

SUPPLIER REQUIREMENTS MANUAL

“The Woodbridge Group”, “Woodbridge” and “WFC” refer to Woodbridge Foam Corporation and all its affiliated and related entities, partnerships and subsidiaries.

Section	Rev. Date	Revision Description
Above	7-29-08	Revised Woodbridge affiliates and related entities
Multiple	7-29-08	
Multiple	8-10-09	
4.0	9-30-09	Corrected reference to Correction Factor Approval form.
Multiple	1-27-10	Content changes are in blue
Multiple	7/27/10	Content changes are in blue
13	12/16/10	Changed Sample Material labeling and identification requirements.
7.1	5/11/11	Clarifies requirement that material remain viable throughout the production cycle for the end product, unless prior agreement is reached with Woodbridge Purchasing.
7.0	2/1/12	Added requirement for all suppliers to submit one kaizen monthly.
Multiple	1/29/15	Updated List of Woodbridge sites, content changes are in blue
	10/13/15	Renumbered per new protocol.
12.2	11/9/15	Made adjustments to the service terms.
1.0	4/12/16	Added requirement for compliance to ISO 9001:2015 and ISO/TS 16949:2015.
5.0	4/12/16	Added requirements to the Certificates of Analysis provided by chemical suppliers.
7.3	4/12/16	Added lot traceability requirements for supplied materials.
9.0	4/12/16	Added potential for chargeback related to warranty issues tied to products provided.
Multiple	9/20/17	Updated to match IATF 16949 and ISO 9001:2015 requirements and added new locations. Removed requirement for suppliers to do monthly Kaizens. Added requirement to provide 2D labels upon request.
Multiple	11/14/17	Added additional requirements to meet IATF 16949 requirements.
Multiple	1/2/2019	Updated requirements to meet IATF 16949 requirements and standards.

1.0 MANAGEMENT MESSAGE:

Woodbridge recognizes the **Global IATF 16949, ISO 9001:2015** and ISO14001 Standards and other Customer requirements as they apply to automotive production and relevant service part organizations. Accordingly, all Woodbridge production suppliers are required to establish documents and implement effective production, quality and management systems compliant with these requirements, including those specified by the customer. This manual reinforces the Woodbridge Purchase Order Terms and Conditions and identifies Woodbridge’s customer specific requirements. **ISO 9001:2015** registration at a minimum is applicable to all supplier manufacturing sites and includes production parts, service parts and production materials as well as assemblers of production parts that are supplying Woodbridge plants. Specially designated small suppliers lacking resources to implement **IATF 16949 or ISO 9001:2015** fully may have certain elements waived by Woodbridge. Woodbridge SQA or Purchasing may be contacted to obtain the written criteria for granting this waiver. Suppliers are strongly encouraged to become registered to **IATF 16949** and ISO 14001.

Woodbridge reserves the right to verify supplier compliance to ISO 9001:2015, IATF 16949, or ISO 14001 on-site for those suppliers identified as having a high impact to safety, fit, form, function, quality and or customer down-time. Any Woodbridge personnel or Woodbridge Customer reserves the right to visit the supplier’s manufacturing site to verify quality of purchased products and review supporting documentation. Preapproval through Corporate Supplier Quality or Corporate Purchasing is required prior to a supplier visit. The supplier visit may include a review of competency of personnel at the supplier to meet the defined requirements.

NOTE: Additional Woodbridge site(s) or Business Units (s) may mandate additional requirements on their Purchase Order or other written supply agreements.

SUPPLIER REQUIREMENTS MANUAL

REGISTRATION REQUIREMENTS:

Raw material/chemical suppliers:

- 3rd party registered to ISO9001:2015.

Component/service parts suppliers currently not certified:

- 3rd party registered to ISO9001:2015.
- Compliant to IATF 16949.

Component/service parts suppliers currently certified to ISO9001:2008, VDA6.1 or EAQF or AVSQ:

- Compliant to IATF 16949.
- 3rd party registered to ISO 9001:2015 (IATF 16949 is preferred)

CERTIFICATE MAINTENANCE:

- Whenever a supplier receives a quality standard certification for the first time or for renewal, a copy of the certification must be sent to the Woodbridge Corporate Supplier Quality Department in Troy, MI.
- If certification is rescinded, the supplier must notify the Corporate Supplier Quality Department in writing within five business days. Certificates or notice of rescinded certificates can be emailed to Troy_SQA@woodbridgegroup.com.

2.0 ADVANCED PRODUCT QUALITY PLANNING (APQP):

All suppliers are required to produce advanced quality plans to support the development of new products and/or services, in accordance with the guidelines in the AIAG *Advanced Product Quality Planning and Control Plan (APQP)* manual.

- All suppliers are required to report the status of plan activities on a regular basis.
- All suppliers are required to utilize the Woodbridge prescribed APQP format when indicated.
- All suppliers are required to participate in the Woodbridge APQP process, as requested.
- Suppliers are to provide updated Supplier Team Feasibility Forms within seven days of request.
- Failure to provide the Supplier Team Feasibility Form in a timely basis may impact supplier score card

3.0 NEW PRODUCT/PROCESS LAUNCH READINESS MEASURES:

Woodbridge Corporate Purchasing and Corporate Supplier Quality monitor and manage selected suppliers from new product release through the start of production. New product/process launch readiness measures are implemented to ensure that suppliers are able to produce in accordance with the requirements of the Purchase Order. Suppliers are mandated to be on Pre-launch Production Containment for a minimum of 90 days past SOP, or for the prescribed interval set forth by Woodbridge. Suppliers must obtain written approval from Corporate Supplier Quality to exit launch containment.

3.1 SUPPLIER RISK ASSESSMENT:

Woodbridge Corporate Purchasing and Corporate Supplier Quality will conduct Supplier Risk Assessments to determine which supplier's products are to be identified as "key suppliers" and will be tracked by Corporate Supplier Quality.

This shall include all suppliers of raw materials, components, services and packaging that may impact the quality of Woodbridge finished products, or our ability to meet Customer Specific Requirements.

SUPPLIER REQUIREMENTS MANUAL

Criteria included but are not limited to:

- Product / process complexity
- Past product / process concerns
- Impact on final product
- Past warranty concerns
- New product / process for supplier
- Mergers, Acquisitions or Affiliations associated with a Supplier
- New product / complexity for Woodbridge
- Supplier launch history
- New supplier production location
- New supplier
- Product environmental impact

3.2 COMPONENT REVIEW MEETING:

- Component review meetings may be held with selected suppliers to identify key product/process characteristics that must be statistically monitored to ensure stability.
- Component review meetings, and/or receiving site input, will determine packaging and labeling requirements. Shipping trials must be conducted to evaluate the ability of the packaging to preserve product quality.
- The component review meeting shall clarify the countries of shipment of purchased products, processes and services, the country of receipt, and the country of end use of the purchased products, processes and services. It is the responsibility of the supplier to meet all applicable legislative and regulatory requirements for each of these countries. Compliance to these requirements must be auditable by Woodbridge. Should Woodbridge's customer have designated special controls for products with legislative and/or regulatory requirements, the supplier shall ensure that they are implemented and maintained. It is the responsibility of the suppliers to ensure that these requirements are cascaded down throughout the supply chain.

3.3 SUPPLIER DOCUMENT/PROCESS REVIEW:

- The Supplier Document / Process Review documents the progress of the supplier's product quality plan.
- Corporate Supplier Quality audits selected supplier's documentation and manufacturing site, and monitors the supplier's progress in closing any open issues.

3.4 PRODUCTION TRIAL RUN:

- All suppliers are required to perform a Production Trial Run (Run at Rate) prior to launch. A Production Trial Run is performed to verify that a supplier's actual production process is able to meet program volumes at an acceptable quality level. This Production Trial Run shall be performed by the supplier and included with the PPAP and/or APQP documentation, if requested by the using plant and/or SQA.
- The supplier's process must be able to produce 120% of the quoted volume with production tools and equipment, with normal plant manning, and in the quoted work patterns.
- The SQA group may perform on site Production Trial Runs when indicated. Circumstances that may lead to SQA Production Trial Runs include: new supplier to Woodbridge, new process to a current supplier, location shift from one site to another, for complex components, upgraded tooling, increased production requirements and/or previous history with the supplier or the component. When necessary, Supplier Quality Assurance will schedule the on site Production Trial Run with the supplier's Senior Site Manager. Purchasing shall be contacted in case they wish to send a representative as well.
- A complete Process Sign-Off (PSO) may be performed in conjunction with the Production Trial Run. A PSO will be performed when required by a Customer, when the program is high risk to Woodbridge, if

SUPPLIER REQUIREMENTS MANUAL

the supplier has been deemed high risk on the program or when initial sample parts indicate potential manufacturing issues. In addition, a PSO will be performed when the supplier is new to Woodbridge, for complex components, when the process is new to the supplier, if a location shift is made in the production facility or if previous history with the supplier and/or component warrants it.

3.5 LAUNCH SUPPORT:

- During any program launch at a Woodbridge or Woodbridge Customer production facility, selected suppliers may be required to provide on-site representation at Woodbridge, and/or the final customer if requested.
- The supplier's launch support representative(s) must be knowledgeable, capable and empowered to make decisions.
- When launch support is requested, the representative must stay in place until released by Woodbridge.

4.0 PRODUCTION PART APPROVAL PROCESS:

Suppliers are required to submit and obtain full approval from Woodbridge per the latest requirements of the *AIAG Production Part Approval Process (PPAP) Manual*.

- Sample submissions are to be Level 3 unless otherwise specified.
- PPAP documents are to be submitted to Supplier Quality Assurance in Troy MI in compliance to the PPAP Checklist located on www.woodbridgegroup.com for approval. PPAP documentation must be provided in the latest revision of the AIAG PPAP forms.
- Electronic prints utilized for PPAP submission must be sent in .pdf. format.
- Six (6) certified samples (per tool/cavity) with the dimensional report are to be submitted to each using facility for a fit and function approval, unless otherwise waived by Woodbridge. In addition, boundary samples shall be retained by the supplier.
- Supplier PPAP documentation must be no more than Twelve months old. PPAPs over Twelve months old are to be updated upon request by Woodbridge, regardless of the supplier's business relationship with Woodbridge's Customer. Material certifications provided with the PPAP package shall be less than Twelve months old, unless specifically waived by Woodbridge SQA.
- Suppliers must provide evidence of materials, substances, and recyclability data submission (IMDS) with every PPAP submission. PPAP approvals will not be granted for packages that do not contain this information.
- Suppliers are responsible for cascading these requirements and collecting data from their respective sub-suppliers.
- Conflict Minerals affidavits are to be included with the PPAP package. Should it not be included, the supplier shall provide Conflict Minerals information within three days of a request for Conflict Minerals as required.
- The supplier of an incorrect IMDS shall be responsible for any and all costs related to the inaccurate submission, including any warranty from the end use customer due to the use of prohibited and restricted materials, the cost of any testing or re-validation needed for parts/seats containing Passenger Occupation Detection Sensors (PODS), or any additional validation testing that may be required.
- Annual layouts and material testing are required to verify continuing conformance using certified gages and/or equipment. This data is to be kept on file at the supplier location and made available to Woodbridge personnel within the same business day.

SUPPLIER REQUIREMENTS MANUAL

- If requested by Woodbridge, or Woodbridge's customer, the supplier shall furnish a complete submission, on a yearly basis. At minimum, each supplier shall provide a new warrant, new dimensional certification, and new material certifications as a yearly validation, upon request from Woodbridge SQA or the receiving plant. This shall be provided within seven days of the request.
- All PPAP documentation, including material certifications and pertinent test data, must be submitted in English. Any translation costs required will be billed back to the supplier, and a PCN issued to cover the translation costs and any pertinent administration fees.
- Upon expiration of the second interim approval, Woodbridge may issue a PCN to the supplier, with a \$150.00 administration fee for processing the late submission, unless extenuating circumstances exist.
- Woodbridge owned tooling must have an asset tag attached, showing "Property of the Woodbridge Group". Verification of this should be provided by pictures of the asset tags included with the PPAP package.
- Sub-suppliers who are providing material to Woodbridge that will be sold as finished goods by Woodbridge to end use customers shall meet all PPAP requirements that Woodbridge must meet with the end use customer. The sub-supplier shall maintain the Woodbridge control plan requirements, and document test data as indicated.

4.1 CHEMICAL SUPPLIERS:

Chemical suppliers are to submit technical information to the Technology Service Group and samples to the Technology Group and /or the Corporate Research and Development Group as requested.

4.2 PRODUCT / PROCESS CHANGES:

- Woodbridge Corporate Purchasing, Corporate Supplier Quality and all receiving facilities must approve all changes to product and/or process in advance. Suppliers who make changes based only on receiving plant approval, will be liable for all warranty costs, and rejection costs incurred at Woodbridge and their customers. All changes must have PPAP approval prior to implementation.
- Samples may be required for review and to evaluate potential impact on Woodbridge's manufacturing processes.
- Level 3 PPAP Submission approval is required unless specifically waived in writing by Corporate Supplier Quality.
- The supplier requesting the change shall be responsible for all validation costs incurred by Woodbridge, including PPAP costs should Woodbridge have to redo their submissions to the final customer. The supplier will also be responsible for any downstream validations at customer sites.

4.3 PRODUCTION LOCATION CHANGES:

- All production location changes to product and/or process must be requested and approved in writing in advance by Woodbridge Corporate Purchasing and Corporate Supplier Quality.
- Woodbridge Corporate Purchasing and Corporate Supplier Quality will facilitate the development of the tool/process move plan with input from the receiving Woodbridge Plant and the Supplier.
- Purchasing and or SQA will advise Corporate Governance to advise on customer requirements per IATF 16949 requirements. The tool/process move plan must be submitted to, and approved in writing by, Corporate Purchasing and or SQA.
- The tool/process move plan must include the requirements of a production bank if necessary to ensure Woodbridge's production and service requirements are not affected. Woodbridge Materials will establish the requirements for this production bank, and on site confirmation of the bank may be

SUPPLIER REQUIREMENTS MANUAL

required before the move can occur.

- Level 3 PPAP submission and approval is required as defined in the latest AIAG PPAP manual prior to the shipment of production material from the new location.

4.4 EXTERNAL PRODUCTION SUPPLIER EXTENDED SHUTDOWN/START-UP AUDIT:

- Woodbridge Corporate Purchasing and ALL receiving Woodbridge facilities must be notified in writing a minimum of 30 business days prior to an extended production shutdown.
- The supplier may be required to submit to Corporate Purchasing a completed Shutdown/Start-Up Audit document located on www.woodbridgegroup.com.
- Examples of extended shutdown/start-up periods include customer changeover, scheduled preventative maintenance for tooling, machinery or processes or the anticipation of a work stoppage due to Union Contract Negotiations.
- Extended shutdown period is determined by any additional work stoppage beyond normal plant standard working operation, WFC must notified in writing.

4.5 CQI-9 Heat-Treat System Assessment

For all applicable components, it is a requirement that suppliers use heat-treat sub-suppliers who comply with the CQI-9 Heat-Treat System Assessment, or are in compliance themselves, should a requirement for heat treatment be specified. Suppliers must ensure that they or their sub-supplier complete the survey, meet the minimum requirements of the standard, and maintain their compliance. A copy of the finished survey shall be included in the PPAP package. The Assessment can be found at www.aiag.org.

4.6 CQI-11 Plating System Assessments

For all applicable components, it is a requirement that suppliers use plating sub-suppliers who comply with the CQI-11 Plating System Assessment, or are in compliance themselves. Suppliers must ensure they, or their sub-supplier, complete the survey, meet the minimum requirements of the standard, and maintain compliance. Plating processes affected by this requirement include, but are not limited to:

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

4.7 CQI-12 Coating System Assessments

For all applicable components, it is a requirement that suppliers use coating sub-suppliers who comply with the CQI-12 Coating System Assessment or are in compliance themselves. Suppliers must ensure they, or their sub-supplier, complete the survey; meet the minimum requirements of the standard, and maintain their compliance. Coating processes affected by this requirement include, but are not limited to:

- Aqueous cleaning
- Mechanical cleaning
- Phospating

SUPPLIER REQUIREMENTS MANUAL

- Powder coating
- Electrocoat
- Spray
- Dip/spin
- Autophoretic
- Convective cure

5.0 CHEMICAL CERTIFICATES OF ANALYSIS (COA)

Chemical suppliers are required to supply COA's for each shipment of product.

- The COA must be faxed, or emailed, to the receiving facility to be reviewed prior to offloading of material.
- Upon request, copies of this documentation must be made available for Woodbridge Corporate personnel review.
- Items to be tracked on the certificate of analysis must be agreed upon with Woodbridge Corporate Purchasing and the Woodbridge Technical Services Group at the receipt of a purchase order. The items outlined on the certificate analysis must include the tolerance band for each specification outlined. No changes may be made to this certificate of analysis without written consent from Woodbridge Corporate Purchasing.
- Items listed on the agreed upon certificate of analysis will be considered as the acceptance criteria to be used for the acceptability of that product.
- Lot tracking information must be submitted to the Corporate Chemical Applications Group upon request for all chemicals worldwide.
- 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.

6.0 CONTAINMENT POLICY:

All suppliers are required to have a containment process to provide additional verification – outside normal processes, prior to shipment. The process must include identifying containment actions, isolating concerns, data collection and implementing corrective actions.

- A “green” dot sticker must be placed near each container label, signed by the Plant Manager or a management designee to indicate the product has been inspected/tested to be 100% defect free.
- Exit criteria will be determined on an individual basis by the Woodbridge production facility or Woodbridge Corporate Purchasing or Supplier Quality Assurance (SQA)

6.1 EARLY PRODUCTION CONTAINMENT (i.e. GP-12) (aka EPC Containment):

Containment is required for new production start-up, which may also include, engineering changes to contain any failure modes due to the learning curve of new start-ups. Reference www.woodbridgegroup.com for information on GP-12 procedures.

6.2 CONTROLLED SHIPPING 1 (CS1) (aka Level 1 Containment):

Level I containment requires the supplier to implement extraordinary inspection of product to contain a specific failure. This containment is to occur past normal End of Line Inspection, and should be past

SUPPLIER REQUIREMENTS MANUAL

labeling and packaging. The objective is to determine which material defects were not caught in the normal manufacturing flow. Containment actions must verify that requirements are met and be approved by the Woodbridge production facility. Once assigned, the supplier cannot exit this containment without written authorization from Woodbridge.

6.3 CONTROLLED SHIPPING 2 (CS2) (aka Level 2 Containment):

Level II containment requires the supplier to use an independent third party approved by Woodbridge Corporate Supplier Quality and/or plant to inspect product prior to release for shipment to the Woodbridge production facility. CS2 containment is initiated once the supplier fails to contain non-conforming product within his or her own facility. It is important to note, that this entails the supplier having normal end of line inspection, continuing their CS 1 level of inspection, and then **an additional level of inspection**. Woodbridge has the right to require third party inspection to be conducted offsite. Once assigned, the supplier cannot exit this containment without written authorization from Woodbridge.

7.0 SUPPLIER PERFORMANCE AND REPORTING:

Woodbridge evaluates direct production material suppliers based on the following criteria:

- Rejected Parts per Million (RPPM)
- Product Complaint Notices (PCN)
- Delivery and shipping discrepancies
- Performance information is used to prioritize opportunities for improvement within the Woodbridge supply base through the Supplier Performance System (SPS). It is used to communicate performance to our suppliers and is also used to evaluate future Woodbridge sourcing opportunities. The SPS can be found on www.woodbridgegroup.com. A password can be obtained from the Woodbridge Corporate Quality Department for current suppliers.
- All changes in a supplier's manufacturing "address/remit to" information, etc. must be communicated in writing to Corporate Purchasing who will notify the Woodbridge manufacturing site(s) of record changes.
- **Suppliers may submit kaizen ideas, at their discretion, to the SQA group in Troy, Michigan.**
- Service (including Environmental Reporting)
- Competitiveness

7.1 PRODUCT COMPLAINT NOTICE (PCN)

- The supplier shall be debited for any/all product failure costs determined to be the responsibility of the supplier, regardless if failure occurred prior to or after shipment to the end/final customer. Product, logistical and service nonconformances/complaints will be reported through the use of a PCN. This form will also be used to inform the supplier of the request for written corrective and preventive action.
- Upon the receipt of a PCN, the supplier will provide authorization for disposition **within 24 hours**. Failure to make disposition within 24 hours, will empower the Woodbridge site to make disposition at the suppliers' cost. All materials returned, reworked, scrapped will be counted against the suppliers' Rejects Parts/Kilograms Per Million (RPPM)
- If a supplier does not agree with the PCN charges, an appeal can be made to the Corporate Purchasing or Corporate Supplier Quality Departments.
- If shipment of nonconforming or suspected nonconforming product has been detected by the supplier and is in transit or has been delivered to Woodbridge, the supplier must immediately notify, by phone, the Quality or Materials Department at each Woodbridge receiving location.

SUPPLIER REQUIREMENTS MANUAL

- Corrective Action must be reported on the form required **within 24 hours** and include at a minimum interim containment actions. Updates must be submitted every five business days until closure.
- There will be no time limit for rejection of production materials. Components and/or raw materials shall remain viable for use throughout the life of a program, regardless of when they were purchased, unless a shelf life period is assigned and agreed to with Woodbridge Purchasing, prior to a written purchase order being given for the materials. Any material that is found to be discrepant at time of use will be returned to the supplier, through the issuance of a PCN.

7.2 REJECTED MATERIALS:

- The supplier shall adjust CUM shipped downward, upon receipt of a PCN documenting rejected material. The supplier must immediately replace rejected material regardless of total CUM shipped.
- Woodbridge will determine freight method while minimizing cost to the supplier, but will ensure that the end customer does not suffer material shortages. The supplier will get shipping instructions from Woodbridge Materials department to replace rejected material. This will be based on customer coverage.

7.3 LOT TRACEABILITY

- The supplier is required to maintain a formal lot traceability system, that can identify the status of each individual container of product shipped to the Woodbridge Group. At minimum, the supplier shall be able to trace:
 - Date the lot was produced.
 - Time and shift the lot was produced.
 - Time the lot was shipped to Woodbridge.
 - Raw material traceability for raw materials used to produce the product.
- This material must be kept on file, and available to Woodbridge for further review for the life of the program.

8.0 INCOMING QUALITY MEETINGS:

Woodbridge may conduct QIP (Quality Improvement Process) meetings for top problem suppliers who are required to attend and present containment/corrective actions. Top problem suppliers are identified based on the following:

- Performance History/ Repetition of Issues
- Responsiveness to Concerns
- Warranty Issues
- Issue Severity
- Secondary audits
- Third party audit results
- Receiving plant feedback

9.0 COST RECOVERY POLICY:

Suppliers are liable for all costs incurred by Woodbridge and end use customers when the cause is the supplier's responsibility and are outlined below:

- **ALL SUPPLIERS** – Charges to suppliers will be either in USD on local rates of the affected Woodbridge manufacturing location.

SUPPLIER REQUIREMENTS MANUAL

- **ADMINISTRATIVE CHARGE** - Each Product Complaint Notice (PCN) has an administrative charge of \$150 (US) covering the collection of data and documentation of the quality incident/spill, the fee may include any customer charges issued to Woodbridge related to the supplier's product. Administration fees will be doubled for each containment break on any product on CS1 or CS2 controlled shipping.
- **OTHER CHARGES** - the following types of charges will be calculated on the actual time and costs incurred for the associated action:

EXAMPLES OF COSTS THAT CAN BE CHARGED BACK TO THE SUPPLIER:

- Rework/Repair/Scrap Supplier Fault
- Dispositioning of Supplier Fault Scrap
- Premium Freight Costs including Air Charter if Required
- Overtime to Avoid Production Interruption
- Production Down Time for Woodbridge and its End Customer
- Sorting of Suspect Material In-House, at Customer Location or Third Party and Contractor Costs
- On-line Containment
- Tear-Down (Minor, Major, and Complete) and Outside Lab Testing
- Customer Returns Including Hourly Charges, Transportation and On-Site Inspection Services
- Customer warranty charges directly tied to the suppliers products.
- Meeting Customer Environmental Reporting and Documentation Requirements
- Receiving Inspection, Material Handling and Freight Associated with Scrap and Replacement Material
- Transportation Waiting Charges, trailer storage charges

10.0 ISO 14001 AND OTHER ENVIRONMENTAL REQUIREMENTS:

All Woodbridge suppliers must have an effective environmental management program in place. Third party Registration to ISO 14001 may be required.

10.1 OTHER ENVIRONMENTAL REQUIREMENTS:

- All Woodbridge suppliers must work proactively with Woodbridge to reduce the environmental footprint of Woodbridge's products by complying with the environmental requirements of our customers.
- Materials, substances, recyclability, life cycle assessment (LCA) data, etc. are to be reported according to legal requirements and/or those from Woodbridge's customers.
- Suppliers are wholly responsible to ensure that no GADSL prohibited substances are used in the components provided to Woodbridge.
- Conflict Minerals affidavits are to be included with the PPAP package. Should it not be included, the supplier shall provide Conflict Minerals information within three days of a request for Conflict Minerals as required.
- Suppliers are responsible to ensure that no banned substances are used in their products, per the legislative and/or regulatory requirements for the country of origin, and any country where the parts may be used (i.e. The Canadian ban on BNST for March 15, 2015. This would apply to any parts produced in Canada, or produced in North American that may be exported to Canada).

11.0 ELECTRONIC DATA INTERCHANGE (EDI):

All suppliers supplying production parts, assemblies, components and production materials to

SUPPLIER REQUIREMENTS MANUAL

Woodbridge plants are required to have EDI capabilities. For additional information on EDI, contact the Woodbridge IT department in Mississauga Ontario. Certain exceptions may apply

- The supplier shall be able to receive EDI releases and send ASN's with each shipment.

12.0 CONTRACT REVIEW:

Service Parts, Pricing and Support Pricing and delivery of service parts must comply with OEM and or WFC requirements and authorizations.

12.1 BUILD OUT/OBSOLESCENCE:

- The supplier shall have detailed procedures in place defining the responsibilities and methods to be used in Materials to manage build outs and engineering changes to minimize obsolescence.
- Woodbridge shall be responsible to purchase raw material and finished goods that the supplier has been authorized to purchase and produce, according to the Material and Fabrication Authorizations. The supplier shall have fifteen days from the end of production to file the obsolescence claim with Woodbridge, unless otherwise indicated by the OEM terms for the final obsolescence claim. The supplier shall submit their claim a minimum of three days prior to the WFC customer deadline, in order that Woodbridge have the necessary time to validate the claim and verify the totals prior to submission of the claim to the WFC customer. It is the responsibility of the supplier to verify the obsolescence claim terms with the appropriate person in Woodbridge Materials, to ensure that their claim is submitted within the appropriate timelines for payment.
- Woodbridge Materials Group, and/or their appointed representatives, may audit the obsolete material at the supplier, to validate the claim. This material must be put in an area that allows complete access to all containers, so that it can be readily counted. Failure to make the material available for count may negate the supplier's obsolescence claim.
- The supplier shall receive payment for the obsolescence claim, once Woodbridge has received payment from the end customer.

12.2 SERVICE PARTS, PRICING AND SUPPORT:

Service requirements are as follows:

- Service parts must be supplied at production pricing with no additional set-up charges for a period of 5 years after final production build out. Thereafter, parts must be supplied at agreed to pricing, for a minimum of fifteen years. The supplier shall be responsible for service for the interval established by the OEM to the Tier One and/or Woodbridge, should that exceed the fifteen-year time frame. The supplier shall maintain all PPAP data regarding parts, until the service part interval plus one year has passed.
- An updated IMDS submission may be required for service parts, if requested by the end use customer.
- All suppliers to Woodbridge are required to supply parts for past model service in five (5) weeks or less from receipt of purchase order.
- The production supplier must accept service life responsibility including, but not limited to, maintenance and storage of tooling, process control plans, operator instructions, warranties, etc., for the running of all service parts. The production supplier may be responsible to PPAP service parts if required by the final customer, or if non-production tooling is used to provide the service material.
- Upon completion of the required service term, a request must be made through Corporate Purchasing to obtain authorization to dispose of tooling from the OEM. The supplier will be responsible for all

SUPPLIER REQUIREMENTS MANUAL

storage costs pending resolution with the OEM. Under no circumstances is tooling to be destroyed or disposed of prior to **documented** OEM authorization.

13.0 HANDLING, STORAGE, PACKAGING, PRESERVATION AND DELIVERY:

13.1 PACKAGING AND LABELING:

- The choice of packaging could have a significant effect on product quality and is to be considered during feasibility evaluation. Shipping trials must be conducted to evaluate the ability of the packaging to preserve product quality. Packaging must be approved, and the supplier shall not make changes without prior approval by the plant, Corporate Packaging and or Corporate Purchasing.
- Containers shall be ergonomically designed to reduce the exposure to injury when handling pallet-sized containers. Containers shall conform to AIAG size standards. For less than pallet-sized containers, total package weight, when full, shall not exceed 35 pounds (15.9 kilograms). Protective wrapping or specified pallets may be required by Woodbridge.
- All suppliers shall operate under written packaging and labeling procedures in accordance with AIAG standards. Each separate unit of packaged product shall have labels on two adjacent sides. Rolled goods shall have at least one label attached to the core in addition to the label on the outer covering. Rolled goods cannot have different shade codes mixed on pallets. Failure to comply with customer requirements on labeling is cause for REJECTION.
- Parts for service must be packaged according to the end use customer's service part packaging requirements, when specified by Woodbridge.
- Should Woodbridge need to generate a shipping label for a container, in order to use it within our manufacturing system, the supplier who failed to follow the appropriate label guidelines shall be charged a minimum five dollar fee per label generated, plus the standard administration fee for the PCN generated to collect the labeling fee.
- Any materials that are controlled or that have a specified shelf life must be clearly identified on the label, and contain a "Do Not Use After This Date" notation.
- Sample materials shall be clearly identified. Each container of sample material shall have a "Sample Material, ATTN XXXXXX" label affixed to each side of the shipping container. The label shall be of a different shade of color than the standard shipping label, so that it stands out as sample material. Should sample material be mixed on a pallet with normal production material, the pallet must be clearly labeled as "Mixed pallet, sample material enclosed". The Bill of Lading for a shipment that contains sample material must have the sample material on the shipment clearly identified, and must contain the phrase "Sample Material, ATTN XXXXXXXX", clearly identified on the paperwork alongside the part number.

13.2 RETURNABLE CONTAINERS:

- Expendable packaging will not be accepted unless the supplier obtains written authorization from the Woodbridge Corporate Purchasing Department prior to initial production shipment.
- Woodbridge requires packaging, dunnage, and palletizing product to be returnable, reusable, or recyclable. Reasonable care in use and handling of containers shall be exercised.
- Chronic problems with container damage shall be referred to the Woodbridge Corporate Packaging in Mississauga Ontario for equitable disposition.

SUPPLIER REQUIREMENTS MANUAL

- If the supplier is not in possession of returnable containers or the containers received are in poor condition, the supplier is to contact the Woodbridge Materials Manager at locations supplied for direction and resolution.

13.3 LABELING:

- Due to the variety of products purchased and manufactured by Woodbridge, component suppliers shall use bar code shipping labels (reference AIAG Shipping/Parts Identification Label Standard. These labels require all of the following information, unless other arrangements have been made with Corporate Purchasing, In addition, samples of the labels shall be sent to the Woodbridge receiving plant for approval.
 - Supplier name and shipping location
 - Quantity (net and allowance where applicable)
 - Unit of measure (as specified by Woodbridge PO)
 - Customer inventory code number
 - Shade code (where applicable)
 - Latest engineering level
 - Serial number (unique for each roll/pkg)
 - pack date
 - supplier code number
 - product description
 - country of origin
 - customer part number
 - lot numbers
- **CHEMICAL SUPPLIERS** are to label containers smaller than a tanker with the following information unless other arrangements have been made with customer Corporate Purchasing.
 - Date of manufacture
 - Net weight
 - Compliance to all legislative and regulatory labeling requirements related to their products, including proper identification of all hazards and handling requirements.
 - Lot numbers
 - Product identification
- To prevent mislabeling concerns on returnable containers, it is the suppliers' responsibility to remove all old labels, or to place new labels over the old labels in such a manner as to completely cover all the information from the old label. Returnable totes must have the control label applied on the release placard between the identification labels.
- When multiple lot numbers are being shipped, the supplier shall list the lot numbers on the bill of lading.
- 2D labels shall be provided at no additional charge upon request from Woodbridge Purchasing and/or Woodbridge Corporate Materials.

13.4 INVENTORY CONTROL LABELS:

- All materials must be shipped in date-produced order using a FIFO (first in, first out) inventory management system. To assist in identification and stock rotation, all component suppliers shall use color coded labels or stickers, on every container/roll, with the month of manufacture clearly placed thereon, unless other written arrangements have been made with the Woodbridge receiving location.
- The preferred size is 3 1/4" diameter dots. Nonuse of the inventory control labels may result in product rejection, at the discretion of the Woodbridge receiving location.
- Color coding for each month is:

January	-	Red	July	-	Dark Green
February	-	Yellow	August	-	Brown
March	-	Purple	September	-	Pink
April	-	Lime Green	October	-	Gold

SUPPLIER REQUIREMENTS MANUAL

May	-	Powder Blue	November	-	Gray
June	-	Orange	December	-	Royal Blue

- Chemical suppliers are not required to utilize the above inventory control labels. All chemical suppliers must provide a "Use By, date" on each label.
- Chemical suppliers must ensure that a minimum of six months shelf life be available for all products shipped into Woodbridge sites, unless specific written authorization is received from the Materials and Process Managers from the using site, prior to shipment.
- Shelf life requirements shall be from date of manufacture, not date of shipment.
- The supplier shall be responsible for all costs incurred due to shipment of material outside of the usage window.

13.5 VOLUME ADJUSTMENTS:

- The supplier shall assure, through plant utilization records, that manufacturing can support an increase of 20% within five (5) working days.
- Lamination suppliers shall be able to support an increase of 15% within documented lead-time as outlined at the time of award.
- If a volume reduction occurs, the supplier should store material on their site, until delivery is called for by Woodbridge, at no charge to Woodbridge.

13.6 RELEASES:

- Failure to receive a release does not constitute reason for short shipment. When a supplier does not receive a release on time, the supplier shall notify the Woodbridge Site Materials Manager; while using the previous week's release and adhering to the same dates required. The supplier shall review the new release when received and notify Woodbridge if there is any chance that the release cannot be met.
- Suppliers are expected to meet the lead-time CUM required. Reduction in CUM required within the lead time will not be accepted by the customer as a valid reason to short-ship.
- Woodbridge will not be responsible for any storage charges due to decreased releases from our customer and may not accept any overshipments. Woodbridge will continue to work with the customer and supplier to resolve release volatility issues.
- If non-delivery, delayed deliveries or short shipments are anticipated, ALL suppliers must immediately notify the Materials Manager of the receiving location. Supplier concerns in regard to meeting volume increases must be communicated to the site Materials Manager **within 24 hours** of receipt of the release.
- The supplier must be able to manage Woodbridge releases. Releases will be sent weekly and will go out as far as our customer releases and will clearly define Fabrication and Material Authorization. Releases will show cumulative requirements and must be reconciled jointly between the supplier and customer weekly. The supplier will provide proof of delivery (shipping documents) to reconcile CUM's. The supplier is responsible to inform Woodbridge of any known CUM discrepancies.

13.7 CUSTOMS:

- All shipments shall be accompanied by the proper customs documentation to ensure efficient, on time, border crossing. Shipping documents (packing slip, bill of lading, commercial invoice) will reference Woodbridge part number and description. If documentation is missing or incomplete, the supplier shall assume all subsequent costs.

SUPPLIER REQUIREMENTS MANUAL

- All customs documentation, including commercial invoice, must be emailed or faxed to Woodbridge's Customs Broker when load leaves supplier's dock.
- If further information is required, the supplier shall contact the Woodbridge Materials Manager at the receiving location. See the Supplier Customs Information Package located on www.woodbridgegroup.com.
- Every January, supplier will supply NAFTA Certificate of Origin to the Woodbridge Customs Broker for all materials supplied.

13.8 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.

13.9 OUT-BOUND FREIGHT:

- Unless otherwise specified, the customer shall be responsible to coordinate freight carrier and schedule. The supplier is required to use Woodbridge designated carriers; however, suggestions for improvement may be forwarded to the Woodbridge Corporate Materials Management Department.
- The supplier, when utilizing the Woodbridge mandated freight lines, shall assume all charges associated with truck "wait-time" in excess of ½ hour of the appointed arrival time at the supplier facility.
- Supplier's receiving load sheets, must contact Woodbridge Materials Management if all the requirements on our load sheet cannot be shipped, before the truck is released.
- Any charges generated by the use of an unauthorized/ unapproved carrier shall be at the suppliers' expense.

13.10 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.
- Damage to the load due to faulty carrier equipment or damage while in transit shall be reported to the supplier by the receiver and addressed through an insurance/damage claim filed by the supplier against the carrier.

13.11 UNLOADING AND TRANSFER OF MATERIALS:

- All suppliers shall comply with unloading procedures established at each facility. The supplier shall have appropriate training in the use of the transfer equipment, personal protective equipment (PPE) and chemical hazards.
- The supplier is to provide his or her own PPE in accordance with the facility procedure and hazards of the material being transferred.
- In the event of an emergency, all suppliers shall follow plant emergency procedures. It is the responsibility of the supplier to become familiar with the procedures at each location they supply.

13.12 AUTOMATED MONETARY PENALTY SYSTEM:

- It is a Woodbridge Foam requirement that all suppliers provide accurate documentation with their shipments to any Woodbridge plant, division or subsidiary location.

SUPPLIER REQUIREMENTS MANUAL

- A consistent paper trail, consisting of the Proforma Invoice (for US shipments), Commercial Invoice, packing slip and/or bill of lading, and purchase order, shall be maintained in order to avoid AMPS penalties. AMPS penalties currently range from \$100 to 5% of the declared value of the shipment.
- Any discrepancies in quantity, pricing, or other pertinent information, shall be reported to Woodbridge's Customers Broker (Buckland Customs), within four days of the shipment. Failure to properly report discrepancies shall result in the supplier being charged any and all AMPS penalties related to the shipment. Email changes to your Woodbridge Site Materials Manager if you do not have the required contact information for Buckland Customs.
- This charge shall be issued to the supplier via a PCN, and will be added to the Supplier Rating system. The charge will be deducted from the next payment to the supplier.
- Woodbridge receiving sites shall audit all inbound shipments for compliance, and will report any discrepancies directly to Buckland, for resolution. Any related charges shall be charged to the supplier via PCN.

13.13 C-TPAT

- All suppliers must complete the C-TPAT questionnaire when requested by Woodbridge. This questionnaire must be returned within thirty days of the request.
- Suppliers may be required to become C-TPAT compliant.
- Suppliers may receive an on-site visit by WFC customers, to verify C-TPAT issues as needed.

14.0 STATISTICAL TECHNIQUES:

14.1 CONTROL CHARACTERISTICS:

- Characteristics should be mutually agreed upon by Woodbridge and the supplier and chosen during Advance Product Quality Planning or the initial PAA Design review.
- Characteristics should be based on product function, design intent, fit, manufacturing process or other factors, which may contribute to an out-of-control condition.

14.2 UNIDENTIFIED KEY PRODUCT/CONTROL CHARACTERISTICS (KPC/KCC'S):

- If the customer has not identified key product/control characteristics, Woodbridge shall choose process and/or product control characteristics, which pertain to product manufacturing.
- Woodbridge Corporate Purchasing, Supplier Quality, the Design Group and or the manufacturing facility, should approve the chosen key product/control characteristics affecting manufacturing processes of the component

14.3 KEY PRODUCT/CONTROL CHARACTERISTICS (KPC/KCC'S):

- When key product/control characteristic designation is identified on drawings, specifications, supply agreements, or purchase orders provided by the customer, the supplier is required to maintain statistical data on that characteristic and be capable of providing it to a requesting plant and/or SQA as requested.
- Should KCC's not be clearly defined, use the following table for default KCC's for the product types listed:

Component Type	Critical Characteristic for Measurement	Unit of Measurement
Fastener strips	Overall length, width of hook material	millimeters
Straight paper covered wires	Overall length	millimeters

SUPPLIER REQUIREMENTS MANUAL

Component Type	Critical Characteristic for Measurement	Unit of Measurement
Formed paper covered wires	Overall length, highest point in Z direction	Millimeters
Formed Bare wires	Overall length, highest point in Z direction	Millimeters
Eyelet wires	Overall length, eyelet opening	Millimeters
Formed border wires	Overall width, highest point in Z direction	Millimeters
Foam topper pads	Overall length, thickness, width	Millimeters
Topper pads (other materials)	Overall length, thickness, width	Millimeters
Foam inserts	Overall length, thickness, width	Millimeters
Climate control scrims	Overall length, overall width	Millimeters
Climate control manifolds	Overall length, width in section that fits in foam pad trench	Millimeters
Cut felt	Overall width, thickness, length	Millimeters
Cut cloth	Overall width, overall length	Millimeters
Clips	Overall height, clip opening gap	Millimeters
Ganged clips	Overall height, clip opening gap, clip to clip distance	Millimeters
Push pins	Overall length, width at widest point at tip	Millimeters
Tapes	Overall length, overall width	Millimeters
Washers (Foam and other materials)	Overall width, overall thickness	Millimeters
Trim covers	Join seam width, headrest or funnel opening holes (when applicable)	Millimeters
Face goods	Overall width, overall thickness	Millimeters
Scrims	Overall width	Millimeters
Films	Overall width, thickness	Millimeters
Headrest frames	Overall width of legs, distance from top notch to top crossbar	Millimeters
Armrest frames	Distance from rear attachment point to front edge of frame, overall width at attachment points	Millimeters
Seat back frames & Bolsters	Overall width, distance between attachment points	Millimeters
Seat cushion frames	Overall width, distance between attachment points	Millimeters

14.4 COMPONENT SUPPLIER STATISTICAL DATA SUBMISSION:

- Component suppliers are required to maintain summaries of average Cp and Cpk indices for their parts and should provide this data as requested by the Woodbridge receiving location.
- Additional statistical information may be requested for assistance during problem solving or for variation reduction initiatives.
- It is advised, that suppliers submit the data via email and verify receipt of statistical data. It is the supplier's responsibility to ensure that the data reached the appropriate personnel, who requested the information.

SUPPLIER REQUIREMENTS MANUAL

14.5 CHEMICAL SUPPLIER STATISTICAL DATA SUBMISSION:

- Suppliers providing base polyol, Co-Polymer Polyol, Isocyanates, TDI and MDI, must monitor control characteristics as listed below through SPC/SQC methods. All other chemical suppliers must maintain SPC/SQA data on existing COA data and be prepared to provide it when requested by the Chemical Applications Group and or Cooperate Purchasing
- Additional statistical information may be requested for assistance during problem solving.
- It is advised that suppliers submit the data via fax or email or mail and verify receipt of statistical data. A copy of the data is to be submitted to the Chemical Applications Department. It is the supplier's responsibility to ensure that the data reached the appropriate personnel, who requested the information.

14.6 CHEMICAL SUPPLIER STATISTICAL CONTROL CHARACTERISTICS:

- **Base Polyol:**
 - Hydroxyl Number (mg KOH/g)
 - Cloud Point (degrees Celsius)
 - Force to Crush (pounds force) – Woodbridge method with reporting on first and tenth cycle preferred method
 - Foam Stability – free rise stability is the preferred characteristic; however, vent stability is acceptable where a correlation to free rise stability can be demonstrated (rating scale, identified and communicated by supplier).
- **Co-Polymer Polyol:**
 - Viscosity (cPs)
 - Solids Content (percent)
 - Hydroxol Number (mg KOH/g)
 - Force to Crush (pounds force) – Woodbridge method with reporting on first and tenth cycle preferred method
 - Foam Stability – free rise stability is the preferred characteristic; however, vent stability is acceptable where a correlation to free rise stability can be demonstrated (rating scale, identified and communicated by supplier).
- **Isocyanates (TDI):**
 - APHA Color (color rating scale)
 - Percent TDI
 - Percent 2,4 TDI Isomer
 - Percent Acidity
 - Percent Hydrolyzable Chloride
 - Force to Crush Test
 - Percent Free FNCO
 - Free Rise Stability (maximum height, final height, time to maximum height, cell count per inch in foam core, and foam core appearance, go or no go).

SUPPLIER REQUIREMENTS MANUAL

14.6 CHEMICAL SUPPLIER STATISTICAL CONTROL CHARACTERISTICS (continued):

- **MDI:**
- APHA Color (color rating scale)
- Percent Acidity
- Force to Crush Test
- Percent free FNCO
- Viscosity
- Free Rise Stability (maximum height, final height, time to maximum height, cell count per inch in foam core, and foam core appearance, go or no go)

15.0 INCOMING PRODUCT QUALITY:

- Compliance with the IATF 16949 incoming product quality requirements will be established by a combination of the following:
 1. Review of SPC on KPC/KCC's when requested by the using plant and/or SQA. Attribute SPC may be accepted with the concurrence of Woodbridge SQA, Purchasing and the Woodbridge receiving location.
 2. Inspection at the receiving Woodbridge plant coupled with monitoring of the supplier's performance.
 3. Non-functional or discrepant parts will be rejected by the PCN process (7.1) pending evaluation of dimensional conformance.
 4. The performance of the supplier will be evaluated via the Supplier Performance System (7.0).
 5. 3rd party assessment of the supplier to IATF 16949 or ISO 9001:2015.
 6. Woodbridge may choose to perform a 2nd party assessment via the PSO process (3.4).
 7. Lab evaluation of the supplied product by a "designated lab". Suppliers with IATF 16949 registration can conduct the evaluation on their own products themselves. Other suppliers must utilize a 3rd party lab registered to ISO 17025. Annual validations per 4.0 may used to satisfy this requirement.

16.0 CUSTOMER DIRECTED SUPPLIERS

- Customer directed suppliers shall meet all requirements outlined within this manual.
 1. PPAP requirements may be waived if the end customer agrees to sign PPAP warrants and agrees to accept all responsibility for the components and materials provided by the directed supplier.
 2. Supplier Performance rating will be evaluated by SPS for all directed suppliers.
 3. Directed suppliers are required to follow all containment directives provided by Woodbridge Supplier Quality Assurance, and/or the Woodbridge receiving location.