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Support Document	SUPPLIER GUIDELINES	Approved By: V. Rodriguez Revised By: Renee Tuttle Released By: R. Tuttle Release Date: 7/16/2020



SUPPLIER GUIDELINES

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1.0 General Overview

This Supplier Guidance Manual along with the Supplier Agreement establish the basis for the working relationship between Mekra Lang North America (MLNA) and its suppliers. The receipt of the Supplier Agreement states that the supplier accepts the terms and conditions. Any changes to these terms must be submitted in written form and approved by appropriate MLNA management personnel. It is a key component of all purchase orders and contracts. Any changes to the terms and conditions in this manual must be documented in written form, and approved by the Purchasing Manager, Quality Manager, or a member of Executive Management. Interests and confidentiality of services, including process technology information, rendered shall be supported through signed confidentiality agreements between both parties. It is a goal of Mekra Lang to promote a mutually beneficial relationship that will lead to the support and promotion of Mekra Lang's Quality and Environmental policies.

Mekra Lang North America's Quality Policy is to:

- Provide products that meet customer specifications and applicable requirements
- Ensure our products meet all applicable safety and regulatory requirements
- Meet customer expectations for the right product, in the right quantity, on time
- Continuously identify risks and opportunities that impact our customers and/or business and mitigate or leverage them as appropriate

We must achieve this by:

- Establishing, maintaining and continually enhancing our Quality Management System in compliance with ISO 9001:2015 and IATF 16949:2016 to achieve business excellence
- Setting and reviewing quality goals and objectives on a regular cadence and taking appropriate action as required
- Continually developing our workforce and suppliers to understand and achieve our customer expectations
- Empowering our workforce to proactively contribute to the effectiveness of our Quality Management System and business excellence
- Applying risk and feasibility assessment tools to identify and mitigate risk and ensure business decision effectiveness
- Drive continuous improvement in our products, processes and business systems

1.1 Supplier Goals

In order to support Mekra Lang policies, suppliers must continually strive for progress within their own quality and environmental systems. Important goals for suppliers should include:

- Delivery of product quality that is conforming and aesthetically acceptable
- Delivery Precision and Flexibility (100% on time delivery)
- Continual improvements in cost reduction and process refinement (Six Sigma Methodology)
- Application of Constructive Input from Mekra Lang and Other Sources
- Integration of Beneficial Technologies and
- Minimization of Failures and Maximization of Reliability
- Quality System development and implementation for efficiency and effectiveness

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- Ability to meet all customer stated requirements
- Open Communication on issues that advance or detect product and process management
- Develop and maintain their own supplier base, requiring compliance and certification of QMS/EMS.

1.2 Quality and Environmental Requirements

Mekra Lang considers a vital requirement of supplier capability to include a functional and progressive Quality and Environmental Management system. During selection of suppliers, special consideration is given concerning the status of the supplier’s quality and environmental management systems.

1.2.1 Quality Management System Development

Per IATF 16949:2016 clause 8.4.2.3, MEKRA Lang North America is committed to working with our supplier base to develop, implement and improve their quality management systems (QMS). The following steps are required for achieving this requirement:

- Certification to ISO 9001 through third party audits by an accredited certification body;
- Certification to ISO 9001 with compliance to other customer-defined QMS requirements, such as VDA 6.3, through second-party audits by MLNA Supplier Quality team members;
- Certification to ISO 9001 with compliance to the IATF 16949 Minimum Automotive Quality Management System Requirements for Sub-Tier Suppliers (MAQMSR) through second-party audits by MLNA Supplier Quality team members;
- Certification to IATF 16949 through third party audits by an accredited certification body.

Suppliers are fully responsible for the quality, fit-form-function, safety and delivery of their product. Therefore, it is critical that suppliers develop and incorporate a quality management system according to their specific industry sectors. MEKRA Lang North America encourages its supplier base to develop its quality management system in accordance with known industry standards.

This clause applies to suppliers of the organization who are providers of production materials, production or service parts. Also included are providers of heat-treating, painting, plating or other finishing services. Indirect and service providers adding no manufacturing value are not included in this requirement (e.g., distributors, logistics, sequencers, packaging, tooling and equipment). It is the responsibility of the supplier to update MEKRA Lang North America on the status of QMS certification. Supplier quality management systems may be validated through qualified audits as follows:

- Third party certification by approved industry organizations (i.e., ANAB, IAOB)
- Audit results from second party automotive or trucking industry customers
- Mekra Lang supplier on-site audits to minimum automotive quality management system requirements (MAQMSR) per IATF 16949.

Note: Suppliers whose organizations provide calibration or laboratory services shall provide a system that is certified to ISO/IEC 17025 standards.

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1.2.2 Supplier Manual Responsibility

MEKRA Lang provides each supplier guidelines via electronic means. MEKRA Lang will notify suppliers electronically when changes take place. It is the responsibility of each supplier to monitor changes that affect the business of both companies.

2.0 Purchasing Control and Aspects

The Supplier Agreement, along with other necessary release orders and written agreements form the basis of the business agreement and acknowledgement of services rendered between Mekra Lang North America and its suppliers. The purchaser expressly intends that these, and only these terms and conditions shall exclusively govern this purchase request.

Suppliers are responsible for ensuring:

- Ability to receive and transmit orders electronically (Supply Web, EDI, ASN, etc.)
- The delivery of quality product throughout its lifetime (Zero nonconformances)
- Delivery Precision and Flexibility (100 % on time)
- All other contractual obligations
- On-site product / process verification at subcontractor premises as deemed necessary by customer

The seller shall keep strictly confidential the terms of this Supplier Agreements. This commitment prevents confusion, leading to a long term, mutually beneficial work relationship. Any deviation (including subcontracted work) to agreements by the supplier shall be in written form, and approved by appropriate Mekra Lang representatives. The handling of equipment leased to suppliers is maintained through agreement using the Equipment Lease Agreement (LM 246). The agreement assures ownership of items provided by Mekra Lang or its customers, and prevents confusion regarding tool and/or machinery responsibility. Any deviation to this agreement must be in written form, and signed by qualified Mekra Lang and supplier representatives.

2.1 Patents

Seller warrants that the sale or use of the goods and/or services covered by a purchase order does not infringe or contribute to the infringement of any patent, copyright, trademark, service mark or other intellectual property of any third party. Seller covenants that it shall defend, indemnify and hold harmless purchaser from and against every infringement suit in any country and any and all liability arising there from, including but not limited to attorney’s fees and court costs.

2.2 Tool & Equipment Conditions

All suppliers storing and/or utilizing tools and equipment used exclusively for Mekra Lang or its customers must submit a tooling report upon request. This requirement includes any tool(s) provided by Mekra Lang, and tool(s) provided by the supplier. Use of the MEKRA Lang form LM 255 (Appendix B) or other suitable method approved by the MLNA purchasing or quality manager should be utilized by the supplier to submit tool reports, including tool maintenance and tool condition updates. In the event that a tool must be moved for service or resourcing, the tool maintenance record is to

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be submitted. Tool making (using tags) shall be followed when requested. Tool maintenance not recorded properly is assumed to have been neglected.

2.3 Product Delivery

The supplier is responsible for delivery of product meeting part specifications, due dates and quantities. The supplier is required to monitor and track on time delivery (supplier and customer). Tracking data must be retained, and available upon request. Suppliers are required to assure delivered product is conforming prior to shipment.

2.4 Overdue, Under-shipment, and Over-shipment Procedures

Costs associated with past due, under and over shipments will be charged via debit based on MLNA supplier charge back process to the supplier. These costs may include expedited freight charges, customer fees, sorting fees, which are tracked by the supplier, and available upon request. Over shipments greater than 10% will be returned to the supplier at the supplier’s expense, or held under recommendation by Materials.

2.5 Special Shipments

A supplier’s first delivery must be marked on all pallets (or containers, as appropriate) on at least two sides as “First Production Delivery”. A supplier’s first delivery of a revised item must be marked on all pallets (or containers, as appropriate) on at least two sides as “New Revision Delivery”. This identification requirement applies to revisions made with or without part number alterations.

2.6 Packaging, Preservation and Identification

The supplier is responsible for adequate packaging of delivered items to protect all part properties. Care must be taken by the supplier to ensure preservation of part properties during storage and transit. This must include proper identification and labeling. Additionally, all product must be shipped to Mekra Lang on heat treated pallets. The pallets must have an ISPM 15 compliant mark indicating the pallet is heat treated and must be visible from a distance of several feet.

Labeling guidelines under standard industry practices, unless specified by customer. Knowledge of and implementation to industry standards (ie: AIAG, etc.), along with documentation should be present.

2.7 Packaging Responsibility

This requirement shall be included in the obligations of the Seller under the Supplier Agreement, unless otherwise clearly noted that the supply of packaging materials shall be provided by Mekra Lang. In cases in which the packaging materials are supplied by Mekra Lang, the supplier is responsible for evaluating and monitoring the packaging to ensure protection of all part properties during storage and transit. Suppliers should follow AIAG requirements as a default guideline.

2.8 Labeling

This information should be on at least two sides of the container, on adjacent corners in conformance to industry labeling practices. Suppliers are encouraged to develop bar code labeling techniques for product shipments. The print on the identification labels should be legible from 10 feet. Old labels should be removed from the containers. Containers shall

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be clearly identified with part numbers, description, supplier, tracking number, and P.O number. An example of the required label is included in Appendix A.

2.9 Security and Terrorism

It is the responsibility of the suppliers to guarantee the safe arrival of materials and products from either domestic or overseas sources. The Supplier is directed to establish policy and procedure to safeguard the control and management of such activities. The Supplier shall also establish certification to Customs Trade Partnership against Terrorism (C-TPAT).

3.0 Quality Control Requirements

The control and delivery of products to specifications is critical to the manufacturing of mirror systems. It will be the responsibility of the suppliers to provide products and services that are developed when the manufacturing and distribution process is in statistical control. Supplier shall comply with issues discussed in section one of this manual relevant to quality system development, implementation, and system management. Supplier shall promptly communicate to MEKRA Lang out of control events or processes, suggested product, subcontractor or service changes, initiate correction action, and notify purchasing and/or the quality manager in writing prior to shipment.

3.1 Quality and Environmental Document Requirements

Suppliers to MEKRA Lang shall provide products or services that meet the following requirements:

- Advanced Product Quality Planning (APQP) documentation that has been developed and implemented.
- Process controls able to maintain consistent performance to meet all PPAP and Engineering specifications.
- Provide PPAP documentation to customer drawings at a level indicated on LM 382 (Part Submission Warrant) form for all products
- Any parts delivered under deviation from any of the requirements stated in this guideline will still be subject to warranty and product quality requirements
- Development and implementation of FMEAs and Control Plans for all products delivered.
- Development and implementation of process flow diagrams for process related to products delivered.
- Ability to retrieve and submit pertinent documents and data within 24 hours to support products or processes provided.
- Copy of Quality Management System (QMS) certification, where applicable.
- Seller shall promptly furnish Mekra Lang an accurate and complete North American Free Trade Agreement Certificate of Origin and/or any other applicable country of origin certificate or declaration of origin certificate along with supporting documentation in accordance with applicable laws and regulations prior to fulfillment of the first Release Order. Seller agrees to indemnify Mekra Lang and/or its customers against all loss resulting directly or indirectly from the Seller's delay in furnishing such certificates to Mekra Lang and from incorrect information therein furnished by the Seller.

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- Seller shall promptly furnish Mekra Lang an accurate and complete International Material Data System (IMDS) and NAFTA Certificate in accordance with applicable laws and regulations prior to fulfillment of the first Release Order. Seller agrees to indemnify Mekra Lang and/or its customers against loss resulting directly or indirectly from the Seller's delay in furnishing such certificates to Mekra Lang and from incorrect information therein furnished by the Seller.

3.2 Engineering Design Responsibility

All suppliers are responsible for product specifications and requirements as communicated by Mekra Lang. If the supplier is not informed of the application of the part, it is not responsible for design application responsibility. If the project granted to a supplier entails design responsibility or input, the supplier is responsible for all information submitted. In addition, Suppliers are responsible for suggesting precautionary measures and/or part and process modifications to prevent failures.

3.3 Process Capability Requirements

It is the intent that all suppliers provide products and services from a process that is operating in control, proven through statistical means. The organization shall use the PPAP/APQP requirements to verify purchased products all applicable quality and design specifications. Purchased parts are to also be verified in accordance with Customer and MLNA Engineering specifications (when applicable).

3.4 Nonconforming Material Requirements

The supplier shall take full responsibility for the quality of delivered products and services. All nonconforming material concerns shall be given priority in resolving issues, including visits to customer site to address any concerns. If deemed necessary by MLNA, the supplier must be prepared to make the following provisions:

- Use All Available Resources to Determine the Cause of Failure
- Define and Implement Effective Corrective or Preventive Action
- Halt Production and/or Delivery or potential delivery of identified product
- Support the product or service through sorting, customer visits, and end user visits related to issue

As part of the nonconforming material process, MLNA may perform an evaluation of supplied products or services in order to support internal production scheduling, including sorting, rework or replacement at customer's site. All related costs shall be forwarded to the supplier in accordance with the problem notification and charge back process (Appendix C). MLNA will take precautions as possible to limit associated costs.

If the situation does not require immediate sorting and evaluation by MLNA to support internal production scheduling, suppliers will be given the option to provide sorting resources or authorize MLNA to sort, at which time an estimate of rework costs will be determined. Supplier's failure to respond within five (5) business days with an RMA# and a decision regarding disposition of rejected material constitutes agreement by the supplier for MLNA to scrap the rejected material on site and process the debit as reported via LM 374-2.

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APPENDIX A: Label Example

PART NO. (P) 0204212030BKC15		LEFT HAND ABS CABLE BRACKET	
QUANTITY (Q) 99999		LOT NO. (1T) 1234567890	
SUPPLIER (V) 49810A		PURCHASE ORDER NO. (K) 5500004190	
SERIAL (S) 123456789		MFG. DATE 10-17-02	ENG. LEVEL (2P) 12
EXP. DATE 10-19-02			
Supplier Name, Street Address, City, State Zip Country			

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APPENDIX B: SUPPLIER TOOL STATUS REPORT

Name		Contact Ph. #			
Company			Address		
Tool Description			Date Acquired		
Tool Type	Tool Mat'l		Machine Size	Cavity No.	
Serial #			Tool Owner	<input type="checkbox"/> Mekra Lang <input type="checkbox"/> Supplier <input type="checkbox"/> Other _____	
Part Numbers Produced by Tool					
Total Number of Parts Produced by Tool				As of Date	
Total # of Parts Produced by Current Supplier				As of Date	
Annual Usage		Location of tool		Tool Cost \$	
Major Repair Done				Date	
PROJECTIONS FOR SCHEDULED TOOL MAINTENANCE WITHIN THE NEXT 12 MONTHS					
Description				Due Date	Cost
Projected Total Life of Tool		Total # Shots		End-of-Life Date	
Estimated Tool Replacement Cost \$			Tool Replacement Lead Time		
Signature		Title		Date	
Please Provide General Summary of Tool, including Use and Observations:					
<input type="checkbox"/> Current Routine Preventive Maintenance Description Attached (Required)					

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APPENDIX C: NONCONFORMING MATERIAL REPORT (NCRM)

 <p>FORM</p>	<p>PROBLEM NOTIFICATION NONCONFORMING MATERIAL REPORT (NCRM)</p>	<p>LM 374-1 Rev 12 Approved by: Victor Rodriguez Created By: Andreas Schulz Released by: Renee Tuttle Release Date: 7/15/2020</p>										
<p>ISSUE DATE: _____ REPORTED BY: _____ SUPPLIER NAME: _____ REPORTED TO: _____</p>		<p>NCRM #: _____ EMAIL ADDRESS/PHONE #: _____ EMAIL ADDRESS/PHONE #: _____</p>										
<p>PROBLEM DESCRIPTION</p>												
<p>PART NUMBER: _____</p>	<p>PART DESCRIPTION: _____</p>											
<p>PROBLEM DESCRIPTION: _____</p>												
<p>PROBLEM DETECTED AT: INCOMING INSPECTION: <input type="checkbox"/> ASSEMBLY LINE: <input type="checkbox"/> CUSTOMER: <input type="checkbox"/> WARRANTY: <input type="checkbox"/></p>												
<table border="1"> <thead> <tr> <th colspan="2">Inspection Result</th> </tr> <tr> <th>Item</th> <th>Quantity</th> </tr> </thead> <tbody> <tr> <td>Received</td> <td></td> </tr> <tr> <td>Rejected</td> <td></td> </tr> <tr> <td>PPM</td> <td>#DIV/0!</td> </tr> </tbody> </table>			Inspection Result		Item	Quantity	Received		Rejected		PPM	#DIV/0!
Inspection Result												
Item	Quantity											
Received												
Rejected												
PPM	#DIV/0!											
<p>PRODUCT TRACEABILITY (IF AVAILABLE)</p>	<p>PICTURES / DRAWINGS / REFERENCE</p>											
<p>ACTIONS REQUESTED OF SUPPLIER:</p>												
<p>CONTAINMENT ACTION: <input type="checkbox"/> RETURN MATERIAL AUTHORIZATION: <input type="checkbox"/> 8D CORRECTIVE ACTION: <input type="checkbox"/> CLEAN POINT: _____ RMA #: _____ CAR #: _____</p>												
<p>CORRECTIVE ACTION DETAILS / INFORMATION:</p>												
<p>Explain Activities Performed</p>	<p>Clean Point Information</p>	<p>Picture (Ex. Certification Mark)</p>										
<p>Responsible / Date</p>												

