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GENERAL INFORMATION

All requirements and standards stated in this Supplement pertain to the specific requirements of Commercial Vehicle Group, Inc. ("CVG"). All references to Commercial Vehicle Group, Inc. or CVG apply to all CVG facilities (CAB Systems, Seating, Electrical, and Specialty Products). In addition, suppliers shall obtain a copy and must comply with the Quality Management System Requirements of ISO 9001:2015 (and possibly ISO IATF 16949:2016) as supplied by the AIAG (Automotive Industry Action Group) in Southfield, MI (www.aiag.org), phone number (248) 358-3003.

Other reference books with technical specifications to which suppliers must comply are available through AIAG and include: Advanced Product Quality Planning and Control Plan (APQP/CP), Failure Mode and Effect Analysis (FMEA), Measurement System Analysis (MSA), Fundamental Statistical Process Control (SPC), and Production Part Approval Process (PPAP).

A. Definitions
All statements contained within this document referring to “supplier” refer to your company regardless of sourcing arrangements. All statements referring to subcontractor (or sub-supplier) refer to providers of materials, parts, or services to the supplier. All statements, which refer to “CORPORATE QUALITY”, shall henceforth refer to CVG - Corporate Supplier Quality Assurance and Development Department.

B. Supplier Requirements
Suppliers to CVG are required to be third party registered, at a minimum, to the quality standard of ISO 9001:2015, and ultimately (if eligible), compliant to the ISO IATF 16949:2016 standard. This requirement applies to every location of each supplier providing goods and/or services which are present in the final CVG product sold to CVG’s customers (to include packaging and tooling).

In the case of multiple sites, the supplier shall maintain all relevant documentation of such certification and provide in response to CVG inquiries within 24 hours of a request. All materials must be processed, controlled, inspected, and/or tested in accordance with requirements as presented in the ISO 9001:2015 standard, this addendum, supply agreements, purchase orders and any other requirements stated on CVG documents.

This manual is a supplement to the quality standard ISO IATF 16949:2016 which states the guidelines for meeting CVG specific requirements for its supply base.

C. Supplier Development
In the event that third party registration is an extreme burden to the supplier, a supplier development program may be an alternative under certain conditions. A supplier may apply to the CVG Corporate Quality Group for consideration of the circumstances and the need for the product(s) produced by the supplier.

If it is determined that circumstances warrant a supplier development program, arrangements will be made for a second party evaluation of the ability of the supplier to become compliant to the requirements of ISO 9001:2015. Recommendations will then be made for any corrective action needed and after they are implemented, a second party compliancy certification will be given to the supplier.

D. Purchase Order Terms & Conditions
All CVG orders to the supplier are subject to the latest version of CVG’s Purchase Order Terms & Conditions (Appendix D). The most current revision can be found at www.cvgrp.com.
E. Corporate and Plant Listings

Commercial Vehicle Group Corporate Headquarters
7800 Walton Parkway
New Albany, OH  43054
Phone (614) 289-5360
Fax   (614) 289- 5361

<table>
<thead>
<tr>
<th>Piedmont, AL – Aftermarket Distribution</th>
<th>Douglas, AZ - Warehouse</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 Nances Creek Boulevard</td>
<td>402 1st Street</td>
</tr>
<tr>
<td>Piedmont, AL  36272</td>
<td>Douglas, AZ  85607</td>
</tr>
<tr>
<td>Phone: (256) 447-9051</td>
<td>Phone: (520) 805-2924</td>
</tr>
<tr>
<td>Fax: (256) 447-2038</td>
<td>Fax: (520) 805-2925</td>
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<th>Monona, IA – Wire Harness</th>
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<tr>
<td>1030 Vista Drive</td>
<td>301 W Spruce Street</td>
</tr>
<tr>
<td>Dalton, GA 30721</td>
<td>Monona, IA  52159</td>
</tr>
<tr>
<td>Phone: (706) 277-2049</td>
<td>Phone: (563) 539-2011</td>
</tr>
<tr>
<td></td>
<td>Fax: (569) 593-4594</td>
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<tr>
<th>Michigan City, IN – Wiper, Switches</th>
<th>Kings Mountain, NC – Cab &amp; Sleeper Box</th>
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<tbody>
<tr>
<td>527 West Highway 20</td>
<td>629 S Battleground Avenue</td>
</tr>
<tr>
<td>Michigan City, IN  46360</td>
<td>Kings Mountain, NC  28086</td>
</tr>
<tr>
<td>Phone: (219) 861-2500</td>
<td>Phone: (704) 676-6542</td>
</tr>
<tr>
<td>Fax: (219) 879-4578</td>
<td>Fax: (704) 397-4443</td>
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<th>Chillicothe, OH – Interior Trim &amp; Mirrors</th>
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<tr>
<td>2845 Armentrout Drive</td>
<td>75 Chambers Drive</td>
</tr>
<tr>
<td>Concord, NC  28025</td>
<td>Chillicothe, OH  45601</td>
</tr>
<tr>
<td>Phone: (704) 784-2100</td>
<td>Phone: (614) 772-5998</td>
</tr>
<tr>
<td>Fax:(704) 784-1605</td>
<td>Fax: (614) 775-1400</td>
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<table>
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<tr>
<th>Vonore, TN – Seats &amp; Warehouse</th>
<th>Dublin, VA – Interior Trim &amp; Warehouse</th>
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<tbody>
<tr>
<td>20 National Drive</td>
<td>320 Newbern Road</td>
</tr>
<tr>
<td>Vonore, TN  37885</td>
<td>Dublin, VA  24084</td>
</tr>
<tr>
<td>Phone: (423) 884-6651</td>
<td>Phone: (540) 674-6229</td>
</tr>
<tr>
<td>Fax: (423) 884-6126</td>
<td>Fax: (540) 674-6427</td>
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<tr>
<th>Agua Prieta, MX – Wire Harness</th>
<th>Saltillo, MX – Interior Trim &amp; Seats</th>
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<tr>
<td>4721 N. Eugene Ave</td>
<td>Blvd. Cesar H. Cantu Benavidas Sur #370</td>
</tr>
<tr>
<td>Douglas, AZ  85607</td>
<td>Parque Industrial Alianza Derramadero</td>
</tr>
<tr>
<td>Office: 011 52 633 338 9370</td>
<td>Saltillo, Coah  25300</td>
</tr>
<tr>
<td></td>
<td>Phone:52 844 986 1300</td>
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<table>
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<tr>
<th>Northampton, UK - Seats</th>
<th>Brisbane, AUS - Seats</th>
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<tbody>
<tr>
<td>Stone Circle Road, Round Spinney</td>
<td>Unit 2/29-41 Lysaght Street</td>
</tr>
<tr>
<td>Northampton, England  NN3 8RS</td>
<td>Acacia Ridge, QLD  4110</td>
</tr>
<tr>
<td>Phone: 00 44 1604 790500</td>
<td>Phone: 61 7 3344 0500</td>
</tr>
<tr>
<td></td>
<td>Fax: 61 7 3344 0521</td>
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<tr>
<th>Sydney, AUS – Seats</th>
<th>China – Seats &amp; Wire Harness</th>
</tr>
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<tbody>
<tr>
<td>360 Victoria Street, Wetherill Park</td>
<td>No. 599 Huibao Road, Waigang</td>
</tr>
<tr>
<td>Sydney, NSW Australia  2164</td>
<td>Jiading District, Shanghai  201806</td>
</tr>
<tr>
<td>Phone: 61 2 9604 8555</td>
<td>Phone: 86-21-5958</td>
</tr>
<tr>
<td>Fax: 61 2 9725 2261</td>
<td>Fax: 86-21-5958-5802</td>
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<table>
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<tr>
<th>Czech Republic - Seats</th>
<th>Liberec – Wire Harness</th>
</tr>
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<tbody>
<tr>
<td>Dělnická 53</td>
<td>Ind. Park Liberec N, Svarovska 698</td>
</tr>
<tr>
<td>561 12 Brandýs nad Orlici, Česká republika</td>
<td>463 03 Straz nad Nisou, Česká republika</td>
</tr>
<tr>
<td>Phone: 420 465 519 311</td>
<td>Phone: 011420 485 248 204</td>
</tr>
<tr>
<td>Fax: 420 465 544 491</td>
<td>Fax: 011420 485 248 285</td>
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<tr>
<td>Baska India</td>
<td>Vul. Zelena 301</td>
</tr>
<tr>
<td>Maharashtra India</td>
<td>L’viv, Ukraine 79066</td>
</tr>
<tr>
<td>Karnataka India</td>
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PART PRODUCT APPROVAL PROCESS (PPAP)

A. Supplier Sample Submission Procedure
All suppliers shall follow the instructions provided in the latest revision of the Production Part Approval Process (PPAP) manual and use the appropriate AIAG forms when applicable. PPAPs are to be submitted following “Level 3” requirements unless otherwise directed.

B. Deviations
Deviation requests must be submitted and incorporated on the part drawing prior to sample submission for production approval by the CVG customer and the Corporate Purchasing Department.

C. Chemical Suppliers
If applicable, chemical suppliers must submit samples and technical information to CVG Product Engineering Department or as specified on purchase order or other document.

D. Laboratory and Test Analysis
A current laboratory accreditation certificate (per end-customer accreditation policy) must accompany all laboratory analysis reports. The test results must reflect a period not greater than 12 months and indicate laboratory name, address, date, specification number, specification limits, lot number, test results, and a signature of a responsible individual. Lab scope of facility shall be documented. Outside laboratories must be registered to the ISO/IEC 17025:2005 standard.

E. Legislated Requirements
All products supplied to CVG, which are to be installed into a vehicle interior, are subject to FMVSS 302 or other OEM or government/safety regulated requirements. Documentation assuring requirement compliance must be submitted with, or prior to, delivery of each lot of material.

F. Initial Approval (Assembly or Raw Material)
Once the CVG PPAP Specialist has evaluated the submission, CVG will notify the supplier of the submission status through the warrant. Production shipments are to be initiated only after the receipt of sample approval, receipt of releases, and receipt of instructions from the Purchasing Department.

G. Initial Approval (Tooling)
All tooling suppliers shall complete and submit a Tool Certification at the time of delivery for each tool cavity. Approval will be given after product is PPAP approved by the user plant/OEM.

H. Annual Re-certification
Test data must be less than one year old. Annual material testing must be performed to validate ongoing conformance to requirements. Material test results are to be kept on file at the supplier location and be available to CVG upon request within the same business day. All records are subject to periodic audit review by CVG personnel. The unavailability of the supplier’s data would result in a noncompliance and could result in a plant rejection. If this occurs, the supplier will receive an 8D and be required to submit a written corrective action plan using this format. NOTE: A complete dimensional/material analysis shall be made available upon request.

I. Material Certification/Warrant Requirements
When required, a certification/warrant document shall contain:
- Supplier name, address, phone number, date
- Customer location address
- Purchase order number
- Quantity shipped
- Shipper number
- Date shipped
- Lot/batch number for traceability
- Product name/number
- Listing of Specification compliant to
- Authorization signature or authorization name if supplied electronically.
Characteristics controlled (specification values with tolerance & units of measure)
- Actual test methods and results for a particular lot/batch
- Certificates of Analysis (Compliance) – Analysis reports must show the requirement, tolerance range, and the test results.

STATUTORY AND REGULATORY

A. RoHS, IMDS, and REACH Requirements
Many of CVG’s customers and OEM’s require compliance with various world-wide directives involving restricted and hazardous materials. Because of this, CVG must also require the same of its supply base. All suppliers should develop procedures, as appropriate and as determined by their position in the supply chain, to move towards RoHS, IMDS, or REACH compliance, or any combination thereof. These requirements are CVG specific for PPAP submissions and must be provided upon request. Please contact your CVG buyer or quality department if you have questions regarding these requirements.

B. Conflict Minerals
In August 2012, the United States Securities and Exchange Commission (the “SEC”) published regulations implementing Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). Under Section 1502 of the Act, publicly-held companies like CVG, must report annually to the SEC whether they use certain “Conflict Minerals” originating from the Democratic Republic of Congo (DRC) or an adjoining country that are “necessary to the functionality or production” to their products. The “Conflict Minerals” include columbite-tantalite (tantalum), cassiterite (tin), wolframite (tungsten) and gold. This reporting is also a requirement of CVG’s customers and is requested throughout the year.

CVG had developed a process that requires all suppliers who provide components and/or materials to any CVG location to provide an updated conflict minerals report for the prior 6 month period. The reporting periods run January through June and July through December. CVG will notify suppliers and request a current version of the Conflict Minerals Reporting Template (CMRT) using the iPCMP tool (iPoint) or by using CVG’s dedicated email box at conflictminerals@cvgrp.com.

All suppliers, regardless of location are required to provide a completed CMRT even if the products or materials provided do not contain any of the conflict minerals. Letters, statements, policies, or other written correspondence will not be accepted as a response in lieu of the CMRT.

If you are not the manufacturer of the products or materials purchased by CVG or if you are a distributor, you should obtain the information from your supply chain. For components or materials that do contain one or all of the conflict minerals you are required to provide smelter information. This smelter information should be verified as needed and all duplicate information removed.

The CMRT request must be completed by the due date provided. Failure to provide the requested information may impact your ability to obtain future business with CVG.

Additional information and the latest CMRT can be found on the CFSI website at www.conflictfreesourcing.org/conflict-minerals-reporting-template/

Questions on CVG Conflict Mineral reporting can be sent to conflictminerals@cvgrp.com

CVG expects that it will eventually be audited regarding its due diligence efforts to collect this information from its supply chain. The framework for this audit can be found in the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. The OECD framework, can be found at: www.oecd.org/investment/guidelinesformultinationalenterprises/46740847.pdf

The CVG Conflict Minerals Policy Statement can be found on the company website at http://ir.cvgrp.com/phoenix.zhtml?c=180209&p=irol-govhighlights

C. Anti-Slavery and Human Trafficking
CVG will not accept modern slavery or human trafficking in any form or at any place within its business. CVG expects its global partners to adopt the same position and to take affirmative steps to ensure their business operations abide by all ethical sourcing obligations. CVG’s suppliers must adhere to all the requirements detailed
in the federal acquisition regulations (FAR) and the Transparency in Supply Chains Act for their activities in the United States, and the Modern Slavery Act for their activities in the United Kingdom, and any other law, rule, regulation, order, standard, or other requirement applicable to the individual supplier.

CONTINUOUS IMPROVEMENT

A. Cost Monitoring
The supplier is expected to cooperate with CVG in an effort to reduce costs and selling price both prior to and during mass production. The supplier must be willing to share suggestions and cost reduction benefits with CVG.

B. VA/VE: Value Analysis/Value Engineering
VA/VE is a systematic problem solving process that involves identifying the functions of a product, determining the cost of those functions, and providing those functions reliably at the lowest overall cost. VA examines current products in an effort to detect and correct value problems and reduce costs.

VE focuses on new products in an effort to identify and prevent value problems before production. This ensures that cost avoidance is designed into the product. CVG expects its suppliers to participate pro-actively in the VA/VE program when called upon.

DOCUMENT AND DATA CONTROL

Engineering Drawing and Specification Control
Assistance in obtaining part drawings and specifications, clarification of specifications, and information on components can be acquired through the Purchasing Department. Information, as it applies to tooling suppliers, can be obtained through the CVG Product Engineering Department.

DOCUMENT / DATA APPROVAL AND ISSUE

A. Engineering Change
The supplier shall have written authorization from the Purchasing Department prior to making any production/engineering changes. Any product shipped containing deviations without having prior change authorization from the CVG User Plant(s) will be subject to rejection and/or returned at the suppliers’ expense.

B. Engineering Change Notification
In order to prevent any manufacturing problems when engineering changes are communicated directly to the supplier at the request of the OEM/end-customer, component suppliers shall immediately contact CVG Supplier Quality and/or the CVG Plant’s Quality department prior to the first revised production shipment. Prior notice shall include change number, lot number, and date of first shipment. The first approved shipment shall bear a brightly colored printed label with notification of changed material to inform that a change has occurred. Chemical suppliers shall place the brightly colored sticker on the bill of lading as notification of change.

PURCHASING

A. Evaluation of Suppliers and Sub-suppliers
CVG reserves the right to visit the supplier’s and/or sub-supplier’s manufacturing facility to verify the quality of purchased parts and to review quality systems at any time. Such assessment could be to update current supplier information, evaluate potential suppliers, or to review systems due to on-going quality related problems, etc. CVG will use the results of these assessments in business partner determination.
B. Run-at-Rates
CVG reserves the right to participate in, or initiate, run-at-rate assessments of the supplier’s manufacturing capability to meet quoted capacities and quality requirements. These evaluation methods may be requested at the start-up of new programs, during pilot/launch phases, when the product is critical to CVG’s production, etc.

C. Potential Suppliers
Prior to the placement of business, potential suppliers will be required to complete a Supplier Self-Assessment and/or Supplier Profile form for submission to CVG Purchasing.

D. Current Suppliers
The CVG recommends that the supplier be prepared to demonstrate documented evidence of procedures, statistical data, current/historical records, and continuous improvement during on-site evaluation, as well as make available all relevant personnel. The assessment results, as well as other performance indicators, determine the supplier rating and if unacceptable, may affect future business in that they may cause the initiation of “Quotation Probation” and/or the resourcing of business.

E. Systems Improvement
If inadequate systems are evident, the supplier will be required to submit a corrective action plan illustrating targeted activities, timing expectations, and responsible persons. This may, if determined adequate, result in an improvement to the supplier’s rating. If requested corrective action is not submitted, the supplier’s rating may be decreased. The supplier may be asked to meet with the Supplier Development and/or Purchasing Departments at an appropriate location to resolve performance and/or systems concerns. Also, the supplier may submit, at any time without CVG request, documentation substantiating system improvements that, upon approval, may increase ratings.

F. Supplier Performance Indicators
All suppliers are monitored as appropriate for:

- Reject Parts Per Million (PPM)
  - CVG requirements of “QUALITY” parts per million is “25 PPM”
- Delivery disruption
  - CVG requirements of “DELIVERY” parts per million is “0 PPM”
- Corrective Action Response
- End-customer assembly plant shutdowns
- Corrective action plans
- Logistical discrepancies (on time delivery)
- Statistical data submissions
- Certification data
- Sample submissions (PPAP)
- Self-assessments
- Repetitive problems
- Warranty Returns
- Pricing / Net Terms

G. Verification of Purchased Product
CVG contractually reserves the right to visit the supplier manufacturing site to verify quality of purchased products prior to shipment.

IDENTIFICATION AND TRACEABILITY

Lot Control/Traceability
A lot/batch number shall appear on all labels, and where applicable, on each item shipped, per engineering drawing specifications. Records of lot shipment destination(s) shall be maintained for the life of the program or a minimum of 7 years.
All suppliers shall maintain a lot or batch control and traceability identification system to track all main components, materials, and chemicals to their origin. This system shall also be in effect for any product that has been reworked or repaired. Chemical suppliers shall also maintain proper identification of all pipelines, tankers, control valves, etc.

**PROCESS CONTROL**

**Maintaining Process Control - Capability Studies**
Where applicable Preliminary process potential study data shall be gathered in rational subgroups and used to develop preliminary control limits, which demonstrate the stability of the process.

Critical characteristics shall be monitored by acceptable techniques of process control monitoring. When out-of-control conditions are observed, component suppliers shall 100% sort or determine capability to the last point in control. Once correction is implemented, samples shall be taken, and results recorded and plotted on the charts. Chemical suppliers shall concentrate on specification requirements with subsequent attention to Cpk calculations. Chemical suppliers shall conduct statistical studies to evaluate the results of receiving inspection, in-process testing, formula changes, etc. These studies shall be performed on an on-going basis during development and shall include the development of process controls, test methods, and both product and process specifications.

**PROCESS CHANGE**

The supplier shall notify the supplier quality, purchasing, material and engineering departments of any design, process (including process location), material, or sub-supplier sourcing changes. The supplier shall make notification in writing utilizing the included Engineering Change Request Form (Appendix A) need to add local form. A full PPAP Level 3 (or negotiated PPAP level commensurate with the specific change) will be required unless PPAP is waived in writing by the authorized CVG approval activity.

A. **CVG Notification**
The supplier shall notify CVG’s supplier quality, purchasing, material and engineering departments of any design and process changes as indicated below.

B. **Process Change Notification Requirements:**
   - A new or changed product or tooling (specific part, material, color, plating, etc)
   - Correction for any previously submitted part
   - Engineering changes to parts or material
   - Change in process or process location
   - Change in supplier or supplier location (including sub-suppliers)
   - Products produced after tooling or supplier location has been inactive for twelve months or more.
   - Any change that could affect Fit, Form, Function, Performance, and/or Durability

**VERIFICATION OF JOB SET-UPS**

A. **First/Last Piece Inspection**
When component first piece inspection is used to certify a new set-up, the first piece should be retained throughout the production run and located at the operation whenever possible. It is also recommended that the last piece, once compared to the first piece and accepted, be kept until the next run of that product. Tooling suppliers shall perform ‘all piece’ inspection, and chemical suppliers shall inspect product(s) during appropriate process intervals.
B. Receiving Inspection and Testing
CVG prefers to keep receiving inspection to a minimum. Therefore, on-line usage of components and chemicals may determine acceptance. With the exception of tooling, all shipments received by CVG shall have been inspected and tested to ensure compliance to specifications and shall include the material certification/warrant documentation. Entire lots of material may be rejected at the first sign of a discrepancy in quality conformance. Chemical suppliers of temperature sensitive products are reminded to provide temperature monitoring devices on each shipment as required.

Third party certification to ISO 9001:2015 may be used in lieu of submitting statistical data and material certifications/warrants for component suppliers. However, this does not exempt the supplier from using statistical methods such as a C = 0 sampling plan and maintaining records for review by CVG.

C. Supplier Laboratory Requirements
The supplier shall use a schedule or tracking procedure for tests being performed both internally and externally. When test performance requirements cannot be completed during the shift from which the product was taken, that product shall be held pending successful test completion. When regulatory control is required by specification, records shall be maintained for review to illustrate compliance. Suppliers using outside laboratories must use laboratories that are accredited laboratories that meet the end-customer requirements. Registration to the ISO/IEC 17025:2005 standard is a requirement.

CERTIFICATES OF ANALYSIS (COMPLIANCE)
The supplier shall provide a Certification of Analysis (Compliance) for all product identified by the CVG using plant. Suppliers shall utilize the CVG QF–167 form (See Appendix B).

NON-CONFORMING PRODUCT
CVG Utilizes PLEX Online as its online Corrective Action System. www.plexonline.com

- All suppliers will receive a credential set (User ID and Passcode) for an online portal to the PLEX system.
  - All suppliers shall utilize the PLEX online system to view and respond to corrective actions.
  - All suppliers shall maintain an active portal and load all information needed (contacts, certifications).
- CVG will enter all corrective actions via 8D or Cost Recovery form within PLEX.
  - Forms are stored within the system, viewable to both CVG and supplier (via portal).

A. Supplier Tests
Product performance test failure shall be cause for the supplier to quarantine production shipments immediately pending analysis of the process and corrective action. The supplier shall immediately notify each CVG location of the failure, shipment suspension, and suspect lot identification. After the root cause of the failure is determined, corrected, and verified and approval by CVG in writing, the supplier may resume shipments.

B. Non-conforming Product Detection and Reporting – Failure Costs
The supplier shall be debited for any/all product failure costs determined to be the responsibility of the supplier, regardless if said failure occurred prior to or after shipment to the end-customer. Product nonconformance will be reported through the use of an 8D within PLEX. This form will also be used to inform the supplier of the request to complete a corrective action form for problem resolution outlining containment action and a plan for long term improvement.

C. Non-conforming Product Detection – Notification by Supplier
If shipment of non-conforming or suspected non-conforming product has been detected by the supplier and is in transit or has been delivered to CVG, the supplier shall immediately notify, by phone, the quality department at each CVG receiving location. Corrective action documentation shall be submitted to CVG.
• For all tooling issues, suppliers shall contact the Supplier Quality and Purchasing Department. CVG receiving locations may require tooling suppliers to submit an 8D for problem resolution, with corrective action to be submitted to the Purchasing department.
• For chemical issues, suppliers shall contact CVG location(s)

D. Non-conforming Product Detection – Notification by CVG
If non-conforming product has been detected by CVG, the supplier will be notified via automated email from PLEX Online. The supplier shall, within 24 hours, review the concern and provide authorization for disposition. Disposition timing may be decreased if specified by CVG due to the individual manufacturing schedule requirements. Disposition possibilities include:

• Supplier personnel sort at CVG location
• CVG personnel sort at CVG location
• Destroy and dispose of at CVG location
• Return product to supplier “freight collect” for credit with replacement product due
• Third party sorting if deemed necessary by CVG due to quality concerns

Costs associated with nonconforming product that causes a line interruption or shutdown at CVG or the end-customer will be the responsibility of the supplier.

REVIEW AND DISPOSITION OF NON-CONFORMING PRODUCT

A. Reject Parts Per Million (PPM)
Dividing the number of parts rejected by the number of parts received and multiplying the result by 1,000,000 results in PPM; for example, 5 ÷ 2,500 X 1,000,000 = 2,000 PPM.

Any product which is not within specification (except that product which was received via an approved deviation) will be defined as REJECTED and will be assessed as such against the supplier in PPM reporting. Rejected prototype and experimental product (non-production) shall not be assessed as PPM at any time. When CVG location has insufficient space to take delivery of all product(s) shipped (providing that the quantity shipped equals the quantity ordered), excess product shall not be assessed as rejected.

B. Product Disposition
It is to the supplier’s advantage to visit CVG location for product disposition. This provides the opportunity to view component usage, and allows products to remain in the facility for sorting, reworking, or repairing. Upon sorting, product which is found to be within specification and can be used as is will not be assessed against the supplier PPM. If materials are returned, they will be considered non-conforming (rejected). All non-conforming products impact the supplier PPM.

When the quantity in question is extremely large, the supplier and plant quality personnel may negotiate the best method to dispose of the material. In some cases the quantities are so high that sorting within the CVG facility would not be feasible and all products should be returned to the supplier for sorting. It is up to the supplier and plant quality personnel to negotiate the PPM value to be counted against the supplier. This is at the discretion of the plant quality (SQA) personnel.

To avoid imminent production shutdown, CVG may perform, at the supplier’s expense the necessary sorting inspection, and repairing/reworing operations to maintain production.

C. Containment Plan
CVG personnel may place the supplier into containment if they experience repetitive concerns with a supplier, during the first ten percent (10%) of annualized volume produced for a new program, or during pilot/launch phases. Containment will be required when consensus within CVG management determines that current supplier controls are not sufficient to insulate CVG from the receipt of nonconforming parts/material. If this occurs, the supplier will then be notified verbally, followed by an 8D or other written documentation.
CVG personnel at the location experiencing the part/material non-conformance make the determination whether the supplier can effectively correct the situation through the 8D process and/or isolate CVG from the problem. It is CVG's discretion to determine which and how many characteristics to be inspected until confidence has been restored. Standard guidelines for implementation of containment may consider the following:

- Repeated defects
- Duration and severity of the problem
- Incapable processes
- Quality problem at CVG facility, end-customer, or in the field
- Inadequate containment and/or resolution of non-conformances via the PSR process

With the exception of tooling suppliers, suppliers shall employ the “green dot” or other containment plan, which is temporary in nature, until process capabilities and process controls have proven effective. Suppliers shall also initiate an internal containment plan in situations which could affect production, e.g., manpower, materials, products, tools, processes, engineering change, etc. The plan shall provide a method to ensure that all defective and suspect defective products do not reach CVG.

ALL costs associated with the supplier being placed on containment, regardless of reason or sourcing arrangement will be at the expense of the supplier.

D. Containment Level

- Level I containment is defined as a redundant inspection process enacted by the supplier’s employees at the supplier’s location in order to isolate CVG from receipt of nonconforming parts/material. This containment effort is to be conducted in a separate area from production with qualified personnel.

- Level II containment is the same activity but “person(s) performing the sort” is an impartial third party selected by CVG and paid for by the supplier.

- Level III containment is activity required to be performed outside the supplier’s facilities at the third party’s location or at a facility deemed appropriate by CVG.

E. Removal from Containment

In order to be removed from containment, the supplier must provide the CVG location with a minimum of three (3) defect-free shipments, both at the supplier and at the CVG location, documented proof of a Cpk index higher than 1.33 for related or requested Key Control Item as determined by CVG, an updated control plan addressing the problem, and a completed and approved 8D-response with effective permanent corrective action.

It is the discretion of CVG whether to place a supplier in containment and to determine what should be in containment, and the length of the containment.

Containment is generally for thirty (30) days or three (3) shipments, but may be reduced or lengthened for an undetermined period of time, depending on performance, confidence level, and meeting the criteria for removal which includes the approval by CVG for:

- Sufficient quantities (determined by the receiving CVG location) shipped with zero defects
- An updated control plan to address the problem
- Statistical data and/or Cpk and Cp data of 1.33 or > for related or requested characteristics
- Approved 8D-response to ensure permanent corrective action with no recurrence

The objectives for using a containment plan are to demonstrate a management commitment to proactive containment of all detectable defects, to ensure all processes are capable, and to implement process control. Termination of containment occurs only when CVG notifies the supplier of termination after there is no recurrence of the problem and that the documentation submitted has been accepted.

CORRECTIVE ACTION
A. Problem Solving 8D
The 8D reporting format (see Appendix C) 8D FORM is designed to be a useful tool in identifying and eliminating concerns. Only one defect is to be included on an 8D form. The supplier must include the 8D number on the 8D report. The completed 8D is to be submitted to the appropriate CVG Quality in the PLEX System. If an 8D is closed verbally through the requesting plant or meetings, the supplier is to then contact Supplier Quality Assurance.

If an 8D response is required of the supplier by CVG, notification will be provided through use of the 8D or other documented request. In an effort to improve communication and facilitate the 8D review process, simple illustrations depicting the problem product, system or process should be included whenever possible. If the root cause cannot be determined within 48 hours, an updated 8D response report must be answered in the CVG Plex Supplier Problem System within the next 30 calendar days and every 30-calendar day thereafter until closed. CVG may request an initial 8D response sooner to ensure quality product is being delivered.

B. Unresolved Quality Concerns – Business Review Meetings
If a supplier has a large quantity of rejections within a one month period, as indicated on the Monthly PPM Report, or if a supplier’s performance is declining and/or resolution to quality issues is not permanently corrected, the Supplier Development and/or Purchasing department may conduct Business Review Meetings for resolution and address required containment level. The BR Meetings are conducted in three steps in which each step addresses a corrective action plan. If corrective action fails, and performance remains unacceptable, the next step is conducted with an increased level of management. The third phase which will require Level III Containment is the final phase in which the supplier’s business with CVG can be terminated at CVG’s sole discretion (regardless of status of contract), and the business resourced to another supplier(s).

DELIVERY

A. In-Bound Freight
The supplier shall have a program in effect with their suppliers, which allows at any time, for carrier assignment and tracking of in-bound products. The supplier material control activity shall assure raw material and component availability through documented communication between production, manufacturing, and purchasing activities.

B. Out-Bound Freight
Unless otherwise specified, CVG shall be responsible to coordinate freight carrier and schedule. The supplier is required to use CVG-designated carriers; however, suggestions for improvement may be forwarded to the Materials Department.

C. Physical Condition
All trailers are expected to be clean and in good useable condition. Any trailer damage shall be reported to the carrier prior to loading of product. Upon receipt of load, CVG shall examine trailer and load, and shall report any package or trailer damage to both the carrier and the supplier. Prior to unloading of the material any damage will be recorded and acknowledged by the vehicle driver.

D. Premium Freight
The supplier shall have a system to monitor all premium freight that shall include documentation describing the necessity and authorization for premium freight. The program shall also include a documented program for reduction/elimination of premium freight that includes corrective action and monthly reporting to CVG on the cause of the premium freight and corrective action taken. The supplier is responsible for all premium freight charges and subsequent charges associated with product that is delayed, due to supplier logistical, quality or scheduling problems.

E. Logistical Concerns
Logistic concerns will be reported on the 8D or other appropriate forms and will be assessed against the supplier. Logistical concerns will be assessed against the supplier on the Monthly PPM report.
In concurrence with the above report, suppliers may receive a report detailing a past due condition. Receipt of this report shall initiate immediate reconciliation of shipment discrepancies through contact with the Materials Manager of the issuing plant.

F. Customer and Production Schedules
The supplier must generate a production schedule that ensures all CVG requirements are met. The supplier shall maintain documentation that shows the correlation between weekly CVG requirements and the production schedule, or as specified by the Just-In-Time (J.I.T.) or Kan-Ban schedule. Suppliers may receive a report detailing a product past due condition, receipt of which shall initiate immediate reconciliation through contact with the Materials Manager of the issuing CVG facility.

G. Non-Delivery, Delayed Deliveries or Short Shipments
If non-delivery, delayed deliveries or short shipments are anticipated, ALL suppliers shall immediately notify CVG Materials Department of the receiving location. Tooling suppliers shall also contact the CVG Program Manager or Applications Engineer.

Delays, short shipments, or quality rejections may cause line or operation interruption at CVG, and in severe cases, may result in OEM assembly plant shutdown. In the event of concerns that interrupt production, the following shall occur:

- CVG shall immediately notify the Material Manager of the supplier.
- An 8D will be submitted by CVG to the supplier.
- An 8D response report may be requested.
- The supplier must complete the 8D response with permanent corrective action and send the original to CVG.

H. Interruption/Shutdown
If a CVG location experiences an interruption/shutdown caused by the supplier due to a quality issue, lack of raw materials, etc., CVG will contact the supplier verbally. An 8D or other written document will be issued following the contact. An interruption is defined as individual tools/molds/jobs that had to be turned off or skipped. A shutdown is when the entire line is shutdown. This could occur at either or both CVG or the end-customer. Upon verbal notification of the interruption/shutdown, the supplier shall determine appropriate action and advise the CVG location of future actions. The supplier also assumes all subsequent premium freight charges incurred by CVG or end-customer due to the interruption/shutdown.

The supplier is required to respond to the 8D report in PLEX. All interruption/shutdown information is maintained and each incidence is assessed against the supplier in the Monthly PPM report. This report determines supplier quoting status for new CVG business.

CONTROL OF QUALITY RECORDS

A. Chemical Suppliers - Record Retention
All chemical suppliers shall retain samples of both incoming raw materials as well as finished product for a minimum time equal to the shelf life of the lot, or six months after the production of the lot. Where actual samples are not possible, e.g., unstable or volatile chemicals, the supplier must maintain records of analysis.

B. Control Characteristics
Characteristics should be mutually agreed upon by CVG and supplier and chosen on the basis of product function, design intent, fit, manufacturing process or other factors that may contribute to an out-of-control condition. CVG Divisions supports the use/benefits of statistical techniques (SPC/SQC).

C. Unidentified Key Product/Control Characteristics (KPC/KCCs)
If CVG has not identified key product/control characteristics, the supplier shall choose process and/or product control characteristics that pertain to product manufacturing. It is recommended that product application be
discussed with the receiving CVG location(s) Quality Department representative and/or Technology Group for determination of key product/control characteristics affecting manufacturing processes.

**CONTROL CHARACTERISTICS**

A. **Key Product/Control Characteristics (KPC/KCCs)**

When key product/control characteristic designation is identified on drawings, specifications, supply agreements, or purchase orders provided by CVG, the supplier is required to submit statistical data on that characteristic to the attention of the Quality Manager / SQA Engineer at the receiving CVG location.

B. **Component Supplier Statistical Data Submission**

Component suppliers shall submit summaries of average Cp and Cpk indices for the combined calendar quarter to each CVG location quarterly (to arrive prior to the 7th of the following month), or on a schedule mutually agreed upon by the Quality Manager / SQA Engineer of each CVG location and the supplier. Additional or more frequent, statistical information may be requested for assistance during problem solving.

The supplier must employ a continuous improvement program aimed at maintaining a minimum Cpk of 1.33 with expectations to exceed this minimum and realize a Cpk of 1.67. Out-of-Control conditions and processes with less than 1.33 capability must include corrective action (8D format may be used). If corrective action is not included, compliance will be assessed.

It is advised that suppliers submit the data via fax or email and verify receipt of statistical data to prevent adverse effects on the QPR. It is the supplier’s responsibility to ensure that the data reached the appropriate personnel to prevent non-compliance.

C. **Cp and Cpk Indices**

The Cp index indicates whether the process variation is acceptable, that is, if the process were centered correctly, could it produce all products within specification. It does not measure whether or not the process is centered properly. The Cp index is obtained by comparing the size of the specification width (upper specification limit minus lower specification limit) with the size of the total process spread ($6\sigma$).

The Cpk index measures the effect of both the “centered-ness” and variation at the same time. If the process distribution is well within specification on the worst-case side, it is sure to be acceptable. Process capability is valid only if the process is in a state of statistical control. If the process is not in control, it is unpredictable and it is not possible to reliably estimate future performance.

D. **Chemical Supplier Statistical Data Submission**

Suppliers providing Resin and Catalyst must monitor control characteristics as listed below through SPC/SQC methods. All other chemical suppliers must submit SPC/SQA data on existing COA data. This data shall be submitted for the combined calendar quarter to each CVG location quarterly (to arrive prior to the 7th of the following month), or on a schedule mutually agreed upon by the Quality Manager / SQA Engineer of each CVG location and the supplier. Additional or more frequent, statistical information may be requested for assistance during problem solving.

The supplier must employ a continuous improvement program aimed at achieving a minimum Cpk of 2.24 (Ppk of 1.67). Out-of-Control conditions and processes with less than 1.67 capability must include corrective action (the 8D format may be used). If corrective action is not included, it could adversely affect the assessment. It is advised, that suppliers submit the data via fax or email and verify receipt of statistical data. It is the supplier’s responsibility to ensure that the data reached the appropriate personnel.
ENVIRONMENTAL GUIDELINES

CVG strives to conduct all of its operations in an environmentally sound manner whereby regulatory requirements of global regions, country, states and provinces, and local requirements become the minimum standards of the business. Suppliers to CVG of production materials, equipment, services, and consumable goods are expected to follow these same guidelines as their business practices. It is desirable for all suppliers to have an effective management system for environmental improvements.

Areas of environmental concerns for the performance of suppliers’ products and services are:
- Evidence that suppliers comply with regulatory requirements of global regions, country, states, provinces, and markets are met (RoHS, IMDS, and/or REACH).
- Non Use of chemicals or material ingredients in Volvo’s black or grey list.

CORPORATE SOCIAL RESPONSIBILITY REQUIREMENTS FOR SUPPLIERS

CVG is committed to ensuring the highest standards of social responsibility throughout its supply chain. The companies we do business with shall provide safe working conditions, treat employees with dignity and respect, and use environmentally responsible manufacturing processes wherever CVG products are made.

WARRANTY GUIDELINES

Supplier warrants that all articles, materials, and work supplied conform to the requirements, specifications, drawings, samples or other descriptions furnished or adopted by CVG that they are free from all defects in manufacture or design and are of merchantable quality and fit the intended purpose. This warranty coincides with basic and component warranty with OEM and fleet customers as well as extended warranty and will begin with the date that the vehicle is placed into service (“Delivered to the User” date).
## Appendix A

### Engineering Change Request (Process Change Request) form

**ECR**

**CVG Global Truck**

### Engineering Change Request

<table>
<thead>
<tr>
<th>ECR Project #</th>
<th>PRIORITY</th>
<th>CUSTOMER REF#</th>
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<table>
<thead>
<tr>
<th>ORIGINATOR/REQUESTOR</th>
<th>DATE:</th>
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<th>PART NAME:</th>
<th>DWG/PART #:</th>
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<tr>
<th>CUSTOMER:</th>
<th>APPROVAL REQUIRED:</th>
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<tr>
<th>CUSTOMER NOTIFICATION REQC</th>
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<tbody>
<tr>
<td>DPMEA AFFECTED No</td>
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<tr>
<td>PFMEA AFFECTED No</td>
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<tr>
<td>WORK INSTRUCTIONS No</td>
</tr>
<tr>
<td>INSPECTION INSTRUCTIONS No</td>
</tr>
<tr>
<td>ROUTER AFFECTED No</td>
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<tr>
<td>CONTROL PLAN No</td>
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<table>
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<tr>
<th>CHANGE REQUESTED OR PROJECT DESCRIPTION:</th>
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**MARKED PRINTS & ALL OTHER SUPPORTING DOCUMENTS MUST BE ATTACHED**

**Engineering Change Request - Reason for Change**

<table>
<thead>
<tr>
<th>ESTIMATED ANNUAL USE/AGI</th>
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**Engineering Change Request - Cost Impact**

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<th>COST OF CHANGE:</th>
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<tr>
<td>CURRENT PART NUMBER</td>
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**Effect to Manufacturing**

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**Engineering Change Request - Disposition**

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<th>Engineering Change Request - Team Member</th>
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<tr>
<td>Plant Engineer</td>
<td>Date</td>
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<tr>
<td>Project Leader</td>
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<tr>
<td>Commodity Manager</td>
<td></td>
</tr>
<tr>
<td>Finance/Cost Engineer</td>
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<tr>
<td>Program Manager</td>
<td></td>
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<tr>
<td>Plant Quality</td>
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<tr>
<td>Sales Director</td>
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<td>Other</td>
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<tr>
<th>Quality Manager (Internal)</th>
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**Customer Approval Status**

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</table>

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## Appendix B

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## Certificate of Analysis Form

### Supplier Information
- **Name:**
- **Street Address:**
- **City, State:**
- **Country:**
- **Code:**
- **Phone:**

### Test Information
- **Test:**
- **Manufacturer Location:**
- **Method:**
- **Unit of Measurement:**
- **Tolerance:**
- **Supplier Specification (if applicable):**
- **Customer Specification (if applicable):**

### Testing Results
- **Pass Fail:**
- **Date:**
- **Lot No.:**
- **Quality:**
- **Pattern:**
- **Color:**

### Appendix C

**CVG Practical Problem Solving Report**
### Problem Report 8D

#### CUSTOMER INFORMATION
- **Customer:**
- **Customer Location:**
- **Customer Part No.:**
- **Cust. Problem No.:**
- **Customer Contact:**
- **Fax:**
- **Phone:**
- **Email:**

#### SUPPLIER INFORMATION
- **Supplier:**
- **Supplier User:**
- **Email:**
- **Supplier Phone:**

#### Step 1 - DEFINE PROBLEM
- **Brief Description:**
- **Full Description (Required):**
- **Category:**
- **Form Type:**
- **Problem Type:**
- **Severity:**
- **Plant:**

#### PROBLEM IMAGES
- Special Section Attachment Image Viewer Will Be Used

#### INTERNAL PART INFORMATION
- **Part Number:**
- **Part Description (max.200):**
- **Defect Type:**
- **Quantity Placed on Hold:**
- **Quantity Rejected:**

#### OWNERSHIP / STATUS
- **Current Status:**
- **New Status:**
- **Champion:**
- **Champion Phone:**
- **Recorded By:**
- **Recorded Date:**
- **Customer Issue Date:**
- **Date of Occurrence:**
- **Overall Clean Point Date:**
- **Target Close Date:**
- **Updated By:**
- **Updated Date:**
- **Actual Close Date:**

#### Cost Recovery
- Special Section Cost Recovery Will Be Used

#### Step 2 - DEFINE TEAM
- Special Section Team Will Be Used

#### Team Note:
## Problem Report 8D

**Step 3a - Initial Response**
(Initial Response Due:
Initial Response Date:
Response:
Build / Ship Date: LOT NUMBER:
RMA:
Disposition Type:

**Step 3b - Containment**
(Special Section Containment Will Be Used

**Communication**
(Special Section Notes Will Be Used

**Step 4a - Cause Analysis**
(Problem Control Root Cause
Special Section Five Why Will Be Used

**Step 4b - Root Cause**
(Special Section Root Cause Will Be Used

**Step 5 - Permanent Corrective Action**
(Special Section Corrective Will Be Used

**Step 6 - Supplier Verification**
(Special Section Verification Will Be Used

**Step 7 - Control / Prevention**
(Special Section Preventative Will Be Used

**Validation**
(Special Section Approval Will Be Used

**Process FMEA Revision**
FMEA Completed: FMEA Due: FMEA Re-Eval: FMEA Update Req.: No
### Problem Report 8D

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<th>Control Plan Revision</th>
<th>CP Completed:</th>
<th>CP Due:</th>
<th>CP Re-Eval:</th>
<th>CP Update Req.:</th>
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<tr>
<td></td>
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### OTHER Docs TO REVIEW

(Use when additional documents require a review)

Special Section Document Review Will Be Used

### Recurrences

Special Section Problem Linking Will Be Used
Appendix D

CVG Purchase Order Terms & Conditions

Commercial Vehicle Group, Inc.
PURCHASE ORDER TERMS & CONDITIONS

Unless this Purchase Order expressly otherwise states, it is limited to the terms and conditions set forth herein. CVG hereby objects to any additional or different terms and conditions proposed by Supplier in any proposal, quotation, acknowledgment, or other document. Any such proposed terms and conditions shall be void and the terms and conditions herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties. When used in this Purchase Order, the term “good” or “service” or “work product” means the items, materials, equipment, software, tools, parts, and/or work or services supplied pursuant to this Purchase Order.

1. PURCHASE ORDER DEFINED: The term “Purchase Order” as used in these terms and conditions means the document entitled “Purchase Order” from Commercial Vehicle Group, Inc. (“CVG”) to Supplier. Where applicable, it also includes the following: Any written contract entered into between Supplier and CVG. The written contract, including CVG’s Supplier Requirements Manual, or proposal submitted by Supplier in response to a solicitation, and any written or oral solicitations that CVG or Supplier which Supplier provided a quote, bid, or proposal (including specifications), and approaching to any such document or solicitation.

If there are any inconsistencies among the documents listed above, the inconsistencies will be resolved in the descending order of importance listed above, with any long-term agreement or master contract executed between Supplier and CVG having the greatest importance, and then followed by the document entitled “Purchase Order” being next in order of importance. The terms and conditions set forth in this Purchase Order take precedence over any conflicting terms and conditions in documents that Supplier provides. Furthermore, any terms proposed by Supplier that do not, vary from, or conflict with the terms herein are hereby rejected.

2. SUPPLIER DEFINED: The term “Supplier” as used in these terms and conditions means any party that enters into any Purchase Order with CVG or, where applicable, any party that enters into any written contract with CVG or, submits a written quote, bid, or proposal in response to a solicitation, or provides a quote, bid, or proposal (including specifications) and amendments to any written or oral solicitations issued by CVG.

3. ACCEPTANCE AND REJECTION: If you finally accept any good, service, or work product, you shall accept the same immediately, or as specified in the Purchase Order, and CVG is entitled to invoke acceptance of them. CVG may reject or revoke acceptance, or require delivery at an equitable reduction in price, if CVG’s system Supplier may or cannot deliver CVG for all included and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Supplier will be liable for direct, indirect, consequential, special, or incidental damages as a result of any disclaimers, disclaimers of warranties, or any other terms set forth in the Purchase Order.

If any term in the Purchase Order contract is not accepted by Supplier or, or to pay any for, goods shipped or services provided in excess of those stated in the Purchase Order, CVG may, in its discretion, reject over-shipments or additional services or work product not specified in the Purchase Order. For any reason Supplier fails to return to CVG the signed acknowledgment copy of any Purchase Order, any contract or contract for Supplier that recognizes the existence of a contract pertaining to the subject matter therein will constitute Supplier’s acceptance by Supplier of the Purchase Order and all of its terms and conditions. If any Purchased Order has been issued by CVG in response to Supplier’s offer and either of the terms herein are additional or different from the terms of such offer, then the instant of the Purchase Order will constitute an acceptance of such offer, subject to the acceptance conditions that CVG may or cannot deliver CVG for all included and consequential costs related to unaccepted goods or services. Notwithstanding final acceptance and payment, Supplier will be liable for direct, indirect, consequential, special, or incidental damages as a result of any disclaimers, disclaimers of warranties, or any other terms set forth in the Purchase Order. For any reason Supplier fails to return to CVG the signed acknowledgment copy of any Purchase Order, any contract or contract for Supplier that recognizes the existence of a contract pertaining to the subject matter therein will constitute Supplier’s acceptance by Supplier of the Purchase Order and all of its terms and conditions.

4. PRICE: The price for the goods or services is the price shown on this Purchase Order. Supplier warrants that the agreed price is not less favorable than that currently extended to any other buyer for the same or like goods or services in agent or labor guarantee. Unless CVG otherwise conveys in writing, the price is the limit of the liability of CVG for the goods and services and all work thereon. Any requested changes in the price must be submitted to CVG in writing, and if approved, such changes will become effective as soon as possible, but no sooner than 30 days after agreement with the appropriate agent of CVG.

Supplier warrants its pricing, terms, delivery, service, and quality to be consistent and competitive with the market. If CVG reasonably determines that the Supplier’s performance is not competitive with the industry, CVG will provide Supplier with an opportunity to correct the deficiencies within 30 days of CVG’s notice. If Supplier fails to correct any such deficiency, CVG also will terminate this agreement under or may discontinue this agreement under the most favorable terms to Supplier under outstanding purchase orders. In the event of such termination, CVG shall have no other liability other than payment of the agreed purchase price for components delivered prior to the termination date.

5. TAXES: Unless exempt therefrom, all taxes that Supplier is required by law to collect from CVG are included in the price stated herein. Upon request, Supplier will furnish promptly to CVG a certified statement of all taxes paid in connection with the goods or services, and a signed receipt of said taxes, if required by law.

6. COMPLIANCE WITH LAWS: Supplier will comply with all applicable federal, state, and local laws, rules and regulations, orders, guidelines, standards, limitations, controls, prohibitions, or other requirements that are applicable to the goods or work product that Supplier supplies to CVG. Supplier will ensure that, in connection with the goods or work product that Supplier supplies to CVG, Supplier complies with all applicable laws, rules, and regulations, orders, guidelines, standards, limitations, controls, prohibitions, or other requirements that are applicable to the goods or work product that Supplier supplies to CVG. If the goods or work product that Supplier supplies to CVG are not in compliance with all applicable laws, rules, and regulations, orders, guidelines, standards, limitations, controls, prohibitions, or other requirements, Supplier will immediately remove the non-compliant goods or work product from the site of sale, delivery, or other activities related thereto and will not sell, deliver, or otherwise make available the non-compliant goods or work product.

In the event delivery of the goods or performance of services will be delayed due to any cause beyond Supplier’s control and not occasioned by Supplier’s fault or negligence for a period of more than 30 days after the end of the calendar month in which delivery is otherwise required, CVG will have the option to terminate the Purchase Order upon written notice given to Supplier within 30 days after the expiration of such 30 day period, and such termination will be in all obligates and liabilities of the parties hereto without liability to Supplier, goods, services, data, or other terms to be terminated hereunder.

7. ASSIGNMENT AND DELEGATION: Supplier shall not be required to obtain the consent of CVG for any assignment of any rights or obligations of Supplier under this Purchase Order, but Supplier shall notify CVG of any such assignment. Notwithstanding the foregoing, any assignment is subject to effect for any claims CVG has against Supplier, whether or not arising under any particular Purchase Order or purchased.

CHANGES: At any time prior to the time this paragraph has passed to CVG, CVG may make changes within this purchase order, including changes in design, specifications, packaging, time and place of delivery, services and method of transportation, as necessary to accommodate changes in the contract. If any term of this Purchase Order is invalid, illegal, or otherwise unenforceable, the remaining terms shall remain in full force and effect. This paragraph shall not apply to any changes that are made in accordance with the terms of this Purchase Order or any drawing or specification supplied by Supplier.

This provision specifically applies to any laws related to digital currency (including virtual currency), conduct of anti-money laundering (AML), and counter-financing of terrorism (CFT). Further, Supplier will not sell, supply, or otherwise make available the goods or work product to any person who is not a U.S. person or to any person who is not located in the United States.

In the event delivery of the goods or performance of services will be delayed due to any cause beyond Supplier’s control and not occasioned by Supplier’s fault or negligence for a period of more than 30 days after the end of the calendar month in which delivery is otherwise required, CVG will have the option to terminate the Purchase Order upon written notice given to Supplier within 30 days after the expiration of such 30 day period, and such termination will be in all obligates and liabilities of the parties hereto without liability to Supplier, goods, services, data, or other terms to be terminated hereunder.

This provision specifically applies to any laws related to digital currency (including virtual currency), conduct of anti-money laundering (AML), and counter-financing of terrorism (CFT). Further, Supplier will not sell, supply, or otherwise make available the goods or work product to any person who is not a U.S. person or to any person who is not located in the United States.
Commercial Vehicle Group, Inc.

PURCHASE ORDER TERMS & CONDITIONS

Unless this Purchase Order expressly provides otherwise, it is limited to the terms and conditions set forth herein. CVG hereby object to any additional or different terms and conditions proposed by Supplier in any proposal, quotation, acknowledgment, or other document. Any such proposed terms and conditions shall be void and the terms and conditions herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties. Wherein the word “goods” or “services” or “work product” means the items, materials, equipment, software, testing, parts, and/or work or services supplied pursuant to this Purchase Order.

10. BANKRUPTCY: In the event of any proceedings, voluntary or involuntary, for bankruptcy or insolvency, or by, against, or in favor of Supplier, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, CVG will be entitled to cancel the Purchase Order without liability.

Any person or entity to which the Purchase Order is assigned pursuant to the provisions of Delaware Code §11.107(a)(5)(ii), or in, or in connection with, or in furtherance of, or as a result of, such proceedings, will not have any rights under the Purchase Order. CVG will have the right to test at its own cost and expense any goods supplied under the Purchase Order. No inspection or testing at Supplier’s facilities will establish that goods supplied under the Purchase Order will be of the same quality as the goods ordered under the Purchase Order and that the goods supplied will conform to the specifications and other requirements contained in the Purchase Order.

11. INSPECTIONS: Supplier agrees to permit access to its facilities, subcontractor facilities, and Supplier’s processes for producing the goods or services, at reasonable times for the inspection of the goods or services covered under the Purchase Order. CVG will have the right to test at its own cost and expense any goods supplied under the Purchase Order. No inspection at Supplier’s facilities will establish that goods supplied under the Purchase Order will be of the same quality as the goods ordered under the Purchase Order and that the goods supplied will conform to the specifications and other requirements contained in the Purchase Order.

12. APPLICABLE LAWS: The laws of the State of Ohio apply to the performance and interpretation of the Purchase Order without reference to its choice of law rules. Any provision required to be included in a contract of a type similar to the Purchase Order by any applicable and valid executive order, state, federal, or local law, ordinance, rule, or regulation is incorporated in the Purchase Order. Unless otherwise agreed to by Supplier and CVG in writing, there is included in all Purchase Orders (including any amendments or changes thereto) the provisions of the Uniform Mechanical Code for Ohio and the Uniform Commercial Code for Ohio, as the same may be presently amended.

13. PATENT AND COPYRIGHT INFRINGEMENT: Supplier will indemnify CVG, its successors, and customers for, and hold harmless CVG, and its successors and customers, from and against all claims, liabilities, damages, losses, costs, and expenses, including attorneys’ fees, costs, and judgments resulting from or arising upon claims that the goods or services are or were defective or deficient, or that warranties or failures to warn, or mislabeling of the materials, software, or products, or any of its components or subcomponents infringe infringe or infringe upon the patent, copyright, trademark, trade secret, or other intellectual property rights, or of alleged misrepresentation or misrepresentation of a trade secret resulting directly or indirectly from Supplier’s omission.

Further, Supplier agrees to waive any claim against CVG under the Uniform Commercial Code or otherwise including any hold harmless or similar claims in any way related to a claim asserted against Supplier or CVG by patent, trademark, copyright infringement or otherwise, including claims arising out of compliance with specifications, requirements, or instructions, supplier agrees that CVG is worldwide, exclusive, royalty-free license to repair and have repaired, to reconstruct and to have reconstructed the goods ordered under the Purchase Order.

Supplier assigns to CVG all right, title, and interest in and to all patents, trademarks, copyrights and mask work rights in any materials created for CVG under any Purchase Order. Supplier agrees not to assert any claim (other than a claim for non-infringement of its patents, trademarks, copyrights, and mask work rights) for or concerning any information which Supplier has disclosed or any proprietary disclose to CVG in connection with the goods or services covered by the Purchase Order.

15. WORKS MADE FOR HIRE: In the event Supplier creates, develops, or in any way creates or manufactures goods, or services, research, data, models, designs, recordings, writings, software code, graphic representations or other intellectual property (“Works”) pursuant to the terms of the Purchase Order, such Works will be treated as works for hire under the U.S. Copyright laws and will become the sole and exclusive property of CVG. CVG will hold in trust such ownership, and impart the right to any Works to be delivered under the Purchase Order and Supplier assigns all of Supplier’s right, title, and interest in such Works to CVG.

16. FORCE MAJURE: Except for payment of sums due under this Purchase Order, no other party shall be liable for any action or delay under the Purchase Order if such delay is caused by any act of God, war, riots, civil war, strikes, labor disputes, labor unrest, civil disturbances, fire, food, fuel, labor, parts, disruptions, or extensions or reductions of time caused by government or any other similar public event or cause beyond the control or reasonable control of Supplier.

The term “Force Majeure” means an unforeseeable occurrence that is beyond the control of the party affected and occurs without fault or negligence by either party.

17. TITLE AND DELIVERY: Unless otherwise specified in the Purchase Order, all prices for goods will be F.O.B. point of destination and will include all delivery and unloading at the destination specified in the Purchase Order. The title and risk of loss with respect to the goods will remain with Supplier until Supplier has accepted the goods at the F.O.B. point specified. The cost of all returns, shipments for goods will be borne by Supplier, with title and risk of loss passing at F.O.B. point specified, unless otherwise specified by CVG.

The services must be carried out and completed in accordance with the requirements of CVG. The services must be performed in accordance with the requirements of the Purchase Order. Time is of the essence and any changes to the agreed time frame must be authorized by CVG. If any services are not performed in accordance with the agreed time frame, CVG will have the right to seek reimbursement for any added costs incurred to maintain production including but not limited to premium labor expenses, and excess charges paid to another supplier.

18. SHIPMENT OF GOODS: Supplier agrees to properly pack, mark, and ship goods in accordance with the requirements of CVG and applicable law including the United States Tariff Act and related regulations, including the requirement to have all goods marked with a country of origin designation and that the country of origin designation is accurate, and the requirement that for the country determined in a manner to secure the lowest transportation and tariffs costs. The marks on each package and container of the goods in shipping manifest, together with such shipping instructions as may be necessary to assign carriers or employees of CVG have to exercise such measures of care and protection which will prevent bodily injury or property damage in the loading, transportation, processing, use, or disposal of goods purchased under the Purchase Order and use for or enter disposal of containers and packaging of goods shipped under the Purchase Order to CVG.

19. PAYMENT: To be paid, Supplier must submit a statement indicating a valid Purchase Order number together with proof of shipment, completion, and/or delivery. The Supplier Quality and Development Requirements Manual
Commercial Vehicle Group, Inc.

PURCHASE ORDER TERMS & CONDITIONS

Unless this Purchase Order expressly provides otherwise, it is limited to the terms and conditions as set forth herein. CVG hereby objects to any additional or different terms and conditions proposed by supplier in any proposal, quotation, acknowledgment, or other document. Any such proposed terms and conditions shall be void and the terms and conditions herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties. When used in this Purchase Order, the term “goods” or “services” or “work product” means the items, materials, equipment, software, tools, parts, and/or work or services supplied pursuant to this Purchase Order.

Invoice must specify the goods, services, or work product provided, including item number, and a description of items, time, quantity, and unit price, which must match the description in the Purchase Order. All invoices must be paid upon completion of the entire Contract unless a schedule of progress payments for work in progress is agreed in writing with CVG. Invoices for progress payments must specify the actual work performed. No changes will be accepted for bearing charges, change orders, or storage unless specified in writing by CVG.

Unless otherwise agreed in writing, invoices are paid at 90 days from the date of receipt of the goods or completion of any required service, and not on the basis of either invoice or delivery date. Payment of invoices will not constitute acceptance of the goods and will be subject to adjustment for shortages, defects, or failures of Supplier to meet the requirements of the Purchase Order. CVG's terms of payment by check is subject to review by CVG.

21. INDEMNIFICATION: To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless CVG, its parent and affiliated companies, and their respective directors, officers, agents, employees, and subcontractors and assigns from and against all claims, damages, losses, and expenses (including but not limited to attorneys' fees and court costs) arising from the activities, services, or products of Supplier or CVG, its officers, agents, or employees, or any of Supplier's subcontractors in the performance of the Purchase Order, whether directly caused by, incident to, or growing out of defects in the design, manufacture, or materials used in the goods, negligence in the manufacture or provision of the goods supplied, or performance of the services hereunder. The amount and type of insurance coverage requirements set forth in this agreement will in no way be deemed to limit the scope of indemnification in this paragraph.

Supplier further agrees to pay the settlement of all such claims and the defense of any suit, claim, or legal proceedings of any kind, brought to enforce such claim or claim, and to pay, in such suit, claim, or legal proceedings, and all costs of attorneys' fees or other expenses. Supplier agrees that in any instance where such claims or claims are brought against Supplier, CVG shall not be liable for any such claims or claims.

22. INSURANCE: Unless as authorized representative of CVG insures Supplier otherwise, Supplier will maintain during the term of the Purchase Order insurance policies described below issued by companies licensed in Ohio. CVG shall be specifically named in an Additional Named Insured on said policy. Before supplying any goods or providing any service, Supplier must furnish the CVG Risk Manager with certificates of insurance evidencing the required coverage, condition, and limits required by the Purchase Order at the following address:

7000 Walton Parkway
New Albany, Ohio 43054

The insurance policies, except those for workers' compensation or professional liability, must be endorsed to name CVG, its agents, officers, employees, and subcontractors. The insurance policies must be purchased in the amount of $1,000,000 each occurrence $2,000,000 aggregate for the following perils: fire, theft, burglary, robbery, malicious mischief, vandalism, war, strike, civil commotion, labor disturbances, riots, pandemics, acts of terrorism, and all other perils and causes of loss not specifically excluded in writing by CVG. CVG will not be liable and will not be required to make payments to Supplier directly or on account of claims of Supplier's subcontractors for losses of anticipated profit, unabsorbed overhead, interest on capital, product development, or engineering costs and facilities, dismantlement, and other expenses incurred in the performance of the contract other than those referred to in the contract. CVG will determine the applicable limits of liability for each of the above-mentioned perils, and, in the event of a claim, CVG may make payments directly to the subcontractor.

23. TERMINATION: CVG may terminate the Purchase Order for convenience by giving Supplier fifteen (15) days written notice of termination. Upon termination for convenience, Supplier will supply all goods, perform all work in connection with the Purchase Order, cease all work on the Purchase Order, and deliver materials therefor; and, in its best efforts to cancel existing orders and contracts. CVG will consider in good faith any document request by Supplier for reimbursement of costs incurred.

If Supplier fails to comply with any material terms of the Purchase Order, CVG may terminate the Purchase Order immediately. If the non-compliance relates to an obligation imposed by CVG, the non-compliance within ten (10) days of CVG's written notice of default, or if otherwise provided, CVG will consider in good faith any document request by Supplier for reimbursement of costs incurred.

24. PROPERTY RIGHTS: All tools, equipment, dies, jigs, drawings, software, equipment, software, trademarks, or other materials furnished by CVG or Supplier are the property of CVG. If not paid for by CVG and not returned to Supplier for the purpose of the Purchase Order, or are paid for by CVG and not returned to Supplier, CVG will have the right to enter the premises and take possession of the goods or services and other materials furnished by CVG in the absence of written notice of default.

25. CERTIFICATION: Supplier certifies that it is an independent contractor and not a partner with CVG for any purpose. Each party's services in the performance of the Purchase Order will be conducted at their own risk and cost, and neither party shall be liable to the other for any injury, death, or damage to persons or property arising out of the performance of the Purchase Order.

26. CONFIDENTIALITY: During the production of the goods or services, the confidentiality of the information provided by CVG will be maintained. CVG shall not be required to make payments to Supplier directly or on account of claims of Supplier's subcontractors for losses of anticipated profit, unabsorbed overhead, interest on capital, product development, or engineering costs and facilities, dismantlement, and other expenses incurred in the performance of the contract other than those referred to in the contract. CVG will determine the applicable limits of liability for each of the above-mentioned perils, and, in the event of a claim, CVG may make payments directly to the subcontractor.

27. PRINTED COPIES UNCONTROLLED: The information provided in this document is not controlled by CVG. Changes to the information in this document may be made at any time without notice. CVG is not responsible for any errors or omissions in this document. This document is provided for information purposes only and may not be used as a basis for decision making.

W.I. 7.4.3.1 Rev 10-12-17
Supplier Quality and Development Requirements Manual

Printed Copies Uncontrolled
Commercial Vehicle Group, Inc.

PURCHASE ORDER TERMS & CONDITIONS

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in confidence, and will not disclose to any third party, without the prior written consent of CVG, the specifications, drawings, information, or data furnished to Supplier by CVG (“CVG’s Confidential Information”), provided that Supplier may, during production, reveal CVG’s Confidential Information to selected employees of Supplier who have a need to know and who have the same obligation of confidentiality as does Supplier. Supplier and the selected employees (referred to above) will not use CVG’s Confidential Information for any purpose other than the production of the goods or services of Supplier. CVG. Upon completion of the production of the goods, the services, or the termination or cancellation of any Purchase Order, whatever occurs first, Supplier must return to CVG all documents (and all copies thereof) which contain all or any portion of CVG’s Confidential Information. The obligations under this paragraph will survive the cancellation, termination, or completion of the Purchase Order.

Any unsanctioned knowledge or information concerning Supplier’s goods, products, methods, or manufacturing processes which Supplier may disclose to CVG incidental to the manufacture of the goods or the performance of services covered by the Purchase Order will, unless specifically agreed to in writing, be deemed to be Supplier’s proprietary information and, as such, it will not be disclosed to third parties without the prior written consent of CVG. Supplier agrees to hold harmless CVG, its parent and their respective directors, officers, and employees from any violation of the Act by Supplier or any subcontractors below Supplier. All defined terms set forth in the Act apply to this paragraph.

WRITING AND REMEDIES: All rights and remedies of CVG are cumulative and do not exclude any remedies allowed by law. The failure by CVG to exercise or enforce any of the terms or conditions herein will not constitute or be deemed a waiver of CVG’s rights hereunder to enforce each and every other term contained herein. The failure by CVG to insist upon strict performance of any of the terms and provisions herein will not be deemed a waiver of any subsequent default in the terms or provisions herein. Waiver of any breach will not constitute waiver of any other breach.

ANTI-KICKBACK ACT: By accepting a Purchase Order, Supplier agrees to indemnify and hold harmless CVG and all subcontractors below Supplier in full compliance with the Anti-Kickback Act of 1986 and amendments thereto (the “Act”). Supplier further agrees to indemnify and hold harmless CVG, its parent and their respective directors, officers, and employees from any violation of the Act by Supplier or any subcontractors below Supplier. All defined terms set forth in the Act apply to this paragraph.

SERVABILITY: In the event that any provision in a Purchase Order is declared invalid or unenforceable to any extent, this provision shall remain in full force and effect as to all other provisions of the Purchase Order and as to all other related Purchase Orders.

AGREEMENT: Each Purchase Order together with the attachments, exhibits, or supplements specifically referenced in the Purchase Order, constitutes the entire agreement between CVG and Supplier with respect to the matter contained therein and supersedes all prior written or oral representations and agreements. The Purchase Order may only be modified by an order amendment or alteration specifically identified as such and entered into over the signature of CVG’s Purchasing VP.

These Terms & Conditions are subject to revision. Revised December 13, 2016. The most current revision can be found at http://www.cvgr.com/