

Supplier Manual

Table of Contents

1. Introduction
 - 1.1 Mission
 - 1.2 Manual Intent

2. Supplier Qualification/Approval
 - 2.1 Supplier Information Form
 - 2.2 W9 Form
 - 2.3 Certification Documents
 - 2.4 Self Evaluation
 - 2.5 On-Site audits
 - 2.6 CDA
 - 2.7 D & B
 - 2.8 Master Supply Agreement

3. Quotations
 - 3.1 RFI, RFE, RFQ Defined. Method of requests
 - 3.2 Firm quotes
 - 3.3 Submission of quotes
 - 3.4 Timing to return quotes
 - 3.5 Data for requests
 - 3.6 Additional requirements for quotes

4. Award of Business
 - 4.1 PO - Distribution
 - 4.2 Blanket PO
 - 4.3 Spot Buy PO
 - 4.4 PO Review
 - 4.5 Terms & Conditions
 - 4.6 PPAP (1)
 - 4.7 Material Certifications
 - 4.8 MSDS
 - 4.9 Program Contacts
 - 4.10 Sub-Suppliers

5. Program Management
 - 5.1 APQP/Program Timing
 - 5.2 Supplier Involvement
 - 5.3 Samples/Master Parts
 - 5.4 PPAP (2) - Submission
 - 5.5 Gages/Fixtures
 - 5.6 Safe Launch Containment
 - 5.7 Packaging
 - 5.8 ECN

6. Releases

7. Delivery/Receiving Requirements
 - 7.1 On Time
 - 7.2 Packaging
 - 7.3 Labeling
 - 7.4 Packing Slip

8. Quality Requirements
 - 8.1 Non-Conforming Product (DMN, CAR, NC)
 - 8.2 Deviation Request
 - 8.3 Traceability
 - 8.4 Document Control
 - 8.5 Tooling Maintenance

9. Cost Recovery

10. Packaging

11. Transportation/Logistics/Freight

12. Invoicing

13. Supplier Performance Measures/Rating
 - 13.1 Delivery
 - 13.2 Quality
 - 13.3 Quality/Delivery Disruptions
 - 13.4 Value
 - 13.5 Management Systems
 - 13.6 Ratings

14. Social Responsibility

15. EPADOT/Safety/Conflict Mineral Report

16. Indirect Material, MRO & Contract Suppliers

1.0 Introduction

- 1.1 **Mission:** We at American Autocoat are committed to provide unequalled painted products and assemblies that meet or exceed customer needs in our core markets across North America.
- 1.2 **Manual Intent:** This manual has been compiled to assist suppliers in understanding American Autocoat's expectations and requirements for a successful business relationship. This manual is designed primarily for materials used directly in production. The expectations set forth herein however, are intended for all suppliers of goods and services as applicable (qualification/approval, quality, delivery, paperwork, etc.).
The manual is an extension of requirements called out on the purchase orders and is also viewed as a supplement to our standard terms and conditions.

2.0 Supplier Qualification/Approval

- 2.1 **Supplier Information Form** is filled out by potential supplier (on American Autocoat website (<http://www.americanautocoat.com/pdf/supply/SupplierInformationForm.xls>) and submitted to Supply Chain.
- 2.2 **W9** form must be submitted to Supply Chain with the Supplier Information Form.
- 2.3 Quality, Environmental, Diversity, Lab **certifications** are submitted to Supply Chain (Potential direct material suppliers must be certified to ISO9001 at a minimum with a goal of IATF16949 certification). Certifications must be from an accredited source.
- 2.4 Direct material suppliers are required to complete a **self-assessment** (on American Autocoat website (<http://www.americanautocoat.com/pdf/supply/SupplierAssessment.xls>) and submit to Supply Chain.
- 2.5 **On-Site assessments** will be made at the discretion of American Autocoat.
- 2.6 Suppliers with access to prints, specs and customer data must sign a Confidentiality agreement (**CDA**)
- 2.7 A **Dunn & Bradstreet** may be generated.
- 2.8 A **Master Supply Agreement** may be initiated.
- 2.9 If the supplier has design or cad capabilities, please provide the method of data you are capable of reading

3.0 Quotations

- 3.1 American Autocoat will solicit **RFI** (request for information), **RFE** (request for estimate) or **RFQ** (request for quote) from approved/qualified/potential suppliers. The request may come formally, via e-mail or a phone call.
- 3.2 RFI & RFE costs will not be considered firm without formal acknowledgement (RFQ) from the supplier.
- 3.3 All requests must be **submitted** at a minimum to Supply Chain. Other departments within American Autocoat may request to be copied also.
- 3.4 All requests are to be returned after **3 business days** unless otherwise specified.
- 3.5 Engineering drawings, required specifications, expected annual volumes, or other special requirements will normally accompany a request. The returned request must unambiguously specify the material(s) or services to be provided. Suppliers are encouraged to question any request they feel does not clearly describe all requirements in unambiguous terms. American Autocoat may ask the supplier to recommend these if data is not available. Suppliers are requested to note this on the returned request.
- 3.6 Quotations (RFQ, RFE, RFI) submitted must include **relevant** pricing breaks, FOB/freight, lead times & any other anticipated costs to provide the product or service as requested.

4.0 Award of Business

- 4.1 Suppliers awarded business will be issued a **PO**. American Autocoat preferred method is to send to the supplier via .pdf e-mail.
- 4.2 Items and services used for the manufacture of product to be sold will be issued a **blanket PO** that will be used to issue releases against.
- 4.3 **Spot Buy** PO will be issued for all non-direct materials and services.
- 4.4 Suppliers are required to review the PO for **accuracy** in price, quantity, specification, packaging, or delivery requirements. Supplier is responsible to communicate and resolve these discrepancies before acting on the purchase order.
- 4.5 The supplier accepts American Autocoat's current purchase order terms and conditions by accepting and acting on the purchase order. The current American Autocoat **PO Terms & Conditions** (on American Autocoat website (<http://americanautocoat.com/pdf/supply/POTermsConditions.doc>) or by request from AAI Supply Chain.

4.6 **PPAP (1).**

- 4.6.1 Production material suppliers are expected to use the most current revision of AIAG PPAP manual as a requirement for preparing submission documentation.
- 4.6.2 Direct material suppliers will be expected to submit Level III PPAP unless otherwise approved or negotiated with AAI. The cost of preparing the PPAP is the supplier's responsibility unless agreed to by American Autocoat.
- 4.6.3 American Autocoat Quality Department will communicate PPAP requirements to the supplier.
- 4.6.4 PPAP warrant must include an IMDS submission module number. PPAP approval will not be granted until IMDS information has been submitted. IMDS data is submitted on www.mdssystem.com to American Autocoat ID # 46285
- 4.6.5 Supplier may not ship parts without PPAP approval or a signed deviation from American Autocoat.

4.7 **Material Certification** is required for all raw materials used in production (i.e. resin, paint, steel). All other production material (i.e. fasteners, tape, stampings) certification is to be available within 24 hours of a request.

4.7.1 Material Certification must include the following:

- 4.7.1.1 Part Number
- 4.7.1.2 Product or material description
- 4.7.1.3 Applicable lot number (s)
- 4.7.1.4 Specification the product meets
- 4.7.1.5 Actual test data showing the product meets specification
- 4.7.1.6 Name and phone number of the person responsible for the certification

4.7.2 Certification must come from an accredited lab. Blanket statements of conformance are not acceptable. AAI reserves the right to require a copy of the lab accreditation be submitted.

4.8 **SDS** (formerly known as MSDS) may be required. Suppliers must provide this data prior to shipping into AAI.

4.9 Suppliers are required to provide an up to date **list of organizational and program contacts**. These are to be updated as changes occur. American Autocoat will provide the same to suppliers.

4.10 Sub-Supplier Control

- 4.10.1 American Autocoat must approve all sub-suppliers used for AAI parts.
- 4.10.2 American Autocoat may designate the sub-supplier to be used. This does not relieve the supplier of providing quality products or managing the day-to-day business operations.

- 4.10.3 Suppliers may not change sub-suppliers without written authorization from American Autocoat.

5.0 Program Management

- 5.1 Program Management is responsible for setup and implementation of supplier **timing** and expectations. Either Supply Chain or Program Management will communicate these to the supplier.
- 5.2 Program Management may request the supplier actively **participate** in the program launch as needed. The supplier's presence at American Autocoat, tool shops, sub-suppliers may be requested.
- 5.3 American Autocoat Quality is responsible for approving production intent **samples and master parts**. Signed off set of samples/masters will be provided to the supplier, American Autocoat Quality and the PPAP archive.
- 5.4 **PPAP (2) – Submission**
- 5.4.1 American Autocoat Quality is responsible for all communications to the supplier relative to PPAP. AAI Quality is responsible for PPAP approvals.
 - 5.4.2 Material, Engineering or process changes affecting PPAP will be discussed on individual basis and will follow American Autocoat ECN process.
 - 5.4.3 Preliminary Process Capability Studies are required for designated Safety, Key, Critical or Significant Characteristics that can be measured using variable data. The number of parts samples, methods & capability requirements are as defined in the current AIAG PPAP manual, unless otherwise specified in writing.
 - 5.4.4 Material &/or performance tests are expected whenever chemical, physical, metallurgical or performance requirements are specified on the engineering drawing or purchase order. Specific requirements for material tests & reports are as defined in the current AIAG PPAP manual unless otherwise specified in writing.
 - 5.4.5 PPAP warrant must include an IMDS submission module number. PPAP approval will not be granted until IMDS information has been submitted. IMDS data is submitted on www.mdssystem.com to American Autocoat ID # 46285.
 - 5.4.6 Supplier may not ship parts without PPAP approval or a signed deviation from American Autocoat.
 - 5.4.7 **Requirements for non-automotive/non production material approvals will be specifically described on the RFQ & initial purchase order. Where applicable, one of the AIAG submission level requirements will be utilized.**

5.5 **Gage/Fixture Calibration and Maintenance** is the responsibility of the supplier. Documented proof of calibration and maintenance will be provided on request. Calibration must be from an accredited source.

5.6 **Safe Launch Containment**

- 5.6.1 The supplier is required to have a safe launch management containment plan for all new products
- 5.6.2 American Autocoat Product Launch Team will determine which product requires a containment process and the requirements for containment.
- 5.6.3 The following are guidelines for safe launch containment unless a deviation is agreed to in writing from American Autocoat.
 - 5.6.3.1 The first 5 shipments of production saleable items shipped will be certified as going through the safe launch containment process.
 - 5.6.3.2 All product certified will be from production intent and PPAP approved process. Containment must be 100% of product, by trained personnel, in an offline containment area, separate from normal inspection processes. All products will be identified with containment labels containing the inspector number, date of manufacture and the words “100% Containment”
 - 5.6.3.3 Documentation of containment results will be made available upon request. Results will include defects identified, quantity inspected and quantity rejected. Pareto or trend charts may be required as applicable.
 - 5.6.3.4 Safe launch containment results must be submitted and approved by AAI to remove GP-12 100% inspection.

5.7 Suppliers are responsible for **packaging** product in containers that preserve and protect the material during shipment, in process or storage at American Autocoat. The product must be clearly identified by AAI label standards (AIAG label spec). Labels must include expiration dates if applicable. Standard pack will be agreed to during the launch program.

5.8 **Engineering Change**

- 5.8.1 Engineering change request/notification (ECR/ECN) may be generated by supplier or AAI. A supplier may initiate an ECR for changes to process, product or material. Supplier is to submit the request to American Autocoat Program Engineering during pre-launch. Submission is made to the Quality department post launch. Both departments will evaluate the change.

- 5.8.2 Once the evaluation is complete the supplier will be notified if the request for change has been approved. No changes can be made without written authorization from American Autocoat.
- 5.8.3 Supplier will be required to resubmit PPAP to the level required by AAI based on the current AIAG PPAP manual.
- 5.8.4 The change cannot be implemented if it has been rejected.

6.0 Releases

- 6.1 Supplier quantity requirements may be issued in one of the following ways:
 - 6.1.1 Requirements spelled out on the PO
 - 6.1.2 ERP generated material releases
 - 6.1.3 Spreadsheet release
 - 6.1.4 Informal e-mail request (this should be an exception, not standard practice)
- 6.2 Materials will work with each supplier to communicate the method to be used. Electronic methods are always the preferred method.
- 6.3 The release requirements will contain the following:
 - 6.3.1 Supplier Name, address and supplier number
 - 6.3.2 The name of the contact the release is sent to. (if the information is incorrect, it is the suppliers' responsibility to contact AAI with corrections)
 - 6.3.3 Purchase Order number (must be on all shipping and invoicing documents).
 - 6.3.4 Part number and description (must be on all boxes and documents)
 - 6.3.5 Delivery dates (this is the date due in house at American Autocoat)
 - 6.3.6 Quantity required

7.0 Delivery/Receiving Requirements

- 7.1 Delivery is expected to be **100% on time** to the date required on the PO or release. Deliveries are considered on time if they are up to 2 days early and ZERO days late. This is measured in Supplier Performance.
 - 7.1.1 Suppliers who will be late with delivery are required to notify your American Autocoat contact prior to missing delivery. Any additional costs incurred by late deliveries will be charged back to the supplier.
 - 7.1.2 Standard receiving hours are Monday through Friday 7:00 am to 4:00 pm. Special accommodations can be made upon request.

7.2 All product will be shipped in agreed to standard **pack** quantities unless requested in writing by American Autocoat. AAI will work with the supplier to develop standard pack upon request.

- 7.2.1 No more than one part number per package.
- 7.2.2 Standard pack may not weigh more than 30 pounds.
- 7.2.3 Skids must be 4-way entry of sufficient strength to support the parts. Skid heights are not to exceed 48”.
- 7.2.4 Supplier cannot change the packaging without written approval from American Autocoat.

7.3 All incoming production material must be bar code **labeled** according to AIAG standards. Non- production material labels do not have to meet the AIAG standard at this time. Each label for all product must contain the following:

- 7.3.1 AAI Part Number
- 7.3.2 Description
- 7.3.3 Quantity
- 7.3.4 PO Number
- 7.3.5 Lot Number
- 7.3.6 Name and address of the supplier in human readable form

7.4 A **packing slip** must accompany every shipment of product. The packing slip must contain the following information:

- 7.4.1 Destination name and address
- 7.4.2 Supplier Name and address
- 7.4.3 Delivery date
- 7.4.4 Bill of Lading number
- 7.4.5 AAI part number
- 7.4.6 Part Description
- 7.4.7 Actual ship quantity
- 7.4.8 Lot number (s) if applicable
- 7.4.9 American Autocoat Purchase Order Number

Incomplete paperwork including Packing Slip, Material Certs, SDS (formerly MSDS) can result in the following:

- Product may be refused
- Payment may be delayed
- Production could be jeopardized
- Corrective Action may be issued
- Supplier Performance score and rating may be affected.

8.0 Quality Requirements

- 8.1 Suppliers will be notified of all **nonconforming product** (DMN). Notification will take place via e-mail or phone communication.
- 8.1.1 The severity of the nonconformance will determine if American Autocoat will require immediate action or will accumulate defects for 30 day intervals.
 - 8.1.2 In all cases, suppliers will have 24 hours to respond to the issue and initiate a plan for problem resolution.
 - 8.1.3 Suppliers will be given an additional 24 hours to provide disposition of material (return, scrap, rework, etc.)
 - 8.1.4 Supplier may be issued a request for formal corrective action (CAR). CAR's will employ a cross-functional discipline approach to identify and resolve the problem. (8D is preferred). The response to a formal CAR will be typed, not hand written.
 - 8.1.5 The initial response to a formal CAR is required within 24 hours. This should include interim actions taken to prevent further nonconforming material.
 - 8.1.6 Completed formal CAR is required within 15 days must include root cause and final CAR to be submitted within 30 days with validation and preventative measures.
 - 8.1.7 The supplier may be required to go on 2nd or 3rd party containment for a period of time or a certain number of parts.
 - 8.1.8 Suppliers are required to notify American Autocoat Quality of all possible nonconforming material if they discover a suspected failure within their process or system.
 - 8.1.9 Repeat issues may require supplier's Senior Management to present corrective actions directly to the American Autocoat Team.
- 8.2 Product is expected to meet all purchase order, PPAP & reference engineering drawing specifications unless a **“Request for Deviation”** is submitted by a supplier prior to shipment AND is approved by American Autocoat Quality in writing.
- 8.3 Suppliers are required to have a **system** in place **that tracks product** from raw material to finished goods. The system must include lot/batch numbers and shipping dates
- 8.4 **Document Control**
- 8.4.1 Suppliers shall have in place a documented system for monitoring receipt, control and obsolescence of all American Autocoat supplied drawings, specification, part revisions and related internal documentation.
 - 8.4.1.1 Documentation will be retained for the life of program plus 5 years unless legal, government or automotive OEM

requirements exceed this time period, in which case the legal, government or automotive OEM requirement shall prevail.

- 8.4.2 Suppliers shall have a documented system in place for receipt, control and acknowledgement of American Autocoat Supplier Manual.
- 8.4.3 Documented procedures shall define responsibility for responsibilities for record control.

8.5 Tooling Maintenance

- 8.5.1 Suppliers are responsible for the preventive and predictive maintenance on all tooling. Records of maintenance work will be maintained for all tooling.
- 8.5.2 Any maintenance or repair work that may affect American Autocoat production schedules requires the supplier to notify AAI. Timing must be discussed and resolved before action is taken.
- 8.5.3 Supplier will release customer owned tooling (AAI or OEM) upon request.
- 8.5.4 Repair on AAI or OEM owned tooling must be approved and authorized by American Autocoat. Unauthorized work will not be reimbursed under any circumstances.

9.0 Cost Recovery

- 9.1 American Autocoat reserves the right to recover costs from suppliers for disruptions and non-conformances as noted below.
 - 9.1.1 American Autocoat will recover all customer charges as they relate to supplier quality defects/rejects along with any overtime AAI incurs to meet customer's production schedules.
 - 9.1.2 A **\$100** general administrative fee may be charged for all non-conformances requiring action by American Autocoat associates.
 - 9.1.3 Rework/Containment by American Autocoat associates rates are **\$75 per hour**. The supplier will be given the option to come to AAI in person or send a 3rd party in to sort or rework to avoid this charge. This must occur within 16 hours.
 - 9.1.4 Returned non-conforming material will be shipped at the supplier's expense.
 - 9.1.5 Any shipment arriving at American Autocoat without the required documentation or with incorrect information (missing cert, mislabeled product, packing slip errors, etc.) may be refused at our option. If this results in shutdown, the charges below will be assessed. The general administrative fee may also apply.
 - 9.1.6 In the event that American Autocoat mold, paint or assembly operations are shut down due to no-receipt of product or receipt of defective

product, an hourly charge equal to the rate per hour of the equipment will be charged until the equipment is back up and running. **Hourly rates range between \$150 per hour to \$2000 per hour depending on the equipment and labor required.**

- 9.1.7 Supplier is responsible for any premium freight required to rectify non-conformances.
- 9.1.8 If a supplier issue requires the extended use of American Autocoat resources to close out an issue, the supplier will be notified and asked to provide on-site support for the duration of the issue or will be charged for use of AAI resources. **Hourly rates for salaried and Engineering resources will be charged at \$125 per hour.**
- 9.1.9 Travel time and expenses incurred by American Autocoat employees (hourly and salaried) may be charged back in total to the supplier (i.e. plant visits, customer visits and updates, etc.).
- 9.1.10 The foregoing will not limit any of the other rights and remedies that may be available to American Autocoat under the parties' contract or applicable law.

10.0 Packaging

- 10.1 Supplier may not change the agreed to standard pack without written authorization from American Autocoat.
- 10.2 Suppliers are responsible for cleaning and maintaining returnable containers and dunnage
- 10.3 If returnable containers and dunnage is returned to the supplier damaged from American Autocoat, it is the supplier's responsibility to notify AAI immediately to resolve the issue.

11.0 Transportation/Logistics/Freight

- 11.1 Suppliers are required to track all incoming and outgoing premium freight expenses they incur and have the data available if requested by American Autocoat.
- 11.2 American Autocoat will assume responsibility for premium freight costs when adequate lead-time has not been provided based on the quoted committed lead times. Use of premium freight in this instance must be authorized by American Autocoat in writing BEFORE shipment is made.
- 11.3 Transportation requirements will be agreed to during the quoting phase of a program and agreed to by both parties. This will be spelled out on the purchase order.
- 11.4 Standard receiving hours are Monday through Friday 7:00 am to 4:00 pm. Special accommodations can be made upon request

12.0 Invoicing

12.1 All invoices are to be sent to accountspayable@americanautocoat.com or if you do not have scan and e-mail capabilities to:

American Autocoat
Attn: Accounts Payable
3565 Highland Drive
Hudsonville, MI 49426

12.2 All invoices must include the following information:

- 12.2.1 American Autocoat purchase order number
- 12.2.2 American Autocoat part number
- 12.2.3 Quantity shipped
- 12.2.4 Unit of measure
- 12.2.5 Price per unit
- 12.2.6 Invoice date
- 12.2.7 Shipping date
- 12.2.8 Bill of Lading/Packing Slip number
- 12.2.9 Payment terms
 - 12.2.9.1 **American Autocoat standard payment terms are NET60.**
Any deviation will be agreed to with a supplier prior to activity taking place.

12.3 **Any non-conforming invoices will be returned unprocessed**

13.0 Supplier Performance Measures

13.1 Suppliers delivering direct (production) materials regularly will be measured on the following criteria:

SECTIONS	VALUE
Quality	30
Cost	10
Delivery Performance	20
Customer Disruption	10
Premium Freight	10
Safety / Regulatory	10
QMS	10

13.2 Delivery Performance -100% on time delivery is required – 20 points

13.2.1 Delivery will be measured in terms of number of occurrences missed.

NUMBER OF MISSED OCCURRENCES	SCORECARD VALUE
0	20
1	15
2	10
3+	0

13.3 Customer Disruption - No customer disruptions allowed – 10 points

13.3.1 Customer disruptions will be measured as an occurrence.

CUSTOMER DISRUPTION	SCORECARD VALUE
NO	10
YES	0

13.4 Premium Freight – No premium freight allowed – 10 points

13.4.1 Premium freight will be measured as an occurrence.

PREMIUM FREIGHT	SCORECARD VALUE
NO	10
YES	0

13.5 Quality-100% conforming product - 30 points

13.5.1 Quality will be measured in terms of parts per million (PPM)

QUALITY PPM PERFORMANCE	SCORECARD VALUE
0	30
1 - 750	25
750 - 1500	15
1500 – 3000	10
3001+	0

13.6 Costs-Suppliers ability to financially protect AAI-10 points

13.6.1 Cost will be measured in terms of pricing for the quarter

DESCRIPTION	SCORECARD VALUE
Providing cost savings initiatives / or special value.	10
Pricing competitive / or good value	8
Price Increases	0

13.7 Safety- Do suppliers have any open federal / OSHA investigations.

OPEN INVESTIGATIONS	SCORECARD VALUE
NO	10
YES	0

13.8 QMS Rating-Supplier certification at ISO9001 or greater.

QMS Certification	SCORECARD VALUE
YES	10
NO	0

13.9 American Autocoat Supplier Rating

POINT RANGE	CLASSIFICATION	COMMENTS
90 – 100	Preferred	Suppliers landing in this category will be first in line for new business opportunities.
80 – 89	Acceptable	Suppliers in this category may still quote and be awarded new business
70 -79	Needs Improvement	Suppliers landing in this area may be on new business hold. A formal corrective action may be requested to improve rating.
0 -69	Probationary	Suppliers landing in this category will be on new business hold. A formal corrective action is required. De-sourcing may begin.

13.10 De-sourcing suppliers: Suppliers falling below 70 for two consecutive quarters may be de-sourced. Please consider the following when making that determination.

- 13.6.1 Customer directed supplier
- 13.6.2 Remaining life of program
- 13.6.3 Level of difficulty in changing suppliers
- 13.6.4 Sole source of product
- 13.6.5 Total cost to change suppliers

14 Social Responsibility

14.1 Suppliers are expected to conduct business in an open and ethical manner by requiring their employees to act with integrity at all times, avoiding situations that create conflicts of interest for organizations and/or their employees, not tolerating corrupt practices or the acceptance of bribes.

14.2 Suppliers must have written policies addressing non-discrimination in their practices, at a minimum meeting government regulations. American Autocoat supports a non-discriminatory and racism-free supply chain and we ask our suppliers to do the same.

14.3 American Autocoat is committed to continuous reduction of negative impacts on the environment.. The support of suppliers throughout the supply chain is requested.

14.4 Suppliers are responsible for complying with internationally recognized criteria regarding health and safety standards for their employees, accepted standards on worker's rights (e.g. discrimination, discipline, harassment, working hours, compensation), prohibition of child or forced labor. Social Accountability (SA) 8000 can be used as a model for developing and implementing socially responsible standards of conduct.

14.5 Supplier shall expect their sub-suppliers and distributors to act with similar socially responsible conduct.

15 EPA/DOT/Safety/Conflict Mineral Report

- a. Supplied products must comply with all applicable governmental safety & environmental standards/laws regarding restricted, toxic & hazardous materials. Hazardous materials must be marked clearly marked as such & packaged appropriately.
- b. SDS sheets (formerly MSDS) must be provided for new items prior to delivery of samples or production materials. An updated version of the SDS will be forwarded to American Autocoat Supply Chain whenever it is revised.
- c. The OEM's are requesting Conflict Mineral Reporting due to the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. They are required to create a report to the SEC to disclose whether or not the products they manufacture or contract to manufacture contain "conflict minerals" that are "necessary to the functionality or production" of those products. Suppliers may be required to complete this form.

16 Indirect Material, MRO and Contract Suppliers

- a. This manual applies to all suppliers to American Autocoat. Supplies of indirect materials, MRO (maintenance, repair & operations) and contracted suppliers are required to follow the guidelines set forth in this manual as it pertains to their business with American Autocoat.

Procedure			
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Approved by:	Bob Rusticus	Revision Date:	10/01/2019
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Revision History

Revision	Reason	Approver	Effective Date
A	Initial release	Lyn Gunderman	2/12/2012
B	Revised	Bob Rusticus	6/6/2012
C	Rewritten/Revised	Bob Peabody	1/16/2014
D	Update per IATF standard	Chad Huber	11-3-17
E	Updated 13.1 to match added scorecard measurements	Chad Huber	11/21/2017
F	Updates: 2.3 to be IATF, 4.3 Spot Buy, 5.6 GP12 requirements, 7.0 & 11.4 Shipping Hours, 8.1 CAR timing, 12.2 changed net terms to 60	Chad Huber	10/01/2019

