settings and tolerances);
- b) process-related special characteristics;
- c) machines, jigs, fixtures, tools for manufacturing (including identifiers, as appropriate).

#### Methods

- a) evaluation measurement technique;
- b) error-proofing;
- c) sample size and frequency;
- d) control method.

#### Reaction plan

a) reaction plan (include or reference).





## APPENDIX K (Pages 35-37)

#### ANNEX B: Bibliography - supplemental automotive

#### Internal audit

AIAG

CQI-8 Layered Process Audit

CQI-9 Special Process: Heat Treatment System Assessment

CQI-11 Special Process: Plating System Assessment

CQI-12 Special Process: Coating System Assessment

CQI-15 Special Process: Welding System Assessment

CQI-17 Special Process: Soldering System Assessment

CQI-23 Special Process: Molding System Assessment

CQI-27 Special Process: Casting System Assessment

**ANFIA** 

AQ 008 Process Audit

**FIEV** 

V2.0 Production Process Audit Manual

IATF

Auditor Guide for IATF 16949

VDA

Volume 6 part 3 Process Audit

Volume 6 part 5 Product Audit

#### Nonconformity and corrective action

AIAG

CQI-14 Automotive Warranty Management Guideline

CQI-20 Effective Problem Solving Practitioner Guide

VDA

Volume "Audit standard field failure analysis"

Volume "Field failures analysis"

#### Measurement systems analysis

AIAG

Measurement Systems Analysis (MSA)

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#### ANFIA

AQ 024 MSA Measurement Systems Analysis

VDA

Volume 5 "Capability of Measuring Systems"

#### **Product approval**

AIAG

Production Part Approval Process (PPAP)

VDA

Volume 2 Production process and product approval (PPA)

Volume 19 Part 1 ("Inspection of Technical Cleanliness - Particulate Contamination of Functionally Relevant Automotive Components")

Volume 19 Part 2 ("Technical cleanliness in assembly - Environment, Logistics, Personnel and Assembly Equipment")

#### Product design

AIAG

APQP and Control Plan

CQI-24 Design Review Based on Failure Modes (DRBFM Reference Guide)

Potential Failure Mode & Effects Analysis (FMEA)

ANFIA

AQ 009 FMEA

AQ 014 Manual of Experimental Design

AQ 025 Reliability Guide

VDA

Volume 4 Chapter Product and Process FMEA

Volume VDA-RGA "Maturity Level Assurance for New Parts"

Volume "Robust Production Process"

Volume Special Characteristics (SC)

#### Production control

AIAG

MMOG/LE Materials Management Operational Guidelines / Logistics Evaluation

SMMT

Implementing Standardised Work

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#### Quality management system administration

ANFIA

AQ 026 Managing and improving the process

IATF

Rules for achieving and maintaining IATF recognition

#### Risk analysis

VDA

Volume 4 "Ring-binder" (elementary aids, risk analyses, methods, and process models)

#### **Software Process Assessment**

Capability Maturity Model Integration (CMMI)

VDA

Automotive SPICE® (Software Process Improvement and Capability Determination)

#### Statistical tools

AIAG

Statistical Process Control (SPC)

ANFIA

AQ 011 SPC

#### Supplier quality management

AIAG

CQI-19 Sub-Tier Supplier Management Process Guideline

IATF

Minimum Automotive Quality Management System Requirements for Sub-Tier Suppliers (MAQMSR)

#### Health and safety

ISO

ISO 45001 Occupational health and safety management systems

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## **APPENDIX M**

(Pages 38-40)

#### **Supplier Sustainability Policy**

#### Introduction:

Our company is committed to promoting sustainability and responsible business practices throughout our supply chain. We expect our suppliers to adhere to a comprehensive set of sustainability requirements. These requirements encompass a wide range of social, ethical, environmental, and business standards. Suppliers are expected to comply with these standards and pass them on to their tier-1 suppliers. Non-compliance may result in consequences including contract termination.

- 1. Child Labor and Young Workers: Suppliers must not employ child labor or young workers in violation of applicable labor laws.
- 2. Working Hours: Workers should not be forced to work excessively long hours. Suppliers must adhere to labor laws regarding working hours.
- 3. Modern Slavery: Suppliers must not engage in slavery, servitude, forced or compulsory labor, or human trafficking.
- 4. Ethical Recruiting: Suppliers must employ ethical recruitment practices that ensure fair and transparent hiring processes.
- 5. Freedom of Association and Collective Bargaining: Workers should be allowed to join trade unions and engage in collective bargaining without fear of retaliation.
- 6. Non-discrimination and Harassment: Discrimination and harassment based on race, gender, religion, or other protected characteristics are not tolerated.
- 7. Women's Rights: Suppliers must support women's rights, including equal pay for equal work and protection against discrimination.
- 8. Diversity, Equity, and Inclusion: Suppliers are encouraged to foster diversity, equity, and inclusion in their workplaces.
- 9. Rights of Minorities and Indigenous Peoples: Respect the rights and traditions of minorities and indigenous peoples in the areas where operations are conducted.
- 10. Land, Forest, and Water Rights and Forced Eviction: Respect the rights of local communities to land, forest, and water resources. Avoid involvement in forced evictions.
- 11. Use of Private or Public Security Forces: Ensure the responsible use of security forces, avoiding human rights abuses.





- 12. Anti-Corruption and Anti-Money Laundering: Adopt anti-corruption and anti-money laundering measures, including reporting suspicious activities.
- 13. Financial Responsibility (Accurate Records): Maintain accurate financial records and engage in responsible financial practices.
- 14. Disclosure of Information: Be transparent in disclosing information related to sustainability and corporate responsibility.
- 15. Fair Competition and Anti-Trust: Comply with all laws related to fair competition and anti-trust regulations.
- 16. Conflicts of Interest: Avoid conflicts of interest that could compromise ethical business decisions.
- 17. Counterfeit Parts: Do not use or supply counterfeit parts, ensuring product integrity and safety.
- 18. Intellectual Property: Respect intellectual property rights, both your own and those of others.
- 19. Export Controls and Economic Sanctions: Adhere to export controls and economic sanctions, complying with relevant laws and regulations.
- 20. GHG Emissions: Work towards reducing greenhouse gas emissions and increasing energy efficiency.
- 21. Renewable Energy: Promote the use of renewable energy sources wherever possible.
- 22. Decarbonization: Implement measures to reduce carbon emissions and contribute to decarbonization efforts.
- 23. Water Quality, Consumption, and Management: Manage water resources responsibly, reducing consumption and maintaining water quality.
- 24. Air Quality: Implement measures to improve air quality, especially in areas affected by operations.
- 25. Sustainable Resources Management: Ensure sustainable management of natural resources, promoting responsible sourcing.
- 26. Waste Reduction, Reuse, and Recycling: Minimize waste generation, promote reuse, and establish recycling programs.





- 27. Animal Welfare: Uphold standards for the humane treatment of animals if relevant to your business.
- 28. Biodiversity, Land Use, and Deforestation: Protect biodiversity, practice responsible land use, and prevent deforestation.
- 29. Soil Quality: Maintain soil quality and prevent soil degradation in areas of operation.
- 30. Noise Emissions: Minimize noise emissions to reduce environmental impact and protect the community.
- 31. Implementation and Enforcement of Similar Standards towards Tier-1 Suppliers: Ensure that your tier-1 suppliers also adhere to similar sustainability standards and Enforce the passage of these sustainability standards along the supply chain.





### **REVISION AND MANAGEMENT**

## Effective May 30, 2023, this release replaces all previous editions.

REV.	REVISION DESCRIPTION	DATE
Α	Reformatted	10/27/1999
В	Incorporated Terms and Conditions from Purchase Order into the Manual, changed some verbiage to clarify meaning, added charge back amounts and added ISO 14001 statement	8/26/2003
С	Updated Sections 1.0 – 1.3, 2.1 – 2.9, 2.13, 3.1, 3.2, 3.7 – 3.9, 3.11 & 3.12	11/1/2008
D	Added Supplier Change Request to Section 3.7, increased charge for defective notices from \$200.00 to \$250.00, Section 4.4	9/18/2009
Е	Changed Camaco Supplier Manual effective date from October 1, 2009 to December 15, 2010, Removed any mention to TS-16949:2002 & ISO-9001:2000, Updated Supplier Contact Information & Scorecard (Appendix "A") to include instructions for suppliers to update their scorecard monthly as well as their contact info. Changed levy for all Defective Material Notices from a charge of \$200 to \$250. Modified Appendix "F" to consolidate steel/wire & purchased parts into one PPM rating chart. 3.11 Added paragraph regarding supplier being place on containment. 4.4 Added verbiage ref: Shipping Discrepancies 3.8 Annual Recertification – added any annual PPAP submission that is late is cause for an initial \$500.00 fee for the 1st day and \$100.00 for every other day until received.	3/4/2011 3/23/2011
F	1.0 Introduction – Added English to be used as language for all forms of communication	7/6/2011
G	1) Table of Contents: Added Section 2.9.1 Conflict Minerals Reporting, 2) Revised Section 1.2 "Supplier Contact Information", 3) Added Section 2.9.1 "Conflict Mineral Reporting", 4) Revised Section 3.4 "Engineering changes" Added "Stop Sign" Example (Appendix H), 5) Revised Section 3.7 "Custom Specifics" Added "most current version of" 3 places., 6) Revised Section 3.12 "Supplier Performance", 7) Revised Section 4.4 "Cost Recovery Policy" commonize costs within PCG.	4/15/13
Н	1) Materials Systems Requirements: Revised Section 2.1 "Purchase Orders", 2) Revised Section 3.8 "Annual Recertification."	12/9/2014





I	Revised and updated document for new standards IATF 16949:2016, ISO 9001:2015, ISO 14001:2015. Modified the Supplier Rating Scheme and provided calculus for score determination in Appendix I. Changed confidentiality section and provided sample document in Appendix J. Changed overall reference from PCG to reflect entire company by including LCAS as well and making internal references to P&C Group 1 as PCG. Added reference to Customer Specific Requirements (CSR) and included reference to IATF 16949:2016 Appendix A and B.	11/22/2017
J	Revised and updated the released dates of OEM's CSR Manual.	1/20/2020
К	Removed Appendix H (F-0008-99) Supplier rating Scheme. Section 3.12 removed reference to F-0008-99 and replaced supplier calculous from F-0008-76 CASA Camaco-Amvian Supplier Assessment.	7/16/2020
L	Modified 1.0 statement to refer to Terms and Conditions.	05/30/2023
	Added 3.7 for CSR. Removed specific OEM CSR and revision dates.	
	Added bullet point 2.1, By meeting the criteria outlined in the Purchas Order Terms and Conditions available on the Camaco website	
	Removed – 2.1 portion. The Purchase Order and Conditions will reference all requirements, or it will show where the information is available.	
	Removed 2.7 NAFTA Reporting and replaced 2.7 with USMCA Agreement.	
	Added. Supplier performance will be monitored through the Quality Department as follows but not limited to the following:	
	<ul> <li>Incidents or occurrences of defective product (SQRS will support the management of supplier performance)</li> <li>Incidents or occurrences of shipping errors resulting in late product or premium freight charges incoming or outgoing. (KPI for monitoring and measurement of suppliers as input to Management Review)</li> <li>PPM</li> </ul>	
	<ul> <li>Supplier review for high-risk suppliers (In accordance to escalation on Camaco-Amvian Supplier Requirement Manual, 3.11, 3.12 page 18-21)</li> </ul>	
	Replaced Appendix pro forma doc as a replacement for appendix I	
М	Added Appendix M to include Supplier Sustainability Policy	05/30/23