

Fisher Company

SUPPLIER MANUAL

2009
Revision 1

SUPPLIER QUALITY SYSTEM STANDARDS

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SUPPLIER QUALITY SYSTEM STANDARDS

MESSAGE TO SUPPLIERS

Fisher & Company's attention to quality and customer satisfaction has allowed us to be successful business leaders for the past sixty years. With today's performance expectations, robust quality systems are essential. An effective quality system uses continuous improvement, effective problem solving, and world-class manufacturing processes to meet the industry expectation of zero defects. Robust systems increase profitability and productivity for all. Poor quality has no rewards.

Fisher & Company can only succeed as a global leader in safety mechanisms and structures with the dedication and commitment of its suppliers. We ask our suppliers to support us in maintaining our competitiveness, our attention to quality, and our customer relationships. Only high-quality components can ensure high-quality finished product to our respective customers.

We too are affected by the global economic downturn, but we are using this opportunity to eliminate waste and streamline our operations through our continuous improvement initiatives. The enclosed standards are here not only for you to meet the supplier quality requirements of Fisher & Company, but also to allow each supplier to maximize their potential for profitability and to maximize new opportunities with their customers.

Sincerely,

The Fisher Family of Companies



From left to right: Alfred J. Fisher IV, Michael R. Fisher, Alfred J. Fisher, Jr., Alfred J. Fisher (portrait), and Alfred J. Fisher III.

SUPPLIER QUALITY SYSTEM STANDARDS

Corporate Structure

Fisher Dynamics, Fisher De Mexico, and FD-China are divisions of Fisher & Company, Inc. This supplier manual contains the requirements for the production suppliers of these divisions.

Facilities

Fisher Dynamics

Main Tel: (586) 746-2000

Main Fax: (586) 296-1607

East Plant (address to invoice for all NAFTA plant locations)

33300 Fisher Dr.

St. Clair Shores, MI 48082

Mid West Plant

33180 Fisher Dr.

St. Clair Shores, MI 48082

SouthEast Plant

33101 Harper Ave.

St. Clair Shores, MI 48082

West Plant

33140 Fisher Dr.

St. Clair Shores, MI 48082

Far West Plant

33100 Fisher Dr.

St. Clair Shores, MI 48082

Plant #1 Stamping

1625 West Maple Road

Troy, MI 48084

Plant #4 Stamping

6550 Progress Drive

Sterling Heights, MI 49312

Plant #6 Stamping

700 South Minnesota Ave.

Brownsville, TX 78521

FD-China

+8621 5774 0958

+8621 6774 0811

Fisher Dynamics Automotive Seating Components (Shanghai) Co Ltd.

Building 4, 1158 Kaiming Road

Songjiang, Shanghai China 201600

Fisher De Mexico

Main Tel: (586) 746-2000

Main Fax: (586) 296-1607

Plant #1

Diagonal Lorenzo De La Garza #37

Entre Avenida Pedro Hinojosa y Norte 4

Ciudad Industrial De Matamoros

H. Matamoros, Tamaulipas 87494

Plant #2

Ave. Pedregal #300

Entre Chapultepec y Lauro Villar

Col. Ciudad Industrial

H. Matamoros, Tamaulipas 87499

SUPPLIER QUALITY SYSTEM STANDARDS

1.0 PURPOSE

This manual provides quality standards for suppliers to adhere to during the production of parts or materials called for on a Fisher & Company purchase order. This manual mandates the establishment and maintenance of a quality program by suppliers to assure compliance with requirements. The quality program shall be documented by the supplier and is subject to review by Fisher & Company. These recommended quality system elements are to help ensure that purchased parts and materials will meet the quality standards specified by Fisher & Company and their customers. **The responsibility for supplier quality remains with the supplier, and nothing in this supplier program (including adherence to the requirements) shall relieve suppliers from this responsibility.**

1.01 Scope

These quality system standards apply to all parts or materials purchased by the divisions of Fisher & Company, Inc. and secondary part processors. All parts, materials or secondary processors to Fisher Corporation shall ensure product is produced, processed, controlled, inspected, and tested in accordance with the requirements set forth in this manual as well as engineering drawing and/or specification requirements.

1.02 Sourcing Statement

Fisher & Company encourages the development of its suppliers to offer the latest technologies, creative design solutions, world-class quality systems, efficient manufacturing systems, localization strategies, and lowest total cost. In this market, only those who show a willingness and desire to improve through their actions and performance results will continue to thrive with Fisher & Company.

Market conditions, competitiveness, supplier performance, program end-of-life, or other reasons can dictate early termination of sourced business.

2.0 SUPPLIER QUALITY SYSTEM REQUIREMENT

ISO-9000:2000 is the minimum third-party certification required. Quality certificates must be submitted annually to the appropriate Fisher & Company buyer.

3.0 SUPPLIER/SUBCONTRACTOR SELECTION

Suppliers and/or subcontractors who are approved through Fisher & Company customers are considered approved sources. Suppliers who have attained third party registration to the minimum requirements stated in Section 2.0 are considered approved sources. New suppliers must pass an onsite Supplier Quality Audit for TS (SQuAT) in addition to the third-party certification in order to become an approved supplier. Alternatively, the supplier may be requested to perform a self-audit using SQuAT in order to become an approved supplier. Customer-directed suppliers are considered approved suppliers.

4.0 ADVANCED PRODUCT QUALITY PLANNING (APQP)

Advanced Product Quality Planning is a systematic method to define and establish timing, controls, and processes to assure a product meets a customer's satisfaction. Fisher & Company suppliers shall have a system implemented for Advanced Product Quality Planning.

Advanced Product Quality Planning is required for the following conditions:

- When developing new processes and/or products
- When engineering changes may affect current processes and/or current products
- When reacting to processes or products with quality concerns

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The supplier shall establish a quality planning program and show evidence of this program. This program shall include quality-planning teams. These teams shall be used during the start of new or changed products. The team should include representatives from engineering, manufacturing, material control, purchasing, quality, and subcontractors as well as Fisher & Company representatives (Quality, Engineering, etc.). **Refer to the current AIAG Advanced Product Quality Planning and Control Plan manual for further information regarding APQP.**

4.01 Process Flow Diagram

The process flow diagram is a visual diagram to show how materials and products move through process operations and control points. This diagram is beneficial in the development of the Failure Mode and Effects Analysis and Control Plan. Fisher & Company suppliers shall develop a complete Process Flow Diagram. The operation numbers indicated in this document shall be the same numbering sequence indicated in the Control Plan and Process FMEA. These are required for PPAP approval. **Refer to the current AIAG APQP manual for further information regarding Process Flow Diagrams.**

4.02 Failure Mode and Effects Analysis (FMEA)

The intent of a Process FMEA is to identify potential failure modes and how they affect a product/process. It aids in identifying actions which could eliminate or reduce the chance of a failure occurring. Fisher & Company suppliers shall develop Process FMEAs for new and changed processes. All Critical/Significant characteristics (CC/SC) and Important Product Features (IPF) shall be included in the FMEA. Complete Process FMEAs are required for PPAP approval. **Refer to the current AIAG FMEA manual for further information regarding Failure Mode and Effects Analysis.**

4.03 Control Plan

The Control Plan is a document used to control the manufacturing of a product or family of parts to meet the customer's quality requirements. These controls shall be developed starting with the receipt of raw material through the shipment of finished products. This document is used to identify product/process characteristics, inspection methods, and control methods. All Control Plans shall be based upon a C=0 sample plan, which equates to an acceptance level of zero defects for all products at any given time. A control method shall be developed and indicated in the Control Plan for all Fisher & Company Critical/Significant characteristics and Important Product Features specified on engineering drawings. All designated CC/SC's shall have Statistical Process Controls referenced in the Control Plan. Control Plans will be reviewed by Fisher & Company Quality personnel and are required for PPAP approval. Complete Control Plans are required for PPAP approval. **Refer to the current AIAG APQP manual for further information regarding control plans.**

Suppliers shall request Flow Diagrams, Process FMEAs, and Control Plans from their subcontractors regarding the processing of material or parts supplied to Fisher & Company. These documents shall be included the supplier's PPAP package.

Suppliers are required to review their Process Flow Diagrams, Process FMEAs and Control Plans as needed to ensure any Defective Material Notices (DMNs) are addressed and included in updates to these documents. The updates are to be attached with the Corrective Action to the DMN response. The updates will be reviewed by Fisher & Company Quality personnel prior to acceptance of the Corrective Actions.

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4.04 Measurement System Analysis (MSA)

The quality of measurement data produced by test equipment and gages is important to determine process and product conformance. The supplier shall establish a program for all gages to identify measurement error and how it relates to process or product conformance. Gage repeatability and reproducibility can be best determined by using the average and range method for a variable gage study. The acceptance criteria for gage repeatability and reproducibility (GR & R) are as follow:

- Under 10% error - acceptable measurement system
- 10% to 30% error – may be acceptable, depending upon importance of application
- Over 30% - considered not acceptable unless otherwise approved, in writing, by Fisher & Company - gage needs improvement and should not be used to measure control plan characteristics; replace or improve gage to acceptable level

GR&R studies are required for PPAP approval when CC/SC or IPF gages are identified in the control plan. GR&R studies for all gages identified in the control plan shall be submitted with the PPAP package. The studies shall be identified with the corresponding CC/SC or IPF number.

Refer to the current AIAG Measurement Systems Analysis manual for further information to perform GR&R studies.

4.05 Statistical Process Control (SPC)

Statistical Process Control (SPC) is an effective method for continuous improvement. Suppliers shall implement statistical process control as an integral part of the overall quality system. Supplier related CC/SCs and, if required, IPFs indicated on Fisher & Company drawings and specifications shall be controlled statistically and referenced in the supplier's control plan. Use of control charts, preferably variable, is the statistical control method recommended to analyze process variation. Suppliers are expected to use the information gained from control charts to reduce process variation.

A 30-piece Pp/Ppk study for Fisher & Company designated IPFs or CC/SCs must be submitted for PPAP approval. The supplier shall have on file and available upon request Cp/Cpk studies for all Fisher & Company-designated CC/SCs and, if required, IPFs.

Acceptance criteria for Pp/Ppk and Cp/Cpk indices and actions to be taken for these conditions are identified in the AIAG PPAP manual. Suppliers shall follow these requirements. Failure to meet these requirements will result in a PPAP and/or shipment rejection, as applicable. **Refer to the current AIAG Statistical Process Control (SPC) manual for further information to implement SPC.**

4.06 Lot Size/Standard Pack

Lot size and/or standard packs are to be agreed upon between Fisher & Company Purchasing and the supplier prior to sourcing. Standard packs will be reflected on the weekly releases and should be verified by the supplier for their accuracy. Standard packs must be included in quote responses.

4.07 Lot Traceability

Lot traceability is a method of accounting for components and/or raw material if a nonconformance to specifications occurs. This system provides a more efficient retrieval of parts and/or raw material. The

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supplier shall establish and maintain documented procedures for identifying the product during all stages of production, storage, and delivery. A supplier lot number shall be assigned to each production lot.

The supplier lot traceability must provide for the following conditions:

- Labeling to be an AIAG B10 Barcode Label containing the Fisher & Company part number, part description, quantity, F&C Supplier Code, revision level, supplier lot number, and serial number on each container. The lot number must be traceable throughout the supplier's system.
- Supplier's system to identify suspect product based upon the lot number on each container.
- Part and/or material lot number traceable back to production and/or quality records for specified lot number indicated on the container.
- Supplier finished product lot number(s) traceable to a given part and/or material lot number and any shipment made to Fisher & Company.
- Part numbers cannot be mixed within a container.
- Containers are to be processed container-to-container.

Die Sources or Outside Stamping Sources that use Fisher-Supplied Raw Material

Fisher Dynamics is required to ensure that raw material that goes to a die source or an outside stamping source is identified with a raw material barcode. This barcode will be attached to the material. It is the supplier's responsibility to ensure this tag is on the material when received and a copy of this material tag is with **every container** when shipped. A copy of the material tag is to be stapled to the suppliers tag and in the container sleeve when shipped. This tag must be with parts in order for Fisher Dynamics's Receiving Inspection to accept these parts. Any unused raw material that is shipped back to Fisher Dynamics also must also include a copy of the material barcode to be accepted. Supplier is required to maintain records of lot traceability. If container or raw material is not identified or traceability is lost then it will be the responsibility of the supplier to get the material tested at an outside certified laboratory to ensure it meets customer print requirements.

4.08 Record Retention

Suppliers shall maintain purchase orders and amendments, PPAP submission packages, re-qualification and validation records, tooling, maintenance, traceability, engineering and inspection records providing evidence of conformity to requirements for the active life (production plus service) of the product plus one calendar year or a minimum of fifteen years, whichever is the longer, unless otherwise specified by Fisher & Company.

Corrective / preventative actions (8D's) and supporting data shall be maintained for three years.

Records of internal quality system audits and management review shall be retained for three years.

All records shall be stored, protected and retrievable upon request.

These requirements do not supersede any regulatory requirements. All specified retention periods shall be considered "minimums".

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4.09 Product Handling, Storage, and Delivery

The supplier shall have a documented procedure for handling, storage, and delivery of products following the requirements specified by the certification listed in Section 2.0. The supplier must follow the requirements stated on the Fisher & Company Purchase Order. The following are Fisher & Company specific requirements:

- The supplier shall provide methods of handling products that prevent damage or deterioration prior to shipment. Spillage or foreign object damage must be reported to Fisher & Company Materials Department prior to processing or shipping (refer to section 7.01).
- The supplier shall use designated storage areas to prevent damage or deterioration of products pending use or delivery. Appropriate methods for authorizing receipt and dispatch to and from such areas shall be stipulated. In order to detect deterioration, the condition of the products in stock shall be assessed during the supplier's scheduled internal audits.
- The supplier shall arrange for the protection of product quality after final processing. This protection shall be extended to include delivery to destination. Packaging is to be agreed upon between the supplier and Fisher & Company Purchasing.
- **Supplier shall ensure stock rotation using FIFO.**

5.0 QUALITY AND PRODUCTION PART APPROVAL PROCESS (PPAP)

PPAP approval is issued by Fisher & Company Quality prior to any production shipments by the supplier. Unless otherwise specified, the default PPAP submission level is Level 3. The PPAP package shall include a copy of the supplier's registration certificate from an accredited certification body and a completed IMDS online submission. PPAP submissions must be prepared using released Fisher Dynamics blank drawings or Fisher Dynamics finished part drawings and specifications. Any deviations require a signed deviation from the appropriate Fisher Engineering representative.

The Fisher & Company PPAP Submissions Checklist can be found at www.fisherco.com and must be completed and included with the PPAP submission. Failure to include the PPAP Checklist with PPAP submission will result in an immediate Rejected status and may also result in a DMN and/or administrative charge.

Unless otherwise specified by Fisher & Company in writing, dimensional layouts are required on a minimum of two parts. These samples are to be randomly selected from a 300 part production run. Where multiple cavity tooling is used, a minimum of one part per cavity must be measured.

The supplier is to submit two PPAP master samples with the PPAP submission to their appropriate SQA. The supplier is responsible for selecting and retaining master sample(s) from the same production lot submitted with the PPAP submission. The supplier shall retain a complete record of findings and the master sample(s) for each submission, including SPC results and, when applicable, appearance approval. Supplier-retained sample(s) may be used for future reference by Fisher & Company and/or the supplier.

For PPAP approval, all product testing specifications (i.e., chemical, physical, metallurgical, environmental life testing, etc.) stated on Fisher & Company drawings must be conducted by an accredited laboratory and submitted with the PPAP, including the lab scope. An outsourced laboratory must be accredited to ISO 17025 or equivalent. An internal qualified laboratory must be ISO9001:2000 or ISO/TS:16949 certified.

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Heat Treat sources must include a microstructure analysis with each PPAP package.

Refer to Section 4.05 for additional requirements pertaining to parts with designated CC/SC's.

Failure to meet the Fisher & Company shipment releases because of a PPAP rejection is not acceptable. The supplier is responsible for submitting a complete, conforming PPAP package at the agreed time to the appropriate SQA. If a PPAP rejection affects the supplier's ability to ship product on time per Fisher & Company releases, the concern must be immediately brought to the attention of the Buyer. **Refer to the current AIAG PPAP manual for further information regarding PPAP requirements.**

5.01 IMDS (Restricted, Hazardous, and Toxic Substances Reporting)

Fisher & Company suppliers must comply with all local, state, and federal laws and safety regulations regarding the use of restricted, toxic, and hazardous substances. IMDS must be submitted online to the IMDS website and approved **prior** to PPAP submission. **All** PPAP submissions must have the IMDS submitted and approved prior to PPAP submission. Failure to complete the IMDS requirement prior to PPAP submission will result in an immediate Rejected status on the PPAP submission and may also result in a DMN and/or administrative charge.

If there is a specific restricted substance requirement on the Fisher & Company drawing (GM3059 for example), then the supplier must submit the FD1000 Restrictive Substances Form with the PPAP submission in order for the submission to be reviewed. This form can be found online at www.fisherco.com. Failure to include the FD1000 Restrictive Substance Form (when required) with the PPAP submission will result in an immediate Rejected status and may also result in a DMN and/or administrative charge.

5.02 GP-9 Run-At-Rate Information

Component suppliers must conduct an internal Run-at-Rate study per General Motors GP-9 requirements and submit a Run-at-Rate summary sheet with their PPAP. Fisher & Company Purchasing may visit the supplier to witness the Run-at-Rate. The complete GP-9 requirements can be found at www.fisherco.com.

5.03 GP-12 Containment

All new component PPAP packages must include a GP-12 Containment/Pre-launch Control Plan with enhanced inspection of parts at the supplier facility, prior to shipment. Suppliers are required to be in containment for at least the first lot of any new part number. This time period may be extended at the discretion of the Fisher & Company Purchasing or Quality personnel. The GP-12 Containment information can be found at www.fisherco.com.

5.04 CQI-9 Heat-Treat System Assessment

For all components, Fisher & Company requires that its suppliers use heat-treat sub-suppliers who comply with the CQI-9 Heat-Treat System Assessment, or are in compliance themselves. Suppliers must ensure that they or their heat-treat sub-supplier completes the survey, meets the survey's minimum requirements, and maintains their compliance. A copy of the finished survey must be included in the PPAP package. This survey can be found at www.aiag.org.

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5.05 CQI-11 Plating System Assessment

For all applicable components, Fisher & Company requires that its suppliers use plating sub-suppliers who comply with the CQI-11, Plating System Assessment. Suppliers must ensure compliance to the assessment and include a copy in the PPAP package. This assessment is available at www.aiag.org.

Plating Processes affected by the CQI-11 Requirement

Zinc
Zinc Alloy Plating
Surface conditioning of metals for decorative plating
Surface conditioning of ABS & PCABS Plastics for decorative plating
Decorative plating
Mechanical plating (all copper, silver, gold, passivation, and any and all metal plating addition processes)

5.06 CQI-12 Coating System Assessment

For all applicable components, Fisher & Company requires that its suppliers use coating sub-suppliers who comply with the CQI-12, Coating System Assessment. Suppliers must ensure compliance to the assessment and include a copy in the PPAP package. This assessment is available at www.aiag.org.

Coating Processes affected by the CQI-12 Requirement

Aqueous cleaning
Mechanical cleaning
Phosphating
Powder coating
Electrocoat
Spray
Dip/Spin
Autophoretic
Convective Cure

5.07 Quality Alert

The supplier shall notify the appropriate Fisher & Company Materials Manager and SQA of any shipments containing suspect material and/or product. The notification of the quality concern must occur immediately after detection, without exception. The supplier shall identify the part number and all lot number(s) suspected. The supplier is required to submit a corrective action in the DMN (if issued), or use the supplier's corrective action form or the F & C Problem Resolution Report found at www.fisherco.com and submit it to their SQA. Replacement material will be requested immediately.

5.08 Defective Material Notices (DMNs)

In the event a supplier ships non-conforming material, the material will be rejected using our DMN system in SupplyWeb. The SQA will create a DMN in SupplyWeb which will notify your Quality contact via e-mail. (Note: The supplier is required to periodically check SupplyWeb for the existence of a new DMN regardless of whether or not they receive a phone call or e-mail.)

Suppliers are required to complete an initial 8-D corrective action report to the Quality Department via the DMN system in SupplyWeb within 24 hours of a quality incident occurring, with a permanent 8-D corrective action report, updated FMEA, and control plans submitted through SupplyWeb within 30 days.

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In addition to the above documents, updated copies of the PFMEA, control plan, and process flow must be submitted to the SQA to update the PPAP on file.

5.09 Fisher & Company Containment Levels

Normal Containment

For each supplier issue found at Fisher, the supplier is required to initiate containment for the defect within 1 hour of being notified by the quality department.

This can be accomplished by using one of the following methods:

1. Send a representative to our facility within 1 hour of being notified, and the representative must have the following at the time they arrive:
 - A written sort procedure that contains the method for sorting, a definition of a non-conformance (criteria), and the color and location of the sort marks that will be placed on the part
 - Any tools required for the sort; gages, paint pens, etc...
 - Any Personal Protective Equipment needed; safety glasses, work gloves, etc...
2. Contract the Fisher Dynamics or Fisher De Mexico approved sort company
 - In this case the supplier must provide the same detailed sort procedure and insure the sort company arrives within 1 hour
 - The supplier will be responsible for all costs between them and the sort company
 - The hourly rate for the sort company is an agreed upon rate between Fisher and the approved sort company and is not subject to negotiation
 - Once enough material is certified in house, the supplier may negotiate a swap of stock with the materials department at the respective Fisher plant.

Controlled Shipping Level 1-CSI

- CSI requires that the supplier initiate a 100% inspection over and above the normal production control plan in response to a non-conformance
- CSI is handled by utilizing the supplier's own employees and does not require the use of a third party
- CSI remains in effect for 30 days past the point that the supplier's completed 8D corrective action is submitted and accepted by Fisher Dynamics or Fisher De Mexico.
- When a supplier is placed in CSI by Fisher & Company, the following procedures must be adhered to:
 - Within 1 hour of being notified, one of the actions mentioned above must be implemented to insure uninterrupted production activity
 - Within 48 hours of the DMN being issued, the quality department from the affected Fisher plant will issue a CSI letter to the quality manager of the respective supplier
 - After receiving the CSI letter, the supplier is required to submit the CSI containment plan to the issuing quality manager prior to making any additional shipments; the plan must include the method for inspection and the color and placement of the CSI markings
 - For the duration of CSI, the supplier must submit the results from their CSI to the quality manager that imposed the CSI weekly using the CSI reporting sheet (found at www.fisherco.com)
 - Failure to comply with the CSI sanctions will result in additional financial penalties

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Reasons for the imposition of CSI include but are not limited to:

1. A repeat issue on the same part within one calendar year
2. Two or more issues on an individual part within three months
3. A non-conformance resulting in the cessation of production in excess of 1 hour
4. A non-conformance that results in a customer (Fisher's customer) rejection
5. The failure by a supplier to implement containment within a three hour time frame of being notified
6. A non-conformance of a component that directly affects the safety of an assembly (determined at the discretion of the quality manager and the purchasing department)

Controlled Shipping Level 2-CSII

If a supplier fails to contain an issue through the CSI process, the supplier will be placed into CSII

- CSII will require that in addition to the CSI containment, the supplier adds an additional level of inspection by utilizing a third party containment house
- The CSII containment shall be conducted outside of Fisher and the source company will be selected by the supplier
- The CSII letter will be issued within 24 hours of the DMN being written
- The supplier will again need to follow the guidelines for initial containment outlined above
- Additionally, a rewrite of the CSI procedure as well as a detailed CSII procedure will be due to the issuing quality manager prior to the next shipment being made
- The CSII procedure must include the name of the third party who will be certifying the material
- From that point, a weekly results sheet will be due to the plant quality manager for both the CSI containment as well as the CSII containment using the CSI and CSII reporting sheets found at www.fisherco.com.
- Both reports must include all lot numbers inspected
- The requirements for exiting CSII are 30 days without incident at our facilities as well as in the containment
- At the cessation of CSII, the supplier shall continue in CSI for an additional 30 days past the accepted 8D

The CSI and CSII forms are located at <http://www.fisherco.com/partner/partner.htm>.

5.10 Chargebacks

At times, a supplier's defective part may cause sorting, scrap, or customer returns. The supplier may have their account debited to cover costs incurred by Fisher as a result of the non-conformance. The chargeback amount will appear in the DMN and will be debited from the next supplier payment. Chargeback amounts will strictly be costs incurred, not punitive. Shipping product at 0 PPM ensures the best opportunity for profitability and cost-avoidance for both customer and supplier, and it is expected.

Examples of costs that can be charged back to the supplier:

- Administrative charge of \$100 for each DMN issued to cover the collection of data and documentation of the quality incident/spill.
- Administrative charges increase for Repeat DMN's, first offense \$250.00, second offense with containment break \$500.00.
- Administrative charge of \$250 for a late response to a DMN.
- Administrative charge of \$1000 for a Fisher customer complaint.
- On-line and warehouse containment activities.

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- Sorting of suspect material in-house, at customer or third party location. Fisher reserves the right to commence the rework or sort process, at a fee of \$25 per hour per employee, plus overhead (i.e. salaried labor, gages, customer returns, scrap, down time, etc.).
- Disposition of supplier and/or customer scrap, including any in-process or finished assemblies. Receiving inspection, material handling, and freight (regular or premium if required) associated with scrap, replacement material, or sending samples.
- Rework and overtime charges to avoid production interruption. Production downtime fines for Fisher and our end customer.
- Travel, all expenses relating to the trip either to the customer or supplier facility for related quality issue.
- Any material testing, internal or external.

The examples above are not all inclusive. Fisher reserves the right to debit all costs associated from supplied defective material.

The supplier has the right to appeal any debit to Fisher & Company Purchasing, Plant Manager, or Quality representative. Final determination will be the sole discretion of Fisher & Company Purchasing.

5.11 Rework

Rework applies to any action taken on product that does not conform to the specified requirements. The supplier shall have documented procedures in place to ensure the control and review of reworked products. These procedures must provide for inspection of reworked products in accordance with the control plan and/or Fisher & Company specifications. Procedures must be submitted to the Fisher & Company SQA for approval prior to implementation. Reworked material must be returned to Fisher & Company and be clearly labeled as such.

5.12 Supplier Performance “Needs Improvement” Notification

Additionally, suppliers may be required to present an onsite review of their 8-D at Fisher. The number of DMN’s issued to each supplier per month and the severity of the occurrences will be the criteria used to determine if a supplier must participate in the reviews. Reviews will be held monthly and suppliers must appear in person at Fisher. The required notification will go to the Suppliers’ Plant Manager, Quality Manager and Sales contact. Supplier representatives at these meetings must have the technical and operational knowledge required to answer and explain the details of the 8-D reports.

If there are any questions regarding the material in this section please forward them to your appropriate SQA.

6.0 PURCHASING

The Fisher & Company supplier shall establish and maintain documented procedures to ensure purchased product meets the Fisher & Company specified requirements. The supplier shall purchase material from Fisher & Company’s approved subcontractors when so directed by Fisher & Company Purchasing.

6.01 Government, Safety, and Environmental Regulations

All materials purchased by the supplier and/or subcontractor to manufacture parts for Fisher & Company shall comply with current governmental and safety constraints on restricted, toxic, and hazardous materials; as well as environmental requirements.

SUPPLIER QUALITY SYSTEM STANDARDS

The supplier shall select subcontractors on the basis of their ability to meet subcontract requirements including any Fisher & Company specified quality requirements.

6.02 Request for Quotation (RFQ)

RFQ's are submitted online via the RFQ Database online at www.fisherco.com. On rare occasions, they are submitted via-e-mail, CD, or hard-copy. RFQ's are to be returned to the appropriate Buyer via the RFQ Database (unless otherwise instructed) by the due date on the RFQ. Quote submissions must include piece price, tooling, gages, a markup drawing (if deviations are required), standard pack quantities, and the FD RFQ Detail form as required. Only electronic responses are accepted. Incomplete quote submissions will not be accepted or considered.

The RFQ database in SupplyWeb is accessed with a usercode and password. Please contact the appropriate Buyer for access.

6.03 Component Detail Drawings

Component prints will most often be sent electronically to the supply base in the RFQ system, but may be mailed, e-mailed or faxed. Prints are normally sent as a .pdf file. Most computers can read these .pdf files using Adobe Acrobat Reader™. This program is standard on most computers, but it can be downloaded from Adobe's web-site at www.adobe.com. Other file formats may be sent on occasion.

6.04 Supplier Code

Each production supplier is issued a supplier code in the Fisher & Company Materials Management system. This code is generally three letters followed by three numbers. This supplier code is also the same as the SupplyWeb User ID, and its RFQ system ID.

6.05 Purchase Orders

Fisher & Company issues two (2) types of purchase orders:

1. **Blanket Purchase Order:** This PO is for all production material. The supplier is to ship against this blanket purchase order as directed by the weekly material release. Blanket purchase orders are available for viewing through SupplyWeb.
2. **Discrete Purchase:** This PO is used for a spot buy, tooling order, or misc. order. These discrete purchase orders will have a unique automatically generated number assigned to them.

Defect acceptance criteria is Zero.

6.06 Freight Terms

Freight terms are identified on the blanket or discrete purchase order. Ship-to locations are also identified on the blanket or discrete purchase order. The supplier is responsible to ensure that containers are properly labeled (as detailed in Section 4.07 and 7.01) before shipment to the next destination.

6.07 Production Part Approval Process (PPAP) Submissions

All Fisher & Company supplier PPAPs must be in .pdf format and sent electronically via e-mail to the appropriate SQA. A warrant, ballooned print, and PPAP samples must be physically sent separately to the appropriate SQA. See Section 5.0 for PPAP requirements. Please contact the Buyer with any questions.

SUPPLIER QUALITY SYSTEM STANDARDS

6.08 ISO9000:2000 or ISO/TS16949:2002 Quality System Requirement

Suppliers must be at a minimum third-party certified to ISO9000:2000. A copy of your registration certificate must be e-mailed to the Fisher & Company Buyer annually. Customer-directed suppliers will be considered approved regardless of certification.

6.09 Restricted, Hazardous, and Toxic Substances

Fisher & Company suppliers must comply with all local, state, and federal laws and safety regulations regarding the use of restricted, toxic, and hazardous substances. Per ISO14001:2004, Fisher & Company suppliers must comply with all environmental, electrical, and electromagnetic considerations applicable to the country of manufacture and sale.

6.10 Supplier Invoices

Fisher & Company does not require invoices for production material ordered via material releases through the blanket PO. An electronic invoice is automatically generated upon receipt of supplier material, and EFT payment commences per the payment terms listed on the blanket PO.

The remittance advice is found on SupplyWeb. EFT and mailed payments do not have an accompanying remittance advice. The supplier is responsible to review the payment and the advice for accuracy. Due to the routine electronic file purging, claims made to Fisher for missing transactions, receipts, or otherwise over four months old may not be considered.

Invoices for discrete POs must continue to be sent to Fisher & Company (i.e. tooling, spot buys, etc.).

6.11 Payment Terms

Fisher & Company corporate payment terms are **Prox 15th, 2nd Month**. All material **received** in the month of January is paid for on March 15th.

6.12 Purchase Order Terms and Conditions

Fisher & Company Terms and Conditions for both blanket purchase orders and discrete purchase orders can be found at www.fisherco.com. It is the supplier's responsibility to either download these terms or request them from Fisher & Company Purchasing. Fisher & Company Terms and Conditions, together with the Supplier Manual and Purchase Order, supersede any other terms unless clearly stated otherwise on the Fisher & Company Purchase Order.

Raw material suppliers must submit a material certification with each shipment through the Materials Certification Database. Please contact your buyer with any questions on this requirement.

6.13 Asset Tags

Suppliers are responsible for identifying tooling with a Fisher & Company Asset Tag. The Buyer can be contacted for the tags. This tag must be affixed to the tool, a picture taken of the tooling showing the attached tag, and the picture sent to the Buyer via e-mail prior to tooling invoice.

SUPPLIER QUALITY SYSTEM STANDARDS

6.14 Payment for Production Parts

Fisher & Company reserves the right to withhold payment on production parts that have not received **FULL** PPAP approval.

6.15 Payment for Production Tooling

Invoices for production tooling will only be processed for payment if the supplier has achieved **FULL** PPAP approval. Standard payment terms will then apply, starting with the date of PPAP approval. Tooling for parts that have a conditional PPAP approval status will not be paid until the PPAP is fully approved or unless these three conditions apply:

1. Fisher & Company Engineering agrees to modify the print to agree with the exceptions in the supplier's PPAP.
2. The print change cannot be made in a reasonable time period and the delay is caused by Fisher & Company or its customer(s).
3. All other PPAP requirements are complete.

6.16 Tooling Timelines

All suppliers must submit a timeline to the Buyer after receiving a Purchase Order for an engineering change and/or new tooling within 48 hours of the receiving the PO. Timelines must identify the steps and timing required to modify or build tooling, PPAP, and exhaust old inventories. **Timelines must be updated and submitted to the Buyer and/or Program Manager on the 15th of every month** (or the Friday before if the 15th falls on a weekend). Timelines must be submitted for all process changes as well. Microsoft Project is the required format.

6.17 Process Changes

All process or sub-supplier changes must be proposed and approved by Fisher & Company prior to implementation. Suppliers are to use the Supplier Change Request database found online at www.fisherco.com when considering a change. Requirements are clearly identified and must be followed. Failure to follow this process when considering changes may result in a production shutdown, chargebacks from Fisher & Company and its customers, or other.

6.18 Tooling Owned by Another Customer

If the tooling used to manufacture a part for Fisher & Company is owned by another of the supplier's customers, then the Buyer must be notified of this relationship in writing. If the other customer makes changes to the tool and those changes affect the part supplied to Fisher & Company, the supplier shall notify the Buyer in writing. A PPAP is required for these tooling changes so that Fisher & Company can PPAP to its customer. The supplier must give Fisher & Company ample time to allow these PPAPs and approvals to occur. Failure to follow this process may result in a production shutdown, chargebacks from Fisher & Company and its customers, or other.

6.19 Diversity Statement

Fisher & Company encourages and expects its suppliers to purchase a portion of its materials and services from certified minority sources. These minority sources should be certified by the National Minority Business Development Council or its regional affiliates. If a Fisher & Company supplier is a minority-owned business, and is a new supplier or has received a new certification, then the supplier

SUPPLIER QUALITY SYSTEM STANDARDS

needs to (1) submit a copy of the certification to the Buyer as well as (2) completing the Minority Sourcing Profile from Fisher & Company. Please contact the Buyer with any questions.

6.20 Service Requirements

All OEM and Tier One customers require that service parts be available from the supplier up to 15 years after program end-of-life (EOL). All Fisher & Company suppliers are expected to keep and maintain tooling in good working condition for 15 years after EOL for any given program. At the time Fisher is notified of service requirements from our customer, we will examine inventories and determine if service parts are needed. Service parts will be offered at production level pricing for 5 years following the EOL. After this period, the pricing will be negotiated for special circumstances. No tooling can be scrapped, altered, or moved without authorization from Fisher & Company Purchasing.

7.0 LOGISTICS REQUIREMENTS

7.01 Labeling

The requirement is an AIAG B10 serialized barcode label on each container that includes the Fisher & Company part number, part description, quantity, FD Supplier Code, revision level, supplier lot number, and serial number. The lot number must be traceable throughout the supplier's system. Each container must have a unique serial number which is not repeated for a minimum of two years. Every production supplier must certify their label through the Buyer prior to their first shipment. Existing suppliers must certify their labels immediately if they have not done so already. The Label Certification Form is found at www.fisherco.com.

Failure to properly label each container may result in a DPR, DMN, non-payment of product received, shutdown of production at Fisher & Company and its customers, chargebacks, and other.

7.02 Packaging

All packaging not supplied by Fisher & Company must be approved through the Packaging Certification Form (found at www.fisherco.com) and included in the piece price unless otherwise instructed. Damaged Fisher & Company returnables or those containing foreign material should be identified as such and returned to Fisher & Company. Suppliers are responsible to ensure that containers used are clean and free of water or other contaminants prior to using the container. Contact the appropriate Materials Manager with any questions.

All parts are to be shipped in the same container and quantity to the next destination, unless otherwise instructed or agreed to.

Containers are to be filled to their identified standard pack quantity. If a standard pack has not been identified, the containers must not be over-filled as to potentially cause damage to the parts or the container. If parts are received over-filled where hi-lo forks could damage parts (or otherwise), contact the appropriate Materials Manager. Suppliers causing a recurrence of this issue will be debited for any associated cost in correcting this issue.

7.03 Material Releases

Fisher & Company authorizes its suppliers with a two (2) week firm fabrication schedule (finished product) and six (6) week planning schedule (raw material). Releases are available on SupplyWeb and may also be transmitted via EDI. Fisher & Company is not financially responsible for any in-process or raw material exceeding these authorizations.

SUPPLIER QUALITY SYSTEM STANDARDS

7.04 SupplyWeb

All suppliers have access to and must utilize SupplyWeb. The site is located at www.fisherco.com under the Partner Resources link. Suppliers may retrieve their material release, blanket purchase order, remittance history, shipment history, Defective Material Notices (DMNs), Delivery Performance Reports (DPRs), or group messages at this site. ASNs (advance shipping notices) can be sent at this site. A User ID and Password are required to access the site. One user ID and password is issued per supplier. The internal distribution and use of this user ID and password is the responsibility of the supplier. Suppliers are required to check the messages portion of SupplyWeb at least weekly.

7.05 Electronic Data Interface (EDI)

Fisher & Company has the expectation of communicating with all of its suppliers via EDI, with suppliers providing serialized ASNs through EDI. SupplyWeb is temporarily acceptable. Fisher & Company utilizes the X12_4010 format for sending releases and receiving ASNs. An additional cost saving option Fisher offers is the use of FTP over the internet for EDI transmission. Specifications for these options are at <http://www.fisherco.com/partner>.

7.06 Advance Shipping Notice (ASN)

All suppliers **must** send serialized ASNs to the appropriate Fisher facility for every shipment of production material. The ASN must be sent and received prior to Fisher receiving the material contained in the ASN. ASNs should be sent through EDI, but can be accepted through SupplyWeb temporarily until the supplier can convert to EDI. Container serial number information must be included on every part number, on every container. Failure to send a proper serialized ASN may result in non-payment for the affected shipment.

7.07 Ship-To Location

All Fisher & Company parts shall be shipped to the company location as indicated on the purchase order unless directed otherwise by the Material Department or identified on the outgoing shipper.

7.08 Certificate of Origin

All suppliers must submit Certificate of Origin documents (C of O's) on each active component that ships to Fisher & Company every January 1 to their respective Material Planner. Failure to comply with this requirement may result in a DPR.

7.09 100% On-Time Delivery

Fisher & Company requires 100% on-time delivery from its suppliers.

7.10 Delivery Performance Review (DPR)

Materials Management monitors the requirement for 100% on-time delivery. The planner compares shipments and schedules from the prior week and issues a DPR if the supplier over or under shipped for the week. They will also issue a DPR if the supplier failed to ship on the assigned ship day (i.e. late or early). DPRs are issued in SupplyWeb and need to be responded to within 48 hours. The response should contain the root cause and corrective action so as to prevent future recurrence of the issue. Repeat issues will warrant further corrective and punitive actions.

SUPPLIER QUALITY SYSTEM STANDARDS

7.11 Engineering Changes, Build-Out Cums, PPAP Approval

Fisher & Company internally releases engineering changes to components through ECRs (Engineering Change Release). If there is a request to make a change to a component, or just to cost a potential change to a component, that request will be sent to the supplier via the RFQ Database.

Engineering changes are kicked off through the receipt of a Purchase Order from the Buyer, which will contain the required timing for PPAP or other documentation. The implementation of the new released component will be coordinated by the Materials Planner and appear on the releases. A build-out cum will be developed between the Buyer and the Supplier, which will drive the implementation date. No obsolescence will be considered, unless approved in writing from the Buyer prior to the change.

When given a build-out cum by the Buyer, a Supplier must not ship new product to Fisher & Company (PPAP samples excluded) until it has fulfilled its build-out requirement. The supplier must notify the appropriate Materials Manager when the build-out cum has been achieved. Obtaining PPAP approval from Fisher & Company does not allow for the immediate shipment of a new revision of parts. A supplier may receive PPAP approval from Fisher & Company before the new revision is required. Often old inventory at the supplier and/or Fisher & Company must be exhausted prior to implementing the new revision. Delay in shipment of the new revision may be due to Fisher & Company obtaining PPAP approval from its customer.

The supplier must ensure there is a complete understanding of the engineering change, the build-out cum, and the implementation date. Upon approval of an engineering change, the supplier must identify the first three lots (or the first die run, whichever is greater) of production parts using an orange engineering change label at the new revision level (see Appendix A). Failure to comply with this requirement may result in obsolete finished and raw material, and the supplier will be debited for scrapped product due to the non-compliance. Any questions should be directed to the appropriate Buyer.

7.12 Cum Reconciliation

All suppliers are required to review their cumulative quantities shipped on a regular and routine basis internally, in Shipment History (SupplyWeb), and in the EFT remittance (SupplyWeb), as well as through your EDI releases. Fisher recommends performing this reconciliation weekly or bi-weekly to ensure that all shipments have been properly accounted for at Fisher and at the supplier, which in turn ensures that payment is made promptly within the payment terms. Failure to reconcile cumulative quantities shipped against the posted receipts at Fisher may result in lost shipments or short pays. Due to routine electronic file purging, claims made to Fisher for missing transactions, receipts, or otherwise over four months old may not be considered. Any questions regarding cum reconciliation should be forwarded to the appropriate Materials contact for immediate resolution.

7.13 Part Number Nomenclature

Fisher has implemented a new part number structure for material handling purposes. Many suppliers have received purchase orders with this new part number structure already. All future new parts or new revision levels will be processed in this manner. The part number will be reflected as P-PPPP-RR, where P-PPPP is the five-digit Fisher part number, a dash "-", and RR is the part revision level expressed as a two-digit number.

When a new blanket PO for a part is received, all material handling related paperwork and processes must be updated to reflect the part number as shown on the PO. Example - A new PO is issued for part 12345-02 (part 12345 at revision 2). ASNs, shippers/BOLs, box/container labels, and scanning fields on

SUPPLIER QUALITY SYSTEM STANDARDS

labels must all be updated (including the "-") to match the part number as shown on the PO, in this example 12345-02.

Only new component part numbers, engineering changes, and POs are affected by this new format... as they occur.

Failure to utilize the appropriate numbering system may result in shipments not being scanned, a DPR and associated charges, and non-payment of said shipment.

Please contact your respective buyer or materials manager with any questions.

8.0 PPM

0 PPM is the expectation. Suppliers can access their monthly plant PPM rating through SupplyWeb in the Supplier Performance – Overall Performance Section.

9.0 PYRAMIDS OF SUCCESS

Fisher & Company Purchasing measures the annual performance of its supply base overall using the Pyramids of Success. This program rates supplier performance in six categories:

1. RPPM (Rejected Parts Per Million)
2. # of Quality Incidents
3. Quality Documentation
4. Delivery Performance
5. Diversity Spending
6. Service

There is also a Certification Bonus category that rewards suppliers for upgrading their certifications.

The information gathered from all plant locations is combined by the assigned Buyer and e-mailed to the supplier on a quarterly basis. This information is to be reviewed by the supplier to identify strengths and opportunities, and work toward action plans to improve for the next quarter.

The information is totaled at the end of the calendar year to provide a total score out of 100. A 90 or above rating shows a true commitment to the goals and objectives of Fisher & Company. Those at 80 or above are at an “acceptable” performance level. Suppliers at 70 or above are considered “struggling”. 69 or below is considered “failing”.

Those suppliers that are “struggling” or “failing” at the end of the year will be requested to submit corrective action plans to improve performance for the following year. These plans will be reviewed and monitored by Fisher to ensure improvement. Being a “struggling” or “failing” supplier can result in a new business hold, partial loss of business, or resourcing.



Pyramids of Success

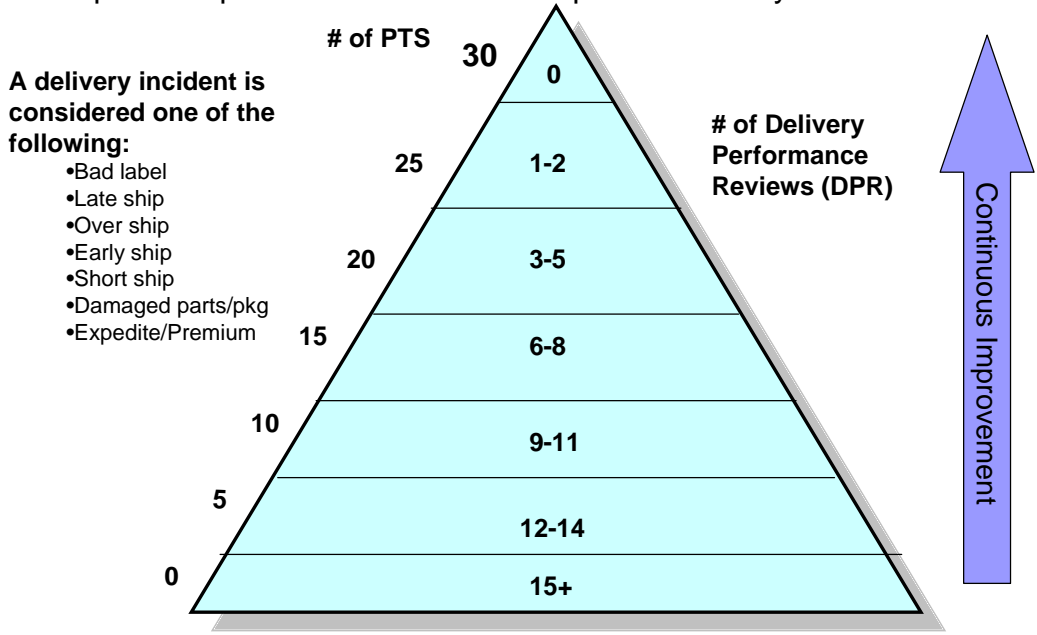
2009 Supplier Rating System
Fisher & Company



Delivery Performance Scoring Criteria



25 possible points +5 extra credit for perfect delivery

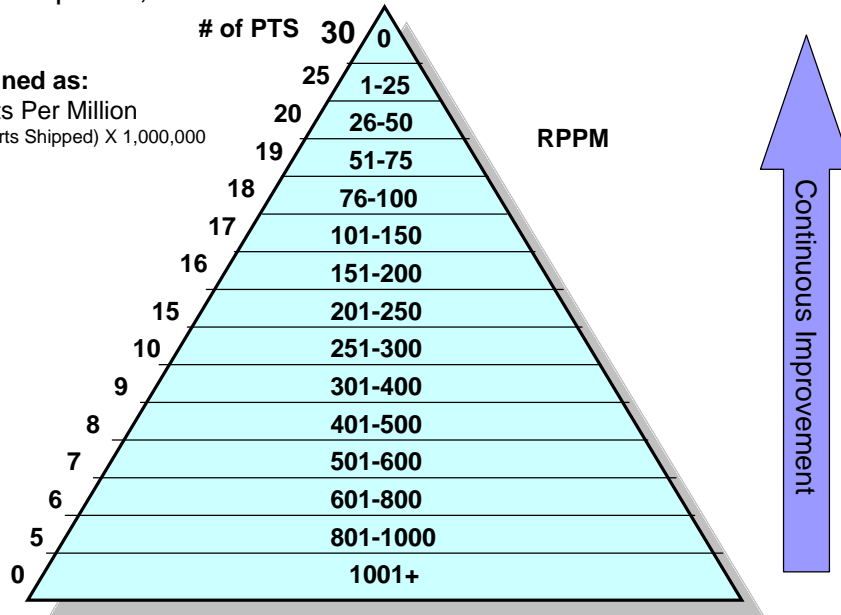




RPPM (Finished Component Suppliers) Scoring Criteria

25 possible points, +5 extra credit for 0 RPPM

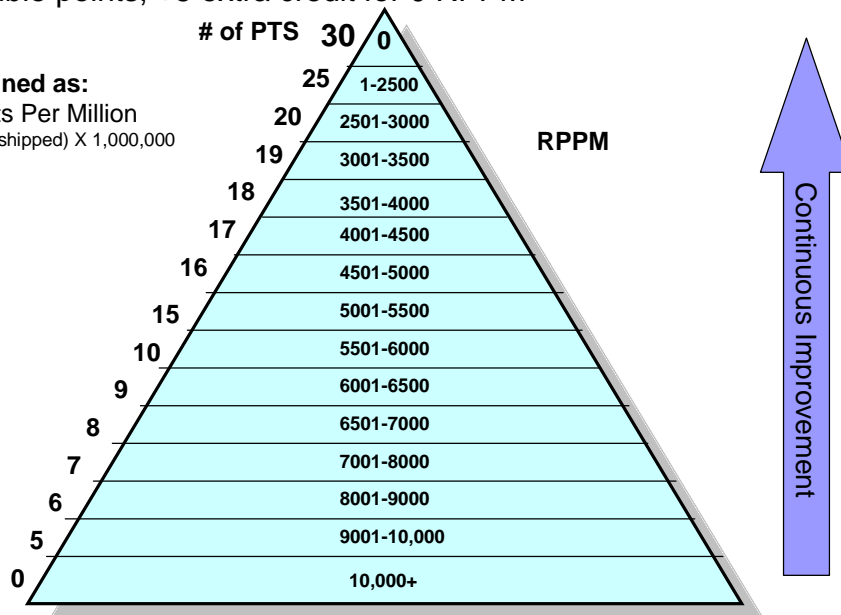
RPPM is defined as:
Rejected Parts Per Million
(Defective Pcs/Parts Shipped) X 1,000,000



RPPM (Raw Material Suppliers) Scoring Criteria

25 possible points, +5 extra credit for 0 RPPM

RPPM is defined as:
Rejected Parts Per Million
(Defective lbs/lbs shipped) X 1,000,000



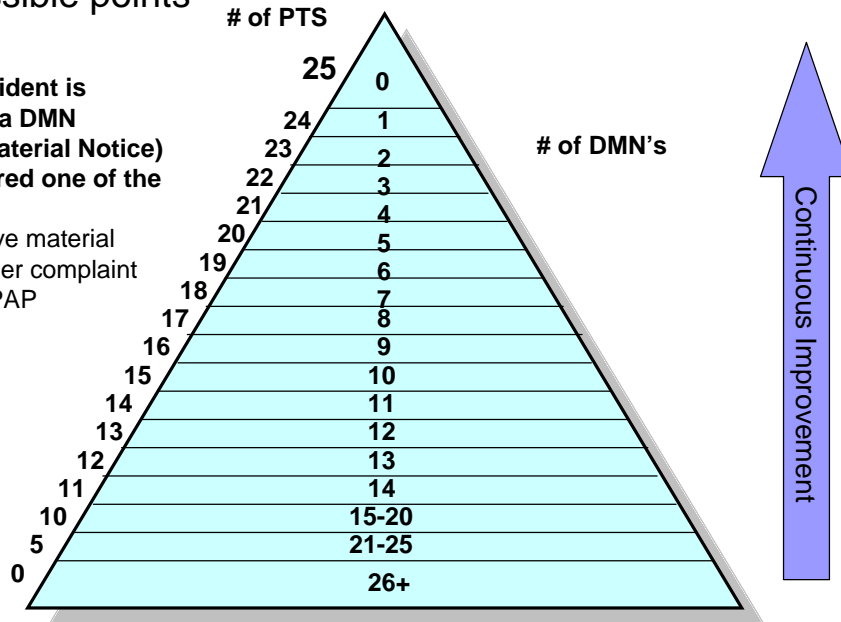


Quality Incidents Scoring Criteria

25 possible points

A quality incident is recorded as a DMN (Defective Material Notice) and considered one of the following:

- Defective material
- Customer complaint
- Late PPAP

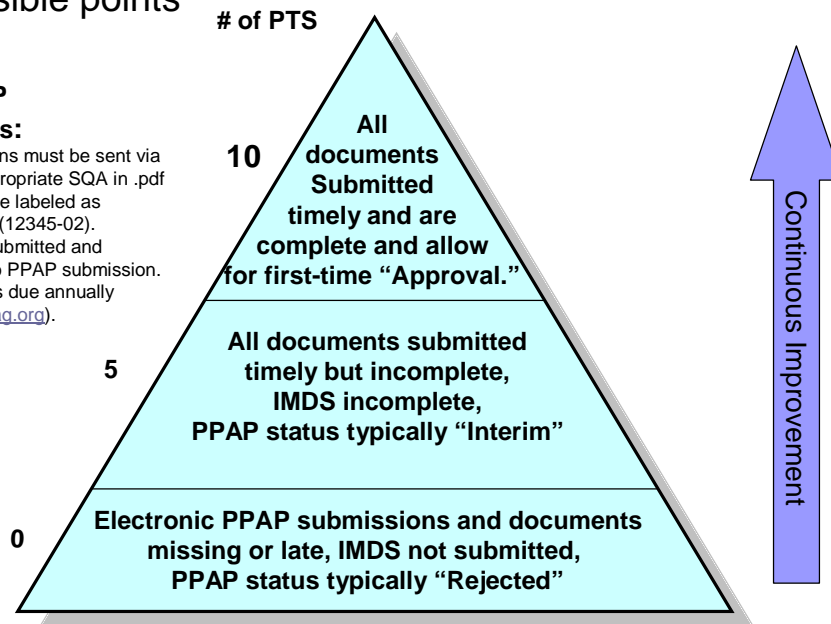


Quality Documentation Scoring Criteria

10 possible points

About PPAP submissions:

PPAP submissions must be sent via e-mail to the appropriate SQA in .pdf format and the file labeled as part number-rev (12345-02). IMDS must be submitted and approved prior to PPAP submission. CQI certifications due annually (refer to www.aiag.org).



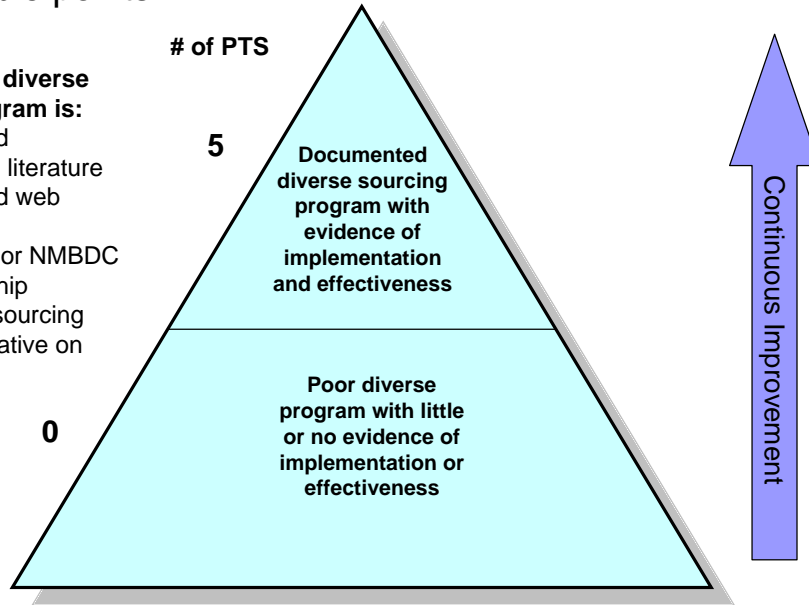


Diversity Spending Scoring Criteria

5 possible points

Evidence of a diverse sourcing program is:

- Published marketing literature
- Published web literature
- MMBDC or NMBDC membership
- Diverse sourcing representative on staff

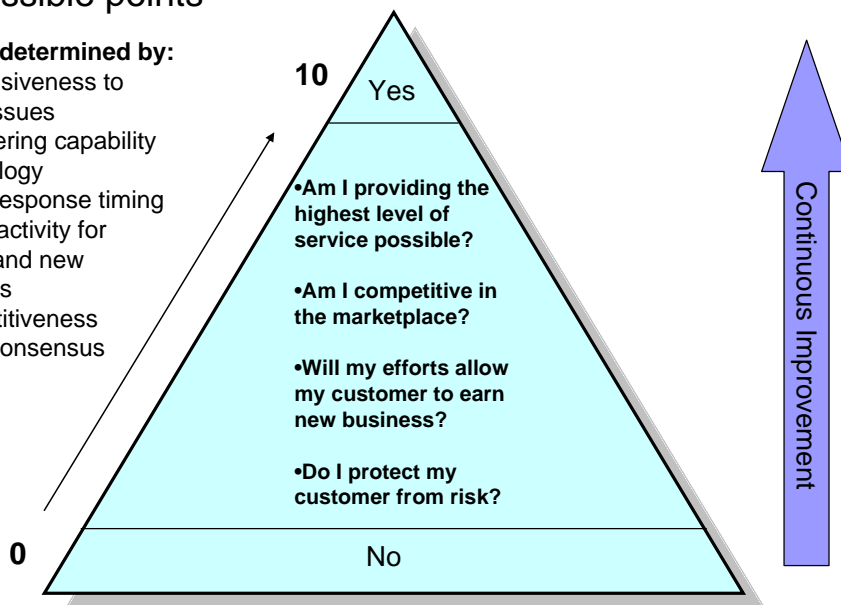


Service Scoring Criteria

10 possible points

“Service” is determined by:

- Responsiveness to quality issues
- Engineering capability
- Technology
- Quote response timing
- VA/VE activity for current and new programs
- Competitiveness
- Buyer consensus





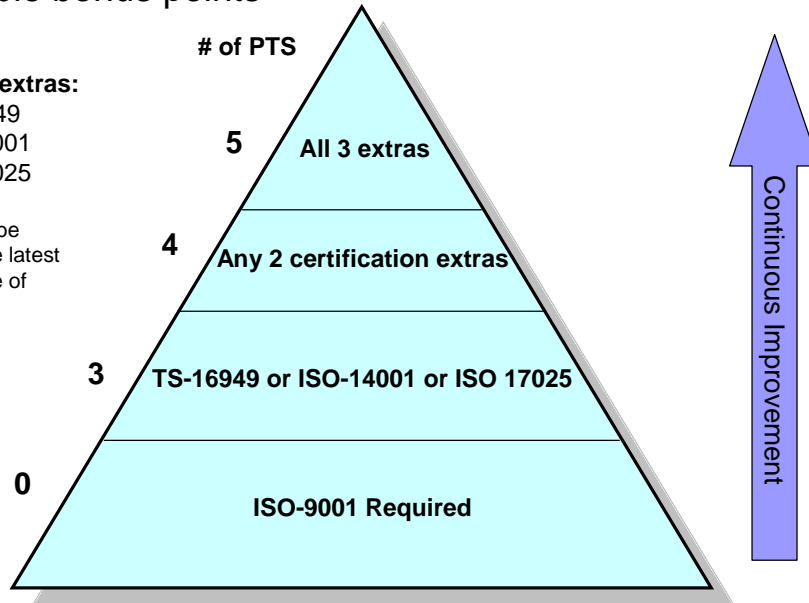
Certification Bonus Scoring Criteria

5 possible bonus points

Certification extras:

- TS-16949
- ISO-14001
- ISO-17025

Suppliers must be registered to the latest required release of standards.



APPENDIX A

CAUTION!
ENGINEERING
CHANGE

The material in this container is from the first 3 Lots or from the first die run, which ever is greater.

Tag to be printed on Orange paper.

MATT-0026 Rev. 02

CAUTION!
ENGINEERING
CHANGE

The material in this container is from the first 3 Lots or from the first die run, which ever is greater.

Tag to be printed on orange paper.

MATT-0026 Rev. 02