



# Supplier Requirements Manual

## North American Manufacturing Facilities

**INOAC Group North America (IGNA)–  
Springfield (All Plants)**  
70 East Industry Drive  
P.O. Box 167  
Springfield, Kentucky 40069 USA  
Phone: 859-336-5116  
Fax: 859-336-9145

**INOAC Interior Systems (IIS) –  
St. Marys**  
575 James Street South  
St. Marys, Ontario N4X-1B9 Canada  
Phone: 519-349-2170  
Fax: 519-349-2171

**IPM Monterrey**  
Carretera Miguel Aleman Km 20.5  
Apodaca Nuevo Leon, 66603 Mexico  
Phone: 52-81-8221-0101

## North American Support Sites

**INOAC Interior Systems (IIS) - Farmington Hills**  
22670 Haggerty Road – Suite 150  
Farmington Hills, Michigan 48335 USA  
Phone: 248-488-7610  
Fax: 248-488-7602

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## LETTER OF INTRODUCTION

INOAC is committed to working in partnership with our suppliers to ensure the total satisfaction of our customers.

Our Quality Policy states:

**“Innovation, Action and Commitment to Continuously Improve Quality”.**

This policy is supported by several documented principles, one of which notes that suppliers are our partners who adopt and share our principles and values.

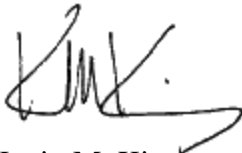
This manual has been developed to provide our suppliers a guide to help them understand our requirements, standards, and procedures. INOAC views suppliers as an extension of INOAC, and thus extends this manual as support to the relationship. This manual contains reference material and information that suppliers are encouraged and expected to use to achieve desired quality levels.

Additionally, INOAC continually strives to improve the quality of products and services to our customers. To facilitate this, it is expected that our supplier partners will adopt and embrace a “Continuous Improvement” mind set into their daily activities.

As we work together to satisfy our customers, INOAC always encourages open and honest communication. We ask that any concerns be brought forth as early and openly as possible, so that a resolution can be facilitated in a timely fashion.

INOAC’s commitment is to assist our supplier partners whenever possible, to help ensure our mutual success while exceeding our customer’s expectations.

Sincerely,



Kevin M. Kinsey  
INOAC Vice President of Purchasing and Supply Chain

## **QUALITY POLICY**

**“Innovation, Action and Commitment to Continuously Improve Quality”**

This policy is based on a set of principles and values:

- Our customers include internal, external, and everyone who we collectively or individually supply goods or services to.
- Our quality goal is zero defects, 100% of the time, beginning with the design of the process.
- Customer satisfaction is an expectation of everyone in the organization, customer delight is our goal.
- Suppliers are our partners who adopt and share our principles and values.
- Company members at all levels are expected to take personal responsibility for their work, thus ensuring their work is of the highest standard and contributes to customer satisfaction.
- The customer is the final judge of our quality.

## **SOCIAL RESPONSIBILITY**

### **ENVIRONMENT**

- INOAC is committed to environmental responsibility and participates in many programs designed to protect our environment and manage critical resources. We expect our suppliers to show the same dedication and recommend certification to ISO 14001 environmental standards. Supplier not currently holding environmental certification are encouraged to develop a plan for achieving certification status.

### **CONDUCT & ETHICS**

- INOAC believes in conducting business with integrity, fairness and respect. Our employees will not directly or indirectly offer bribes, kickbacks, or other similar payments for the purpose of influencing business decisions. We expect our suppliers to have policies and procedures in place that ensure similar practices with their own employees. We will manage our supplier relationships in good faith and expect our suppliers to operate in a similar relationship with us and their suppliers.

### **GLOBAL WORKING CONDITIONS**

- INOAC recognizes that our supply chains are in different regions around the world and are committed to maintaining working conditions and standards that result in the dignified and respectful treatment of all employees within our locations as well as our supply chain. We expect that our suppliers will have appropriate policies and procedures in place to support the following.
  - Child labor shall not be utilized.
  - Any form of forced or compulsory labor is prohibited
  - Workers should be able to work without fear of reprisal, intimidation or harassment and should be able to communicate openly with management regarding working conditions.
  - Workers shall be protected against any form of harassment and discrimination including but not limited to;
    - Gender
    - Age
    - Religion
    - Disability
    - Political Beliefs

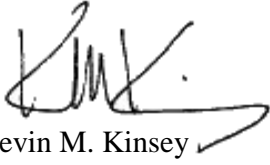
- Workers shall have a safe and healthy workplace that meets all applicable standards and regulations per occupational health and safety.
- Workers shall be compensated with wages and benefits that comply with local law.
- Working hours shall apply with all local laws.

## **CONFLICT MINERALS**

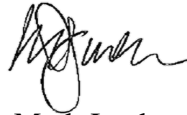
On August 22, 2012, the final rule regarding sourcing of conflict minerals under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (“the Dodd-Frank Act”) was approved by the U.S. Securities and Exchange Commission (“SEC”). The rule imposes reporting requirements on publicly traded companies relating to the presence of conflict minerals in the products that they manufacture. For more information on this regulation, visit <http://www.sec.gov/news/press/2012/2012-163.htm>.

- To ensure compliance of the SEC requirements, INOAC must request information regarding use of conflict minerals of any appropriate suppliers. Any supplier contacted must support by completing all requested data and reporting.

## APPROVALS

A handwritten signature in black ink, appearing to read 'K.M. Kinsey'.

Kevin M. Kinsey  
INOAC Vice President of Purchasing  
& Supply Chain

A handwritten signature in black ink, appearing to read 'Mark Jurek'.

Mark Jurek  
INOAC Vice President of Quality  
& Process Engineering

## **RECEIPT / ACKNOWLEDGEMENT**

- The terms and requirements of this manual will be considered agreed upon following supplier acceptance of SSOW and/or purchase order including terms and conditions.
- There will be no exceptions or deviations to this manual.
- It is the responsibility of the supplier to maintain access to the latest INOAC Supplier Requirements Manual available on the INOAC website ([www.inoacusa.com](http://www.inoacusa.com))



## Section # 1

### GENERAL INFORMATION

#### A. Plant Rules and Regulations for Contractors and Vendors

##### General Plant Rules

- ◇ All contractors, vendors and visitors working in or visiting the plant must sign in and must sign out when leaving the facility.
- ◇ All contractors, vendors and visitors must be identified where applicable.
- ◇ No firearms, knives or explosives are allowed in the plant.
- ◇ Possession of alcoholic beverages or illegal drugs are not allowed on the premise.
- ◇ No smoking is allowed in the plant. Smoking is only permitted in designated areas.
- ◇ No food or drinks are allowed on the plant floor. Eating and drinking is allowed only in designated areas.
- ◇ Contractor vehicles must be parked in the normal parking areas unless special permission is given.
- ◇ All vendors and their employees must conduct themselves in a professional manner.
- ◇ Any work that could cause production interruption must be scheduled with the applicable INOAC contact(s).
- ◇ All contractors and vendors are responsible for cleaning up their trash and equipment as the job progresses and at the end of their shift.
- ◇ Pictures are not permitted to be taken unless authorization is given by the Plant Manager or designate.
- ◇ All contractors, vendors and visitors moving throughout the manufacturing floor must give the fork trucks priority.
- ◇ All contractors, vendors and visitors must wear appropriate attire.
- ◇ When driving around the facility, contractors, vendors and visitors must abide by the posted speed signs. If not posted, must maintain a safe speed on all parking lots and roadways.
- ◇ Refer to each locations plant requirements upon arrival.

##### Safety and Environmental

- ◇ All persons in the plant must wear safety glasses and other personal protective equipment, as required in the area that they are working. This may include:
  - Shoes having a steel, composite or alloy toecap that provide protection equal to or better than those compliant with ANSI Z41 standards.
  - Protective gloves or Kevlar gloves.
  - Hearing Protection.
  - Hair net (for head or face (as required))

- Face Coverings: (i) provided by either Supplier or INOAC; (ii) the type/form of which must be approved by INOAC; and (iii) to be always worn on site(s) during time periods mandated by INOAC.
- ◇ Contractors and vendors are responsible for safety in their work area.
- ◇ In the event of an emergency all contractors, vendors and visitors shall be responsible for their own safety and evacuation and shall meet with their contact in the designated location.
- ◇ Use of INOAC equipment by contractors or vendors must be approved in advance.
- ◇ A copy of Worker's Compensation Certificate of Insurance must be on file with the Human Resources Department prior to work beginning on site.
- ◇ All contractors and vendors will comply with applicable Federal, State, Provincial and Local environmental regulations.
- ◇ All contractors and vendors shall not create any undue hazards, hazardous material exposures to employees or to the environment.
- ◇ In the event of a hazardous material spill or other release by a contractor or vendor, that contractor or vendor shall be responsible for material containment and cleanup as well as notification to INOAC. The contractor or vendor shall pay all expenses related to the spill including fines and penalties.
- ◇ All contractors and vendors shall properly label, store, and remove all waste materials generated.
- ◇ All contractors and vendors shall have access to INOAC MSDS's that apply and may use them for the training of their employees.
- ◇ All contractors and vendors shall provide INOAC with a list of all chemicals transported on-site and MSDS's for these materials.

**B. Definitions / Acronyms:**

Abbreviations	Term	Definition
5S	Sift, Sort, Sweep, Sanitize, Sustain	A philosophy of managing the workspace and work flow with the intent to improve efficiency. (See <a href="http://www.lean.org">www.lean.org</a> )
AIAG	Automotive Industry Action Group	An automotive industry group
AIEM	INOAC De Mexico SA de SV	A Division of INOAC USA
ANSI	American National Standards Institute	An organization that coordinates standards and technical regulations that relate to how U.S. businesses
APQP	Advanced Product Quality Planning	A framework of procedures and techniques used to develop products. See <a href="http://www.aiag.org">www.aiag.org</a>
ASN	Advance Shipment Notice	A notification of pending deliveries, similar to a packing list.
BOL	Bill of Lading	A detailed list of a shipment of goods in the form of a receipt given by the carrier to the person consigning the goods.

Abbreviations	Term	Definition
CAR	Corrective Action Request	A formal request for corrective action when an error is made, or defect found.
DFMEA	Design Failure Mode Effect Analysis	A document that recognizes and evaluates the potential failure of a design and its effects
DMR	Delivery ???	Discrepant Material Report
DV Testing	Design Validation Testing	A verification method to ensure the part meets the design intent
FMEA	Failure Mode Effect Analysis	Documented process where components, assemblies, and subsystems are reviewed to identify potential failure modes in a system and their causes and effects
FMVSS	Federal Motor Vehicle Safety Standards	Government regulation requirements
IAFT	International Automotive Task Force	An international group of automotive manufacturers that put together a list of stringent requirements to ensure quality in all certified products.
IEC	International Electrotechnical Commission	An international standards organization that prepares and publishes international standards for all electrical, electronic and related technologies
IGNA	INOAC Group North America	A Division of INOAC USA
IIS	INOAC Interior Systems	A Division of INOAC USA primarily focused on automotive & related products.
IIS SP	INOAC Interior Systems - Springfield	IIS Plant located in Springfield, KY
IIS ST	INOAC Interior Systems - St. Mary's	IIS Plant located in St. Mary's, Ontario Canada
INA	INOAC North America	A Division of INOAC USA
IPG	INOAC Packaging Group	A Division of INOAC USA primarily focused on packaging solutions.
IPM	INOAC Polytec de Mexico	Plant located in Monterrey Mexico that supports all divisions.
ISO	International Organization for Standardization	An international organization. See ( <a href="http://www.iso.org">www.iso.org</a> )
IUI	INOAC USA Incorporated	INOAC USA
MAQMSR	Minimum Automotive Quality Management System Requirements	A set of minimum automotive quality management system requirements that must be followed.
MQR	Management Quality Review	Quality review process that audits key items to ensure compliance to INOAC requirements.

Abbreviations	Term	Definition
MSDS	Material Safety Data Sheet	A document that contains information on the potential hazards (health, fire, reactivity and environmental) and how to work safely with the chemical product
OEM	Original Equipment Manufacturer	An organization that makes devices from component parts bought from other organizations.
PFMEA	Process Failure Mode Effect Analysis	A document that recognizes and evaluates the potential failure of a process and its effects
PPAP	Production Part Approval Process	Process used to validate a component is ready for production
PPH	Past Problem History	An issue that occurred in the past that must be corrected for future models
PPM	Parts Per Million	A metric used to quantify rejected parts
QMS	Quality Management System	The business processes used to ensure a customer's quality requirements are met.
SEC	Securities and Exchange Commission	US SEC is to oversee and enforce the laws against market manipulation.
SPLP	Supplier Packaging & Labeling Standard	INOAC's Supplier Packaging & Labeling Standard (found on the INOAC Supplier Portal)
SMRR	Supplier Material Rejection Report	Report of a supplier's material rejections due to quality issues.
SSOW	Supplier Statement of Work	Description of a supplier's work requirement
USMCA	United States-Mexico-Canada Agreement	The free trade agreement between those three countries. The USMCA replaced the North American Free Trade Agreement (NAFTA).

## Section # 2

# **SELECTION, ASSESSMENT, AND DEVELOPMENT OF SUPPLIERS & SUB CONTRACTORS**

### **A. Suppliers Qualification:**

- 1.) Suppliers must have at a minimum certification to ISO 9001 through third-party audits; unless otherwise specified by the customer, suppliers to the organization shall demonstrate conformity to ISO 9001 by maintaining a third-party certification issued by a certification body bearing the accreditation mark of a recognized IAF MLA (International Accreditation Forum Multilateral Recognition Arrangement) member and where the accreditation body's main scope includes management system certification to ISO/IEC 17021. The following progression would be the objective based on current performance and risk to INOAC.
  - a. Certification to ISO 9001 with compliance to other customer defined QMS requirements (such as Minimum Automotive Quality Management System Requirements for Sub-Tier Suppliers [MAQMSR] or equivalent) through second party audits.
  - b. Certification to ISO 9001 with compliance to IATF 16949 through second party audits.
  - c. Certification to IATF 16949 through third-party audits (valid third-party certification of the supplier to IATF 16949 by an IATF-recognized certification body).
- 2.) Acceptable quality and delivery performance.
- 3.) Being identified by INOAC's customer as their selected source for specific material or commodity. No special provisions or exemptions for these suppliers are made and all requirements expected of all INOAC suppliers must be met.
- 4.) Must be on the INOAC approved supplier list.

### **B. Conditions of Business and Purchase Orders**

- 1.) As a condition of business, all suppliers must be prepared, upon request, to furnish INOAC any information to substantiate the products, commodities, and services. This information shall include, but is not limited to, technical capacity systems/procedures to evaluate key product characteristics and financial information. In addition, the supplier must be prepared to provide proactive initiatives such as cost reduction ideas and recycling programs.
- 2.) The extent of the purchase contract shall be derived from the following:
  - a. INOAC Terms and Conditions
  - b. The Purchase Order or Blanket Purchase Order.
  - c. Requirements set forth in the Supplier Manual

- d. Compliance with all relevant local, provincial, state, and federal government legislation in country produced as well as the customer identified countries of destination (if provided) with special emphasis on hazardous waste and other environmental requirements
  - e. Any additional requirements specified in writing by INOAC.
  - f. Any customer specific requirements mandated by end item customer.
- 3.) All suppliers shall provide “Country of Origin” certification and other documentation as required under the US/Canada Free Trade Agreement and/or United States – Mexico – Canada Agreement. All custom’s requirements must be met in a timely manner to ensure efficient transportation of goods.
  - 4.) All suppliers shall have documented procedures for assessing, selecting, monitoring, and developing their suppliers with adherence to a continual improvement philosophy committed to ever-increasing customer satisfaction and overall improvement.

### **C. Award of Business**

- 1.) INOAC will issue the Award Letter for all piece price and tooling agreements. The supplier must sign and return the Award Letter confirming their agreement to the contracted price, terms and conditions.
- 2.) If there are exceptions to the terms and conditions, this must be formally addressed in writing and be approved and signed off on by INOAC Purchasing prior to the acceptance of the contract.
- 3.) It is INOAC expectations that all suppliers participate in Cost Reduction Activities including Manufacturing Improvements on an annual basis.

### **D. Supplier Contacts**

Supplier should complete the Supplier Quality Assurance Contact Information Form. Once you have completed the information, please fax and/or e-mail to the appropriate INOAC Quality Department.

## Section # 3

### RECORDS RETENTION

Suppliers shall have a documented system in place for monitoring receipt, control, and obsolescence for all INOAC supplied drawings and specifications.

Suppliers are expected to maintain accurate records, which document that INOAC, and its customers are satisfying conformance requirements. Documented procedures shall be in place and shall define responsibilities for record control and the retention of those documents.

INOAC requires the following records to be retained per the below retention periods:

Part Prints	Start of Production + 30 years
APQP Documentation and Approval (this includes PPAP, Process Flow, FEMA, Control Plans, etc...)	Start of Production + 30 years
Terms and Condition Review	Life of Program + Service + 1 year
Product Traceability	Start of Production + 30 years
Vender Purchase Order	Life of Program + Service + 1 year
Quality Lab Records / Testing Records / Inspection Reports (including dimensional checks, color readings/checks, red tags etc...)	Start of Production + 30 years

## Section #4

### **PROPERTY RECEIPT AND CONDITION ACKNOWLEDGMENT**

INOAC will issue check fixtures, gages, and/or test equipment to the supplier when applicable. With these items you will receive a sign off form to verify receipt. When you receive the issued items, verify the items against the list and the condition of the equipment. Sign and date the verification sheet and fax and/or e-mail to the appropriate INOAC representative. After receipt, the supplier is responsible for the safekeeping and maintaining of the item(s) including any calibration for the duration of the program.

If the check fixture, gage, or test equipment is the responsibility of the supplier, they must meet any OEM requirements (refer to IATF website).

Where INOAC is the asset owner of the check fixture, gage and/or test equipment, it must be identified as such through a permanent method (i.e., asset tags, etc.).

INOAC will issue drawings, specifications, technical standards, color standards, gloss standards, et al. to the Supplier (where applicable). With these items, you may receive a sign off sheet to verify receipt. When you receive the issued items, verify the items against the list, sign, and date the verification sheet, and fax and/or e-mail to the appropriate INOAC representative. INOAC expects that the color and gloss standards be properly stored and maintained for the duration of the program.



## Section #5

### APQP REQUIREMENTS

1. INOAC follows the AIAG APQP, FMEA & Control Plan manuals, unless otherwise directed by customer requirements. Our supply base is expected to also follow the latest edition of these manuals.
2. The INOAC Project Team or Supplier may conduct a run at rate before actual mass production begins. This run at rate is to make sure production quantities / quality can be achieved.
3. All workstations, set ups, and instructions are to be completed before the Run at Rate. If these items are not in place, corrective actions shall be scheduled.
4. During the trial, production must be continuous at Mass Production Speed, and the output of the process constantly recorded for a period of at least 1 hour.
5. The Run at Rate Trial Sheet will be used to calculate performance and review all applicable documents prior to obtaining approval.
6. INOAC requires an AIAG Level 3 PPAP unless otherwise informed. Level 1 may be requested for carry-over or already established products currently being used in other INOAC applications.
7. Annual Dimensional Layouts will be required along with any revalidation testing per individual product requirements (e.g. Annual flammability testing).
8. Monthly Capability Studies are required for special/critical dimensions. All information needs to be maintained at the supplier's facility and be available for review upon request.
9. Any deviation to the PPAP approved part/process will require written authorization prior to shipping. Shipment needs to be identified with the deviation number.
10. Embedded software (if applicable) – Any supplier of embedded software will develop a process for quality assurance. This includes, but is not limited to, analyzing any field issues and monitoring system interactions.
11. Suppliers may be required to provide advanced copies of applicable information (i.e. material certs, color plaques, plating certs, heat treat certs, etc.) for each lot supplied for the life of the program.

## Section # 6

### **SUPPLIER CORRECTIVE ACTION REPORT 8D**

Occasionally, discrepant parts are received at INOAC. When this happens, we will contact the Supplier and request assistance with sorting and containment of the product.

If nonconforming parts are found a corrective action request may be issued. A corrective action request may be issued for mislabeled product, mixed parts, or wrong/missing components.

Where possible, INOAC will make the discrepant part available for analysis. In some cases, where this is not possible, INOAC will provide as much information as possible (i.e., photo, issue description, etc.). It is INOAC's expectation that corrective action activities still occur, even if the part is not available for analysis.

The supplier will be required to certify shipments until a counter measure is in place and accepted by the applicable INOAC Quality representative. All shipments must have identification showing, 100% sort or certified.

The Corrective Action Request (CAR) is to be completed, **Containment/Short Term Countermeasures within 1 working day and then the Long-Term Countermeasure(s) identified within 7 working days, implemented and validated within 30 working days.** This timing may be adjusted to meet INOAC customer requirements. If the supplier needs more time to implement counter measures for the problem, they must contact their INOAC Quality representative and request an extension **prior to the due date.**

For every day that a Supplier CAR is late and prior arrangements with the INOAC quality representative have not been made, there may be a \$100.00/day charge.

If a repeat of the same nonconformance occurs after the CAR is closed, a new CAR will be opened, and the supplier will be asked to re-investigate the root cause and implement new countermeasures to prevent reoccurrence of the problem.

If a customer issues a corrective action to INOAC for a supplier problem, INOAC will issue a Corrective Action Request to the supplier.

If a customer requests a 100% sort at their facility, (and it is a supplier issue) INOAC will support the sort with INOAC employees and or 3<sup>rd</sup> party. The supplier will pay for this, including all additional expenses.

If INOAC's customer charges us for a nonconformance from an INOAC supplier related issue, these charges will be passed along to the supplier plus our administrative fees.



If the supplier has more than three CARS issued to them in a one-week period, INOAC may request a meeting at their facility to determine what will be done to improve the supplier's performance (reference Management Quality Review Process).

Should it occur that an INOAC customer should place us on Third Party Containment for a supplier related issue, the Supplier will be required to accept full financial responsibility.

## Section # 7

### **SUPPLIER PERFORMANCE**

Suppliers are expected to maintain a PPM rating of 15 or below (unless otherwise notified by INOAC), in order for us to meet our customer expectations for PPM ratings.

Although, this may seem like a low rating, INOAC knows that working together with the supplier and the customer, we will be able to achieve this goal.

Supplier performance reports are available upon request.

DMR's (Delivery), PPAP's and CAR's issued/requested and late responses may also be tracked and impact the supplier's scorecard.

## Section # 8

### SORTING / CONTAINMENT

When nonconforming material/product is found at INOAC, we will request the supplier to sort/contain the problem at our facility and/or at their facility.

(Supplier Facility)

The supplier will be required to certify shipments until a counter measure is in place and accepted by the INOAC Quality Representative. All certified shipments must be identified. The Sorted/Certified tag should also be dated, initialed, or signed by the individual who sorted the parts from the supplier facility.

(INOAC Facility)

The supplier may be required to come to INOAC to sort the parts. Identification method for certification of the parts will be determined at the beginning of the sort. An initial and date will be required on each box of parts certified by the supplier at INOAC. A sort sheet indicating the results of the sort must be filled out and submitted to the INOAC Quality Representative or designate prior to exiting the INOAC facility each day of the sort. If the supplier reports to INOAC to sort, there will be no sorting fees. If additional help is needed, the supplier needs to contact an INOAC approved third party sorting agency. Only the discrepant material/product (repairs or returns) will be charged against the Suppliers PPM rating.

If INOAC must sort/contain parts for discrepant material/product, an hourly fee will be charged. The charge is \$75.00 per man-hour for regular time (may be adjusted per local practices). If INOAC production is interrupted, the charge will be \$75.00 per man-hour per associate in the affected area (may be adjusted per local practices). All **suspect** parts will be charged to the Suppliers PPM rating.

When INOAC has to provide a material handler (forklift) to move materials to be sorted, the supplier will be charged \$75.00 per hour (may be adjusted per local practices, 1 hour min.).

If discrepant/nonconforming material/parts have been sent to an INOAC customer, and these parts are the fault of the supplier, the supplier will be expected to either pay INOAC to sort the parts or accompany INOAC to the customer for sorting/containment/rework activities. In some cases INOAC's customer dictates a third party sorting company must be used. In these cases the expenses of this sort will be passed to the supplier. All travel expenses, meals, lodging, customer chargebacks, etc., as well as \$75.00 per man-hour (may be adjusted per local practices) will be charged to the Supplier. Only the discrepant material/product (repairs or returns) will be charged to the Suppliers PPM rating. The corrective action process will be followed as normal.

## Section # 9

# SUPPLIER MATERIAL REJECTION REPORT (SMRR)

A SMRR will be used for any (parts, sort charges, late fees, etc...) debits that need to be sent to the supplier.

### Chargeback Guidelines

1<sup>st</sup> Occurrence administration charge of \$ 500 may be levied upon each SMRR issued (this is in addition to any labor costs) at the discretion of the issuing Quality department.

2<sup>nd</sup> Occurrence Repeat - \$ 1,000

3<sup>rd</sup> Occurrence Repeat - \$ 1,500

Any Repeat Occurrence Afterwards - \$2,000

Floor space @ INOAC - \$ 100.00 per 10 sq. ft. per day

When a SMRR is issued the supplier has 2 working days to provide a Return Material Authorization number (RMA#) for the charges. If the RMA# is not received within 2 working days, the SMRR # will be used as the RMA# and the charges will be processed through INOAC's accounting group.

If there are parts associated with the SMRR and no RMA# is received from the supplier, INOAC will decide the best action (scrap the parts at INOAC, return the parts to the supplier, hold the parts, etc...). INOAC will communicate with the supplier that the parts have been dispositioned and they will have 1 working day to dispute the decision in writing.

### Program Start Up:

At the beginning of any program containment is expected and should be performed by the supplier at the supplier site (referred to as level I containment). Some additional containment may be done at INOAC involving the Advanced Quality Engineers from the supplier and INOAC. Level I containment will be continued for a minimum of 30 days after start of production. If zero defects are encountered, then it may be discontinued after 30 days at the discretion of INOAC. If some defects are still occurring, then level 1 containment will be kept in place as long as necessary. Level 1 containment results must be documented and retained at the supplier for each shipment and available upon request.

If level 1 containment fails and major or repetitive problems are not contained the supplier may be placed on level II containment (third party). In this case all cost of the level II containment is the responsibility of the supplier. Level II containment is considered a serious form of probation and may result in loss of further business opportunities with INOAC. Suppliers who are on Level II containment must notify their third-party registrar per IATF16949/ISO 9001 requirements. Suppliers cannot discontinue containment without written INOAC authorization.

## Section # 10

# MANAGEMENT QUALITY REVIEW (MQR)

The MQR Meeting is an opportunity for INOAC and Suppliers to review and discuss significant quality issues.

It is an escalating resolution process.

- MQR I is a “plant level” review
- MQR II escalates to involve Corporate Quality
- MQR III escalates to involve Corporate Purchasing & Quality

### MQR I Criteria

An MQR I may be called when one or more of the following occur.

- Significant characteristic does not meet print specifications.
- Production disruption at INOAC – not customer
- Prototype and/or pre-production part quality/delivery issues.
- Chronic documented quality, delivery or logistic issues.
- Inadequate response to CAR/SMRR(s).
- Sort and/or rework at INOAC due to product quality issues.

MQR I will typically involve a meeting at the INOAC site and Level I containment activity.

### MQR II Criteria

An MQR II may be called when one or more of the following occur.

- Product safety characteristic does not meet print specifications.
- Unresolved MQR I issue timing or actions.
- Production disruption at INOAC customer.
- Prototype and/or pre-production part quality/delivery issues that affect customer deliverables or timing.

MQR II will typically involve a meeting at the INOAC site, full 2<sup>nd</sup> party review of supplier site and process, Communication of Supplier performance issues to Supplier 3<sup>rd</sup> Party Auditor, and Level II containment activity (may include 3<sup>rd</sup> party sort company verification at off site location).

**MQR III Criteria**

An MQR III may be called when one or more of the following occur.

- Unresolved product safety characteristics that do not meet print requirements
- Chronic documented MQR II problems.
- Unreasonable response or unwillingness to respond to MQR II issues.
- Ongoing production disruptions at INOAC customer.
- Continued customer dissatisfaction.

MQR III will typically involve a meeting at the INOAC site, communication of business hold/desourcing activity and ongoing Level II containment activity. Additional actions up to and including a full 3<sup>rd</sup> party QMS audit and notification of registration body will be performed as required.



## Section # 11

### PROCUREMENT

- A. INOAC may issue parts ordering information for any of the following:**
- Trial Parts Orders
  - Mass Production Orders
  - Service Parts Orders
  - Other Orders (as needed)
- B. Receiving Hours**
- Each facility may have different operating hours - contact the specific INOAC facility for their specific receiving time information.
  - Any deviation to the receiving hours must be approved prior to shipment or shipment may be refused.
- C. Shipping Requirements**
- Container/Packaging – Must adhere to the approved Supplier Packaging & Labeling Standards (SPLS) located on the INOAC Supplier Portal.
    - Discrepant Material Report may be given with an administration charge of \$500.
  - Mixed Pallets – All parts should be on same type of pallets unless prior approval has been given by the materials department.
  - All labels should be placed to face the rear of trailer.
    - Trucks shall be loaded so that labels face the rear of the trailer
  - Routing instructions will be issued to suppliers. If this routing instruction is not followed, a DMR may be issued.
  - All shipments shall only use a preapproved INOAC trucking company.
    - If an unapproved trucking company is used, INOAC maintains the rights to charge back the supplier any additional costs.
- D. Container Labeling Standard**
- All container labeling must adhere to the approved SPLS located on the INOAC Supplier Portal.
- E. Packing List**
- Proper paperwork and Advance Shipment Notice (ASN) must accompany shipment.
  - No proper paperwork or ASN may result in a DMR being issued, with a \$500.00 administration charge.
- F. Bill of Lading (BOL)**
- Must state correct information clearly and accompany shipment.

**G. Customs Paperwork**

- Must state correct information clearly and accompany shipment.

**H. Packaging Requirements**

- Detailed packaging information shall be provided on the Packaging Data Form and must be approved by INOAC. Please see the SPLS located on the INOAC Supplier Portal for more information.

**I. Labeling Requirements**

- Please see the SPLS for more information.

**J. Discrepant Material Report**

- A DMR can be issued for the following reasons:
  - Mislabeled Parts
  - Improper or Missing Paperwork
  - Short or Over Shipments
  - Improper or Unapproved Packaging
  - No ASN Transmitted, etc.
- INOAC may charge an administrative fee of \$500.00 for each DMR issued.

**K. 100% On-Time Delivery**

- It is the expectation of INOAC that suppliers achieve 100% on-time delivery.
- On-time delivery will be tracked per each manufacturing site and is available upon request. If this expectation is not achieved, INOAC will begin the MQR activity.

**L. Advance Shipping Notice**

- An ASN is required prior to shipping product. Additional information can be added into the ASN, they can be but not limited to;
  - Trial Parts
  - 1<sup>st</sup> Mass Production Shipment
  - ECI or PCR Changes
  - New Style / Old Style Part Identification
  - Old Style Parts will not be accepted after new parts have been received
  - Dimension / Testing Data to be shipped with all trial parts.

## **Section # 12**

# **PACKAGING, LABELING & BAR CODING**

For complete packaging, labelling and bar-coding information, please reference INOAC's Packaging & Labeling Standard, located on our website at: [inoacusa.com/suppliers/](http://inoacusa.com/suppliers/)

## Section # 13

# FORMS

Current revision levels of the various INOAC supplier forms may be obtained from the program manager assigned to your company or **MAY** be available from the INOAC Website in the future at: <https://inoacusa.com/suppliers/>

These forms include, but are not limited to, the following (samples included may not match actual forms):

### A. CONTACT LIST:

Innovation & Action

### Supplier Contact Form

---

Supplier Information

Supplier Name: \_\_\_\_\_ ITS Vendor Code: \_\_\_\_\_ Date: \_\_\_\_\_

**Main Office Location:**

Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State/Province: \_\_\_\_\_ Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
 Facility Phone: \_\_\_\_\_ Facility Fax: \_\_\_\_\_

**Manufacturing Location:**

Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State/Province: \_\_\_\_\_ Country: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
 Facility Phone: \_\_\_\_\_ Facility Fax: \_\_\_\_\_  
 Production Hours: \_\_\_\_\_ to \_\_\_\_\_ Shifts: 1st \_\_\_\_\_ 2nd \_\_\_\_\_ 3rd \_\_\_\_\_

Certifications	Yes	No	Future Plan	No Plan	Certification Expire Date	Planned Certification Date
ISO 9000						
IATF 16949						
ISO 14001						

**Contact List**

Department	Name Title	Location	Phone	Number	E-mail
Primary Contact #1			Office		
			Mobile		
Primary Contact #2			Office		
			Mobile		
Quality Contact #1			Office		
			Mobile		
Quality Contact #2			Office		
			Mobile		
Shipping Contact #1			Office		
			Mobile		
Shipping Contact #2			Office		
			Mobile		
Engineering			Office		
			Mobile		
HR Manager			Office		
			Mobile		
Safety Manager			Office		
			Mobile		
Accounting			Office		
			Mobile		
CEO / COO			Office		
			Mobile		
Plant Manager			Office		
			Mobile		

**Emergency/After Hours Contact (list in order to be called):**

Name	Department	Phone Number	Cell Phone	E-mail

CORP-PUR-FM010
Uncontrolled Document when Printed - Reference Only  
The controlled version of this document is maintained electronically
Rev Date: May 2, 2022  
Rev Level: 01

**B. RUN @ RATE TRIAL STATUS SHEET:**

Document		Implemented		Requirement
G/Y/R	G/Y/R			
1				Plant Layout & Process Flow Diagram complete
2				Design and Process FMEA complete (as applicor)
3				Product Control Plan available
4				Purchased Component Readiness / Sub-supplier Part Submission complete
5				Tooling, Equipment, and Fixtures identified
6				Operators Trained and Instructions available
7				Part Handling Plan available
8				Part Packaging/Shipping Specifications available
9				Key Quality Systems demonstrated
10				Containment Plan available
11				Preventive Maintenance plan established
12				Gage & Check Fixture R&R studies completed
13				Production Validation complete (as applicor)
14				Line Speed and Capacity verified

Onsite revisit required:  Y/N      Date Planned: \_\_\_\_\_

**Approval**

INOAC Representative: \_\_\_\_\_  **GREEN** - Element complete

Supplier Quality Eng: \_\_\_\_\_  **YELLOW** - Not complete, but little risk

Supplier Project Mgr: \_\_\_\_\_  **RED** - Element not complete

Other Approvals: \_\_\_\_\_



C. MQR MEETING FORM:

<b>INOAC</b> <small>INTERIOR SYSTEMS</small>	<h2 style="margin: 0;">MQR Notice</h2>									
<p><b>MQR Issue date:</b> _____</p> <p><b>Supplier:</b> _____</p> <p><b>Site/Address:</b> _____</p> <p><b>Attention:</b> _____</p>										
<p><b>Meeting location:</b> _____</p> <p><b>Address:</b> _____</p> <p><b>Meeting room:</b> _____</p>	<p><b>Meeting Date:</b> _____</p> <p><b>Meeting Time:</b> _____</p>									
<p>Your company is invited to an MQR meeting to discuss the issues below. The MQR process is a 3 stage proactive process designed to improve supplier product quality, service and delivery. Please bring and be prepared to present all relevant containment, root cause, corrective action, and verification data, along with updated process flows, PFMEAs, control plans, and other applicable documentation at this meeting.</p> <p><b>Description of Problems/Defects:</b></p> <p><b>Part Number/Description:</b></p> 										
<p>To ensure your receipt of this letter &amp; to confirm your attendance, please sign and e-mail a copy to <a href="#">at e-mail address</a>.</p>										
<p>Company Representative Name &amp; Title _____</p> <p style="text-align: center;">Signature _____</p>										
<p><b>AGENDA</b></p>										
<p>Introductions</p> <p>Meeting Overview            - Review MQR process            - Review Containment/3<sup>rd</sup> party inspections</p> <p>State Current Problems</p> <p>Supplier Presentation, solving methods, evidence</p> <p>Open Discussion</p> <p>Define and agree upon next steps</p> <p>Review actions and minutes</p> <p>Signature of MQR meeting minutes</p> <p><small>Note: Agenda can be modified to include additional issues or discussion topics as needed.</small></p>	<p>AI</p> <p>INOAC</p> <p>INOAC/Supplier</p> <p>Supplier</p> <p>INOAC/Supplier</p> <p>INOAC/Supplier</p> <p>INOAC</p> <p>INOAC/Supplier</p>									
<p><b>Internal Copy or Invitation</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 30%; height: 15px;"></td><td style="width: 30%; height: 15px;"></td><td style="width: 40%; height: 15px;"></td></tr> <tr><td style="height: 15px;"></td><td style="height: 15px;"></td><td style="height: 15px;"></td></tr> <tr><td style="height: 15px;"></td><td style="height: 15px;"></td><td style="height: 15px;"></td></tr> </table>										



D. SUPPLIER SITE AUDIT:

INOAC SOLUTION SYSTEMS		SUPPLIER ASSESSMENT		DATE OF AUDIT:
SUPPLIER NAME:		Supply Control Type:		
ADDRESS / CITY / STATE		Supply Control Region:		
ISO NUMBER:		Supply Control E-Mail:		
REASON FOR PPTP	QUALITY/DELIVERY ISSUES	NEW BUSINESS FOLLOW-UP	QUICK ASSESSMENT TECHNICAL ASSESSMENT	
	ANNUAL ASSESSMENT	ASSESSMENT		
CUSTOMERS (PART NO/TITLE):		Customer PPN (YTD)		
		Previous Year PPN		
Main Facility	<input type="checkbox"/>	Yes, Control Expir		
	<input type="checkbox"/>			
ISO 9001 CERTIFICATION ISO 9001 COLLECT	ISO 14001 CERTIFICATION ISO 14001 COLLECT	ISO 9001:2008 CERTIFICATION ISO 9001:2008 COLLECT	ISO 9001 CERTIFICATION ISO 9001 COLLECT	ISO 14001 CERTIFICATION ISO 14001 COLLECT
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has Certification ever been created?		<input type="checkbox"/>	If Yes, State Reason	
		<input type="checkbox"/>		
Supplier has Liability Insurance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COI Complete	Yes <input type="checkbox"/>	No <input type="checkbox"/>	COI #:	COI #:
.....				
.....				
<b>PERFORMANCE/QUALITY ASSESSMENT RESULTS</b>			<i>(Optional Comments)</i>	
			<b>Major Strengths of Organization:</b>	
			1) _____	
			2) _____	
			3) _____	
			_____	
			_____	
			_____	
			<b>Major Concerns of Organization:</b>	
			1) _____	
			2) _____	
			3) _____	
			_____	
			_____	
			_____	
<b>QUICK TECHNICAL ASSESSMENT</b>			<b>Assessment Completed By:</b>	
<b>TYPE COMPLETED:</b>			Name: _____	
<b>Completed by:</b>			Group: _____	
<i>(Enter total number of elements of each risk)</i>			E-Mail: _____	
			Phone: _____	
<i>Appropriate (if required):</i>				
<b>Quality</b>		<b>Purchasing</b>		<b>Program Management</b>
Name: _____		Name: _____		Name: _____
Title: _____		Title: _____		Title: _____
Signature: _____		Signature: _____		Signature: _____

**E. PROPERTY RECEIPT AND CONDITION FORM**

**PROPERTY RECEIPT AND CONDITION REPORT**

To: \_\_\_\_\_ Date: \_\_\_\_\_

Supplier Name: \_\_\_\_\_  
 Supplier Code: \_\_\_\_\_  
 Part Name: \_\_\_\_\_  
 Part Number: \_\_\_\_\_  
 Model: \_\_\_\_\_  
 Manuf. Location: \_\_\_\_\_  
 Supplier Contact: \_\_\_\_\_

I.D. Information (see plate on device):

I.D. Number: _____	Type/Part #: _____
Weight: _____	Date: _____

The property was received at our site on \_\_\_\_\_ Date \_\_\_\_\_

We have reviewed the property (with special attention to possible shipping damage) and found the condition to be:

Please check one:  OK  NG

(photograph is attached)

In addition, the following materials were received with the property:

- Drawing
- Sample Part(s)
- Instructions
- Other \_\_\_\_\_

	APPROVED	CHECKED	ORIG.
TITLE	Company Officer		
SIGN			
DATE	/ /	/ /	/ /

CORP-FM-7.4.3.2

Revision Level: A

Note: The property noted above shall be maintained and safeguarded in the condition received.



F. PACKAGING DATA FORM:

INOAC PACKAGING DATA FORM (PDF)		
<p>INTERIOR SYSTEMS  <small>FIELDS HIGHLIGHTED IN GRAY ARE MANDATORY: Job MUST be selected into every field prior to submission or job will be rejected by us.</small></p>		
Program: <b>XX9F Dm</b>	Supplier Name: <b>Bill-Pauls Inc.</b>	Rev Level: <b>1</b>
Model Year: <b>2019</b>	Job Plant Location: <b>Springfield, IL</b>	Date Revised: <b>08/08/19</b>
Start of Production Date: <b>10/22/2019</b>	Supplier Contact: <b>Joe Smith</b>	
Annual Demand Volume: <b>100,000</b>	Phone: <b>(248) 329-0567</b>	
Annual Daily Volume: <b>334</b>	Fax: <b>(248) 307-8549</b>	
Plant Location: <b>Belleville, MI</b>	E-mail: <b>jms@billpauls.com</b>	
INOAC Part No.: <b>2223561</b>	Supplier / Part Name or Brand: <b>DRILL BODY-DOUBLE ER 070</b>	Part Dimensions: Length [in.]: <b>2.000</b> Width [in.]: <b>1.500</b> Height [in.]: <b>0.400</b>
Part Weight [lbs.]: <b>0.400</b>		
<b>PRIMARY CONTAINER</b>		
Container Material: <b>Reusable</b>	Length [in.]: <b>24.000</b> Width [in.]: <b>15.000</b> Height [in.]: <b>7.500</b>	Seal/Sealers Days: <b>5.00</b>
Container Model: <b>24 x 15 x 7</b>	I.D. <b>23.000</b> O.D. <b>25.000</b>	Insert/Inserters Days: <b>5.00</b>
Container Type: <b>Yolo</b>	Net Weight: <b>5.00</b> [lbs.]	Transfer/Transfer Days: <b>4.00</b>
Color: <b>Yellow</b>	Container # <b>2403334</b>	Mail From Container Days: <b>4.00</b>
Container Supplier: <b>Q&amp;A</b>		Order Crossing/Consolidat: <b>0.00</b>
Parts/Container: <b>40</b>		Coating/Coat/Type: <b>0.00</b>
<b>PRIMARY INTERNAL DAMAGE</b>		
Damage Expendable or Reusable: <b>Expendable</b>	Damage Description: <b>Loose Parts, 24 x 12 728 only sealed when 3 are available</b>	Shipping Frequency: <b>22/yr</b>
Damage Supplier: <b>MSA Packaging</b>		Total Pallet Size in Sqft: <b>2.0</b>
		Return Ratio: <b>1</b>
<b>PALLETT INFORMATION</b>		
Expendable or Reusable: <b>Reusable</b>	Number of Layers: <b>1</b>	Number of Pallets: <b>1</b>
Container of Layers: <b>1</b>	Net Load/Trailer Load: <b>25</b>	Number of Pallets: <b>1</b>
Number of Pallets: <b>1</b>	Net Load/Trailer: <b>2</b>	Number of Pallets: <b>1</b>
Net Load: <b>25</b>	Pallet Load/Trailer: <b>22</b>	
EPIC Pallet #:		
Mail Load Dimensions: Length [in.]: <b>48.000</b> Width [in.]: <b>48.000</b> Height [in.]: <b>48.000</b>		
Pallet Model #: <b>4548 HI C15</b>		
Type and Description: <b>Plastic Pallet - Eol 000</b>		
Lid Model #: <b>4548 HP2</b>		
Type and Description: <b>Plastic Lid - Reuse 000</b>		
Load Handling Method: <b>Stretch Wrap</b>		
<b>CONTAINER/PALLET IDENTIFICATION</b>		
Container ID Info: <b>MSA Slap</b>		
Barcode: <b>Barcode in Bill-Pauls Inc. Spring</b>		
Location: <b>4 sides</b>		
Additional Label Info: <b>Blank</b>		
Color: <b>Blank</b>		
Sequential #: <b>Blank</b>		
Barcode Label Holder: <b>Blank</b>		
<b>CONTAINER CLEANING FREQUENCY</b>		
Cleaning Equip.:		
Annual Frequency: <b>1 year per part</b>		
Replacement Policy: <b>As Required</b>		
Comments/Instructions:		
<b>CONTAINER LOADING INSTRUCTIONS</b>		
Provide Detail on Loading/Unloading:		
<b>PACKAGING APPROVAL</b>		
Supplier Packaging Engineer: <b>inoac.slack.serial</b>	Supplier Quality Contact: <b>inoac.slack.serial</b>	Supplier Materials Contact: <b>inoac.slack.serial</b>
INOAC Packaging Engineer: <b>inoac.slack.serial</b>	INOAC Quality Contact: <b>inoac.slack.serial</b>	INOAC Materials Contact: <b>inoac.slack.serial</b>
INOAC Manufacturing Contact: <b>inoac.slack.serial</b>	Other approval contacts: <b>inoac.slack.serial</b>	
Packaging requirements are listed in INOAC Data Request Worksheet Master (Request for Management Requirements/Package Requirements).		