

·faurecia

Supplier Requirements Manual

M A Y 2018





Our Purchasing Vision

Sustainable value creation

We focus on sustainable value creation through a sophisticated organization of the entire supply chain, selecting the best Suppliers in terms of total cost of ownership, including quality, reliability and timely delivery.

The quality of the relationship we have with our Suppliers is a key value for Faurecia. As such, Faurecia creates and develops sustainable relationships with a limited number of Suppliers around the world, based on trust, high standards and mutual benefits.

Our formalized relationship management enables us to embed sustainable joint value creation through strong relationships with strategic Suppliers.



Faurecia is in a phase of fast pace growth on international markets while facing increased complexity. To achieve this we need our Suppliers to share the same thinking and benefit from our oment. Leveraging growth development. alobal the economy elevates our own and Suppliers competitiveness through reduced costs and a stronger business model while aligning with customer values and increasing market opportunities.

Technological Leadership

Technological leadership is one of our key strategies to ensure growth and to become a global leader. Encouraging and supporting our Suppliers to innovate is one of Faurecia's purchasina priorities.









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1.1 Scope

The Supplier Requirement Manual applies to all Faurecia approved production part & material Suppliers. All requirements in this manual are to be considered as Customer Specific Requirements.

This manual reinforces the Faurecia Purchase Order Terms and Conditions and the General Purchasing Conditions (GPC).

The Quality Assurance Agreement (QAA) formalizes your agreement to the present manual. To that end, this manual is an appendix to the signed QAA.

Generic Faurecia requirements including this text are available to all registrated Suppliers under Global Purchasing System (GPS).

https://www.alobalpsystem.com

1.2 Code of Conduct Sourcing & Supply Chain

Faurecia is committed to conducting business ethically and with integrity throughout the program Buy Beyond. It is mandatory for all Suppliers to have an ethic program in place consistent with Faurecia Code of Conduct Sourcing & Supply Chain.

http://www.faurecia.com/en/fournisseurs/ sustainability-buy-beyond

Obey the law & Responsible Supply chain management





1.3 Zero Defect Policy

Within the supply chain, customers and Suppliers sourced mandated) or interdependent other's upon each performance. Our target is to ensure customer satisfaction for Quality, Cost and Delivery (QCD).

To enable us to achieve this, we must have as Objectives:

- Class A Suppliers
- 100% of initial samples delivered right first time and on time
- Self-Certification compliance with Faurecia Requirement
- 0 PPM strategy-received PPM (Parts perMillion)
- 0 PF4 (customer complaint) strategy
- O Tolerance on Safety- and Regulation Alerts
- 0 Warranty Case/Cost
- 0 MPM strategy (Miss-Delivery per Million)

1.4 Supplier Quality System Mandatory Requirements - Standards

Faurecia requests each supplier to be certified in accordance to the valid version IATF 16949.

Under certain circumstances (specific customer recommendations or existing Suppliers within Quality - and Delivery KPI targets) Faurecia could accept the valid version ISO 9001 when the supplier succeed our internal System- and Process Assessment review. In addition we are requesting the valid version ISO 14001 (Environmental Management Standard) and recommend a valid version OHSAS 18001/ISO 45001 (International Occupational Health and Management System) Safety announced Customer Specific Requirements as they apply to automotive production and relevant service part organizations.

The certification to these standards must be delivered by accredited certification bodies. The related certificates must be uploaded into the GPS Supplier portal.

Accordingly, all Faurecia Suppliers reauired to establish documents implement effective production, quality and management systems compliant with these requirements (at their latest version), including Certification Status defined by Customer Specific Requirements.

1.5 Customer Specific Mandatory Requirements

1.5.1 Corporate Social Responsibility

All Suppliers are requested to work on reduction of the environmental impacts of their products and processes by developing new solutions supporting the Economy".

The Supplier must deploy actions on their operational perimeter to improve the energy efficiency of their sites, prevent pollution, reduce hazardous material, optimize waste and develop a sustainable use of resources.

The Supplier must ensure compliance to all legal and other relevant environmental requirements in their products, equipment and sites.

1.5.1.1 Regulated Substances

It is mandatory, the supplier will comply with all existing, modified and upcoming Environmental Regulations and Conventions on a worldwide scale. The supplier must fulfill all resulting obligations such as the restriction and forbiddance of substances and their certain

The following list shows some key Regulations and Conventions covered in this chapter:

- Regulation (EC) No 1907/2006 European Parliament and of the Council of 2006 December concerning Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)
- **Products** Regulation (BPR, Biocidal Regulation (EU) 528/2012)
- Regulation (ÉC) No 850/2004 of the European Parliament and of the Council of 29 April 2004 on persistent organic pollutants and amending Directive 79/117/EEC (POP)



• Stockholm Convention to protect human health and the environment from persistent organic pollutants

• U.S. Toxic Substances Control Act (TSCA) and its amendment, Frank R. Lautenbera Chemical Safety for the 21st Century Act.

• Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 on end-of life vehicles (ELV)

 Wall Street Reform and Consumer Protection Act; July 2010, U.S. law H.R. 4173 incl. Dodd-Frank passage - section 1502 (Conflict Minerals)

1.5.1.2 Mandatory Requirements of Substances of very high Concerns

Concerning REACH (Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Reaistration, Evaluation, Authorization and Restriction of Chemicals). The Supplier must fulfill all obligations due to Registration, Evaluation, Authorization and Restriction of Chemicals.

This includes communication obligations of SVHC in articles; even for spare parts and packaging.

In the case of importing substances, mixtures or articles, the Supplier takes the role of an importer and needs to comply with all resulting obligations.

The supplier is requested not to use SVHC (Substances of very high Concern) in articles and mixtures delivered to Faurecia.

Therefore, the use of substances which are listed in Annex XIV and XVII of REACH and the candidate list are not permitted.

If the supplier intends to use a SVHC they must contact Faurecia in time to negotiate and recommend further actions, risks and substitution options.

Further information could be found while following the listed links:

www.acea.be www.clepa.be

https://echa.europa.eu/home

1.5.1.3 Material Data Report

The reporting of substances is linked to the Production Part Approval Process and must be made in IMDS if not otherwise agreed.

At the time of Part Approval the data submitted must be accepted by Faurecia. The scheduled date of reporting must be confirmed between Supplier and Faurecia.

The reported data must be in line with the IMDS Recommendations and comply with the rules and content of the GADSL (www.gadsl.org).

Additional requirements could occur due to various requests from Faurecia's customers.

Provide material data for entry in IMDS (International Material Data System) or in other system as specified per Customer Specific Requirements

1.5.1.4 Conflict Minerals

Conflict Minerals (Tantalum, Tungsten, Tin and Gold) are natural resources mined in a conflict zone and sold to support the fighting. The most prominent example has been the Democratic Republic of Congo (DRC), where various armies, rebel groups, and outside actors have profited from mining with supporting wars in the region.

This requirement comes from the section 1502 of the "Dodd-Frank Wall Street Reform and Consumer Protection Act", similar regulation is in preparation in the EU and China.

Supplier has to apply for a Code of Conduct Sourcing & Supply Chain approach and in addition to fill the related form to ensure compliance with this requirement.





1.5.2 Set up and maintain a Sub-Supplier Management System

in accordance with here described requirements and including:

- Documented evidence from the Supplier that Sub-Suppliers quality management systemis monitored.
- Follow up the quality of the purchased parts using suitable measures (including PPM quality target setting, special key characteristics follow-up. Validation plan, Control plan, Run@ Rate and Process audit, PPAP and Initial Samples submission,...).
- Faurecia reserves the right to review the process at the Sub-Supplier on its own initiative in case of major problem or risk

1.5.3 Special case of Directed Purchase components - tripartite agreements

For technical or economic reasons, Faurecia may ask the Supplier to include components from other Suppliers. According IATF 16949, Tier 1 Suppliers are accountable for their supplies, including components. A tripartite agreement stipulating the job-sharing between the parties involved will be incorporated into the supply contract.

1.5.4 Packaging and Logistics

Parts delivery conditions need to be compliant with the Supplier Logistic Manual (SLM) and the agreed Logistic Part Datasheet. For more details see SLM FAU-S-PSG-2015.

1.5.5 Marking / Traceability

Each component must be marked to permit the material identification regardingrecycling.

- The material type mark must be in accordance with Faurecia requirement.
- The marking has to be in accordance with the requirement to define traceability.

All components must have batch control and traceability throughout all stages of production. This traceability shall be documented at least as per IATF 16949.

Any sorted or reworked material must be traceable.

1.5.6 Exchanges CAD Models / Digital Media The CAD versions to use will be confirmed during the Request for Quotation. The CAD models will have to respect the Faurecia conception methods.

1.5.7 Automotive product-related software or automotive products with embedded software

The Supplier shall utilize a process for software quality assurance of their products. The development process should be certified to CMMI level 3 or A-SPICE level 3.

If this process maturity level is not achieved, the minimum requirements is CMM-I level 2 or A-SPICE level 2 with commitment to a roadmap to achieve CMM-I level 3 or A-SPICE level 3.

The Supplier shall regularly perform a software development capability self-assessment and provide results to Faurecia, upon request.

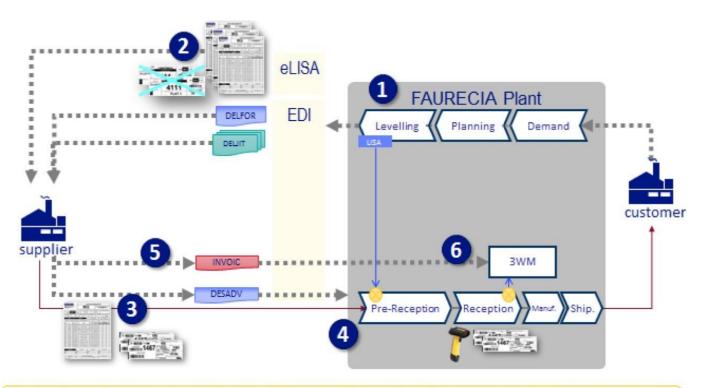


1.5.9 Electronic DATA Interchange Requirements (EDI)

Faurecia requires establishing automated EDI flows (Electronic Data Interchange transmission), as per automotive standards, with

Suppliers. Unless specific agreement, Faurecia requires the following flow:

LISA NG + ASN reminder – full EDI



1 Inbound Delivery = 1 Manifest (MURN) = 1 Vendor delivery note = 1 Vendor invoice

1.5.10 S/R Mandatory Rules

Faurecia has identified following processes as mandatory:

- Heat Treatment
- Fastening
- Riveting
- Welding
- Rework under Control

For which all S/R characteristics are considered as secured only via:

- Poka Yoke
- Cp/Cpk
- Process validated via Assessment
- Certificates/Validations related to Raw material

For more details see S/R Mandatory rules FAU-C-DSG-3530 in appendix.



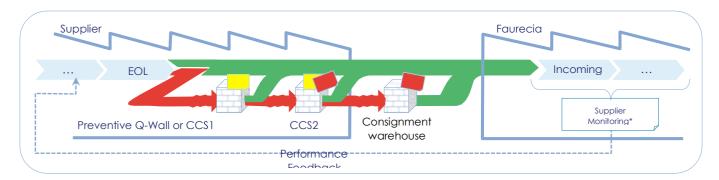
1.5.11 Containment Controlled Shipment (CCS) / Temporary Quality Wall (TQW)

is a demand by Faurecia to a Supplier to put in place an additional inspection process to sort non-conforming material. implementing a root-cause problem solving process.

These demands will be requested via an official letter from Faureciaside.

CCS consists of two types or levels of containment:

- CCS I level is an additional inspection process performed by the Supplier at the Suppliers facility separate from the normal production process.
- CCS II level is conducted by a third party (selected by Faurecia and paid by the Supplier), off the Suppliers facility (at a facility deemed appropriate by Faurecia). and at the Suppliers expense. Faurecia will inform the Supplier, via an official CCS II level letter, which includes also the request to announce the special status to certification body.



1.5.12 Engineering Change Request (ECR) Management

The generic process of an Engineering Change Request (ECR) is to evaluate feasibility, cost impact and timing. After decision, the change will be kicked off through Purchase Order (PO) and new design revisionlevel.

- ECR can occur during both program phase and series production.
- For each change a new PPAP submission will be required.

1.5.13 Change Request via Purchasing Change Request (PCR)

- Supplier must propose any change information (Material, Product, Process and tool changes
- transfers are also considered as a change) and must request approval in writing from Purchasing and all Faurecia receiving facilities
- Faurecia Purchasing and all receiving facilities must approve all changes in advance.

- Samples may be required for review and to evaluate potential impact on Faurecia's manufacturing processes.
- Submission for PPAP approval is mandatory prior to the shipment of the "new" parts (or from new location) unless specifically waived.
- After Faurecia written approval, the first delivery with "new" parts must be identified
- •The tool move plan must include the requirements of a production stock if necessary to ensure Faurecia's Production and Service requirements are not affected.
- The change has also to be communicated to PC&L (Production Control & Logistic) in the plant for feasibility assessment (introduction of new product in Information System, evaluation of all existing stock, update of Supplier Logistic Agreement, schedule of last old product's delivery, organization and reception of first delivery of new product).



1.5.14 Sub-Supplier Change

In case of Sub-Supplier changes (product/ process change), Supplier is required to

- Production Preparation Plans: Tool Progress Reports
- Control plan and Working instruction
- Sub-Supplier Manufacturing flow chart
- Planning of readiness (Run at Rate, Process audits)
- Parts Submission Warrant (PSW) with relevant **PPAP** items
- Purchasing Change Requests (PCR) when appropriate
- Validation plan if Faurecia final product is impacted

1.5.15 Supplier Self-Certification

Supplier Self-Certification can be requested when a preliminary evaluation was performed by Faurecia. This request can be related to Process Audit's, QMS Audit's, requalification PPAP, etc.

1.5.16 Cost Recovery Policy

Supplier are liable for all costs incurred by Faurecia when the cause is the Supplier's responsibility. Charge will be based on the Quality Assurance Agreement (QAA) and might include:

- Administrative costs
- Operating costs of protective measures; sorting, destruction of parts
- Costs incurred in the downstream operation stage or Third Party claims
- Rejects of finished and/or semi-finished **Products**
- Retrofit of sub-assemblies or vehicles
- Machine downtime
- Staff costs associated
- Lost production time
- Transportation costs
- (Re) packaging & handling costs
- Travels and extra-trip to customer
- Claims charged by the customer
- Additional special costs
- Costs of an expert and external laboratory testing





02. Supplier Management

2.1 Vendor Status / Management

A Supplier will be integrated into Panel status when the Supplier complies with Faurecia business criteria (financial health, expertise, print, quality and environmental technical project assessment. and management, innovation capabilities, overall company strategy, etc.) and validated via Supplier Assessment.

Once a Supplier has been integrated into the vendor list, Supplier Quality, Cost and Delivery

(QCD) performance will be continuously and the business will be given, through sourcing committee decision, under following conditions:

Performance Criteria

- Production Quality (Zero Defect Policy)
- Program Quality (PPAP)
- Logistic (MPM)
- Productivity (Price Index) and cash management (payment terms and consignment stock)

Business Criteria

- Financial Health
- Financial Penetration (Faurecia T/O below 30%)
- Competitive Benchmark

E-Auctions or appropriate costing tools could be used in addition to be able to achieve most competitive market price.

All Faurecia Suppliers are ranked via Panel Status as following:

P =Panel	Fully approved Supplier for development and production. Only class A Suppliers may be considered within this status.	
	In the Vendor List but not yet assessed	
I = Intermediate / or	pending because of other criteria not	

H = on Hold	No consultation for new development. Production orders maintained.
_E = Eliminate	Not acceptable Supplier. To be eliminated from the vendor list based on an appropriated phase out plan. Supplier which passed a first screening (under market screening process) and can receive an RFI/RFQ
Pr=Prospect	No award possible under this Status

Suppliers Expertise Expertise le Vels define Suppliers ability to develop and support Faurecia on programs with various levels of responsibility.

4 expertise levels are defined as following:

Expert

- Co-operates with Faurecia to define the functional specifications.
- Proposes solutions and participates in design.
- Is responsible for his processes and designs.
- Manages and designs complete sub-Assemblies

Designer

- Designs parts based on Faurecia functional specifications.
- Designs complex parts with full design and process responsibilities
- Designs and totally controls his processes

Manufacturer

- Is responsible for his own production processes
- Faurecia has full design responsibility (detailed specifications)

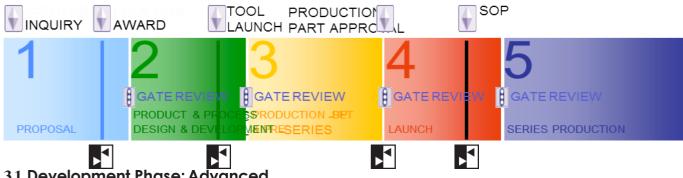
Subcontractor

- Is an extension of Faurecia manufacturing
- Is responsible that the process is in compliance with Faurecia specifications
- Executes parts in accordance with the definition file





03. Quality Requirements in Programs



3.1 Development Phase; Advanced Product Quality Planning (APQP)

As the final product performance is determined during the development phase, effective program management is the key to our common success. Faurecia's objective is to work closely with its Suppliers through partnerships. It is Faurecia's intention to provide the framework (a common language) within the development phase, which will enable to develop competitive and robust products which meet our expectation of Quality, Cost and Delivery through structured approach.

Program Management System (PMS) is the Faurecia management tool used during these phases and handled via e-PPAP.

During each PMS phase, the Suppliers performance will be tracked and monitored via APQP to ensure that the Suppliers achieve their targets set at each review.

- APQPcontentis related to the Supplier expertise level and riskassessment
- All Suppliers are required to follow APQP Masterschedule to support the development of new products and/or services.
- All the Suppliers are required to report the status of planned activities on a regular basis via our defined tool e-PPAP.

https://supplier.eppap.com

Advanced Supplier Quality (ASQ) manages the APQP for external Suppliers with the support of the Program Buyer and the D&D Product/Process Design.

Faurecia APQP contains 31 elements and is designed to ensure that external Suppliers integrate preventive quality actions into their work methods.

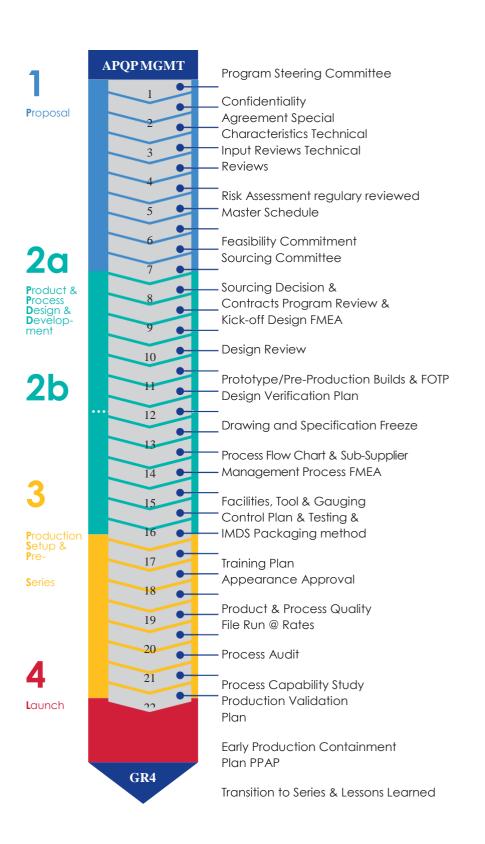
Faurecia expects to have a Supplier project management in line with IATF 16949 APQP definition as minimum requirement.

03. Quality Requirements in Programs



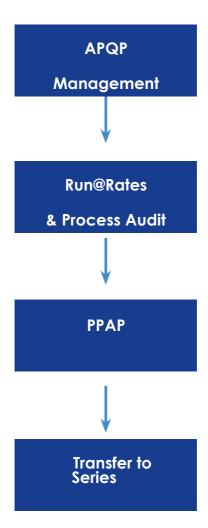
3.2 Manage Supplier in Development

Faurecia APQP Elements



Please check that you have the most recent update. Property of Faurecia - Internal

The complete chain of Advanced Supplier Quality Management in Program Development encompass 4-basic principles:



KEY INDICATORS

- 1)%-APQP Completion
 - Actual vs. Plan
 - Actual vs. Total
- 2) %-Run@Rates Qualified
- 3) %-PPAP Approved
 - Full
 - Interim / deviation
- 4) % of Key Characteristics secured (S/R + PF4, etc.) Incl. Pass Through Characteristics

03. Quality Requirements in Programs



3.3 APQPTracking

The ASQ (Advanced Supplier Quality) organization within Faurecia Purchasing monitors and manages Supplier products via APQP through PMS (Program Management System) Phases. APQP is applicable to BOP (Bought Out Parts) for both Free and Mandated Suppliers but also to COP (Carry Over Parts) and specific raw materials, using a restricted list of APQP elements. The progress and the deadlines of APQP and PPAP status are managed via ePPAP platform. The Supplier provides all requested data's into ePPAP. APQP status will be followed up during agreedreviews.

A status is assigned to each APQP element according to the risk for the program represented by a color:

APQP Element / Phase color definition

G	Current status acceptable in regards to Faurecia expectations. No risk to miss expected milestone.				
	Minor deviation in regards to expectations. Planned to be closed before milestone. Open issue follow-up.				
R	Major deviation in regards to expectations. Critical open item. Milestone or SOP under risk.				
N/A	Not applicable.				
	Applicable element, but program deadline is				

PPAP Element definition

G	Approved
Υ	Interim Approval
R	Rejected
А	In Work (in review by Faurecia)
0	Open (To be uploaded)
N/A	Not applicable.

In order to allow a Convergence plan, a Single List of Issues (SLI) will be maintained for open topics (Faurecia will provide the SLI template).

Suppliers are requested to escalate non conformities related to product, timing, etc. immedi- ately after they occur.





3.4 APQPSpecial Program Requirements

APQP & Special Program Requirements	Definition	FAU	SUP
Confidentiality Agreement-QAA	Enable both Faurecia and Supplier to ensure confidentiality when required Existence of Quality Assurance Agreement is checked; need for update identified		
Special Characteristics	S/R characteristics: Triangle with ¹ (orother symbol specified by the customer) marked on the drawing or and/or Safety or Regulation (S/R) S (orother symbol specified by the customer) Other special characteristics: Triangle with ² (or other symbol specified by the customer) marked on the drawing for Fit, Form, Functions or Aspect A Special Characteristic is a product characteristic (material, dimension, performance) or a process parameter whose variation can affect: • compliance with the regulations • compliance withsafety requirements • the satisfaction of the final customer through quality reliability or durability of a Fit, Form and Function • the possibility of using the product by downstream customer (mountability, workability). ¹ and ² are considered secured via: • Poka Yoke • Cp/Cpk • Process validated via Assessment • Certificates/Validations related to Raw Materials Records and evidences of the S/R Characteristics have to be kept for the duration of 15 Years starting from the beginning of mass production, or according to specific customer requirements.	X	X
Technical Reviews	Meeting attended by potential Suppliers to assess the Supplier proposal based on Risk assessment and resulting in Feasibility Commitment.	Χ	Χ
Master Schedule	The Supplier must build a planning based on Faurecia defined Milestones. In case of deviations on the agreed planning the Supplier is requested to inform Faurecia immediately and to present an action plan. The planning needs to be defined as Gantt Chart.	Χ	X
Team Feasibility Commitment (TFC)	The Supplier must confirm and provide evidences that the product can be produced according to the quality, planning requirements, with demonstration of its ability to follow the targets (estimations, return on experience, feedback on similar products, related action plans). TFC needs to be signed by the Supplier and in case of remarks or comments it has to be formally agreed by both parties. With each Engineering Change Request (ECR) and update/new TFC needs to be agreed. Capacity Commitment must also be given as defined in appendix FAU-F-SPG-3110 (provided via RFQ).		X





APQP & Special Program Requirements	Definition	FAU	SUP
Program Review / Kickoff	Faurecia-Supplier meeting(s) and program review scheduled according to PMS milestones. Defines the Program tracking The Supplier plan will be tracked during further program reviews when the following topics will be covered: • Quality • Costs • Master Schedule, Planning Milestones and Deadlines • Product – Process • Team (including Supplier Resources) The detailed agenda and the report have to be proposed by the Supplier before the review.	X	X
Design FMEA	Failure modes and effects analysis based on Ranking of failure modes: Risk Priority Number (RPN) In order to prioritize the failure modes, an index is defined. The index is calculated by multiplying the 3 previously assigned marks: RPN = S (Severity) x O (Occurrence) x D (Detection) or in acc. to special customer requirements An action plan for product improvements is established as soon as the RPN is not at agreed level. DFMEA is only valid for Expert and co-Designer.	X	X
Pre-Production & Prototype Builds	Requirements for delivery to Pilot Plant: • Prototypes Control plan to be defined • Product identification (with engineering revision level) • Packaging • Inspection report		X
Design Verification Plan (DVP)	Definition of the Tests required to verify that the product meets requirements and targets These tests are conducted either by Faurecia (if Manufacturer or sub-contractor) or by the Supplier (Expert or Designer), with some OEM contribution.	X	X
Drawing / Specification Freeze	Drawings released by Expert/designer with Faurecia engineering approval or by Faurecia with Supplier Manufacturer approval Drawing approved with Feasibility Commitment update leading to Tool launch	X	X
Process Flow Chart	Suppliers entire manufacturing process flow chart Sub-Suppliers flow chart (if applicable) and part submission warrant (PSW)		Χ
Process Failure Mode and Effects Analysis (FMEA)	Permit to establish an action plan for the process improvements on RPN agreed level. Special emphasis on Pass Thru Characteristics	X	X





APQP & Special Program Requirements	Definition	FAU	SUP
Facilities, Tools & Gauge Review	Following key items are tracked: 1. Facilities preparation and Equipment procurement (with special focus on Supplier new location; Milestones and Special Check list to be deployed) 2. Tooling Launch 3. First Off tool (results/dimensional report, convergence process) Trial documents and Tool acceptance check list must be provided by the tool follower: - Faurecia for Supplier SUB-Contractors - Supplier for Manufacturer, Designer, Expert 4. Gauge launch 5. Gauge available 6. Gauge validation review to ensure accurate R/R measure of characteristics according to MSA work book.		X
Control Plan	List of planned tasks (Operator, Maintenance, Lab,) reflecting operations to ensure full Product conformity => process parameters and product KEY Characteristics	X	X
Packaging Method	Packaging is defined in the Logistics Parts Data Sheet (LPDS) provided by Faurecia and agreed by Supplier. LPDS agreed and provided at latest for PPAP submission. Before start of production, an Agreement must be established between Faurecia and Supplier on: • Safety stock • Packaging stock	X	X
Training Plan	Suppliers workforce is trained in accordance to a ramp up plan on following items: • Working instructions; Machine and Tool operation • Quality care points; Master samples, photo book and quality surface; Control path • Reaction to NOT OKAY (NOK) • WIP handling and Packaging Faurecia recommendation is to use the 4 levels Polyvalence followed per person and perworkstation: Level 1: Operator has received training (training records are available) Level 2: Level 1 plus ensure Standardized Work is applied, result is providing good parts/deliveries and not passing defective parts Level 3: Level 1 & 2 plus ensure the standardized work time is achieved Level 4: Level 1, 2 and 3 plus the operator has contributed to waste elimination or daily Kaizen activities resulting in changes of Standardized Work		X
Supplier Launch and Resident Support	Multidisciplinary launch support team at Supplier location must be formalized. Selected Suppliers may be required to provide Faurecia on-site representation		X
Appearance Approval	3 steps: 1.OKAY (OK) for any appearance aspect as graining, painting, etc. 2. 1st appearance parts 3. Design approval; Graining/Color/Aspect/, (gloss, and brightness,) by End Customer Existence of Boundaries samples & Defects library (photo book) signed-off for each cavity	X	X





APQP & Special Program Requirements	Definition						SUP
Run at Rate is an off tool off process to evaluate the Supplier Capacity Commitment including scrap and rework rate based on series production conditions (Peak demand + Flexibility). Is also used to produce the PPAP parts in order to check the Process capability. Faurecia reserves the right to review the Run @ Rate on its own initiative. Faurecia requires to use its own template.							Х
Process Audit	Audit is mandatory and must be performed by Supplier through Supplier Process Qualification Audit (SPQA) or Customer Specific Requirements. Faurecia reserves the right to participate to process audit on its own initiative						X
Process Capability Study	Machine, ShortTerm & LongTerm Capability studies performed on Key Product Characteristic (KPC) & Key Control Characteristic (KCC) - excluding subjective characteristics. Faurecia minimum requirements is shown as below but can be different according to Customer Specific Requirements. Capability targets to be reached are, according to how characteristics are shown on drawing: S/R characteristic Other Key characteristic [KPC, KCC] 1.33 For other characteristics shown on the drawing, conformity must be assured all along the product cycle life. In particular: PPAP, engineering change, production transfer and process change. Capability target values are the same regardless of the programme phase. However, the type of capability study to be carried out differs, as shown in the following table: Programme phase Type of Capability Study Minimum Sample size (1) Before & during 1 st Production Trial Machine Capability Study Mass & Extended Mass Production Trial Short-term Capability Study Short-term Capability Study Short-term Capability Study So parts at capability 100% Improve process capability 100% Improve process Capability Study Serial Life Long-term capability Study So parts at capability 100% Improve process Capability Study So parts at capability 100% Improve process Capability Study So parts at capability 100% Improve process Capability 100% Capability Study Capa				X	X	
Production Validation Plan					X	X	
Early Containment plan Targets to protect the product Temporary Quality Wall after a requirements. The duration of a Temporary Cariterias.		ll after and o	on top of fir	al inspection ac	cording to Faurecia		X
 PPAP requirements are based on the AIAG Production Part Approval Process (PPAP) Manual or Customer Specific Requirements. The standard of Faurecia is full PPAP (level 3 per AIAG) submission unless clear Faurecia deviation agreement. PPAP Submission can be requested by Faurecia based on Customer requirements at any time without any additional cost. All requested documentations must be no more than one year old. PPAP and documentation attached must be monitored through e-PPAP platform. Faurecia will defined the PPAP items to be covered prior PPAP submission 				X	X		





4.1 Scope

During the series production phase, Suppliers performances are consolidated and monitored towards Faurecia Key Performance Indicators (KPI's).

4.2 Supplier Quality Key Performance Indicator (KPI)

Evaluation of Supplier performance in Serial Life important part of the Panel Management activity. By setting up Performance Indicators (KPI) for the Group, Business Groups (BG) and Divisions allow us to objectively measure the level of Quality, Service and reactivity that our Suppliers are providing, we enable our purchasing, Supplier quality and operations teams to define the proper strategy to work with Suppliers in a partnership mode.

The main KPI's to assess Supplier Performance are:

• PPM (Part Per Million) in monthly and 6 Month Rolling base

Nb of incorrect parts x 1,000,000

PPM Nb of received parts

 MPM (Misdelivery Per Million) in monthly and 6 Month Rollingbase

Nb of order lines delivered in the wrong auantity

or at the wrong time x **MPM** 1,000,000 Total Nb of order lines

Number of Complaints QP (Quality Problem)

- Supplier reactivity measurement with nb of QP not closed / closed
- PFx level is the level of the disturbance generated by the failure. 4 levels are defined as following:

PF1 Disturbance of the supply flow PF2 Disturbance of Faurecia production flow PF3 Stoppage of Faurecia production line PF4 Claim from Faurecia customer, Faurecia

> takes the right to raise a CCS level II (see section 1.5.13) when potential Quality risks are identify for future deliveries.

PF4/SR Claim from Faurecia customer related to S/R characteristic, Faurecia takes the right to raise a CCS level II (see section 1.5.13) when potential Quality risks are identified for future deliveries.

A "part" is the unit ordered by Faurecia/invoiced by the Supplier. It can be:

- 1. A single part or assembly
- 2. A collection of parts (e.g. seat or door panel collection)
- 3. Liquid products: liter, ...
- 4. Sheet and coil material: sheet or unit weight (kilogram, pound, ton, ...)
- 5. Roll deliveries: linear meter, m², ...
- 6. Powder products: kilogram, pound, ton, ...
- 7. Fasteners (Pins, Bolts, Nuts, ...): packaging unit

An incorrect part is a component, assembly, part, collection of parts or materials identified in the Series Phase as not meeting the quality level approved at the PPAP and/or at any other subsequent agreement with the customer. They

include parts with packaging and labelling issues but not missed or late deliveries. Supplier is notperforming \Box accordance to the defined KPI targets and our Zero Defect Policy (see section 1.3) or in case of a process audit rank is C (SPQA - FAU-F-SPG-2433) Faurecia can reconsider the Supplier status according to section 2.1 Vendor Status / Management – Panel Status. Faurecia will inform the Supplier about



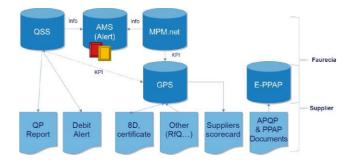
the new status and define clear exit criteria to recover the panel status.

In case no improvement on above criteria are seen on the defined timeframe Faurecia will evaluate the need to escalate a special status toward customer and/or Suppliers accredited certification body. Faurecia will inform the Supplier about the risk of special status escalation.

- MPM.net is a Faurecia internal tool to record logistics concerns.
- GPS (Global Purchasing System) is an platform interactive for relevant communication and purchasina processes.
- E-PPAP is an interactive platform for APQP and PPAP tracking and storage.

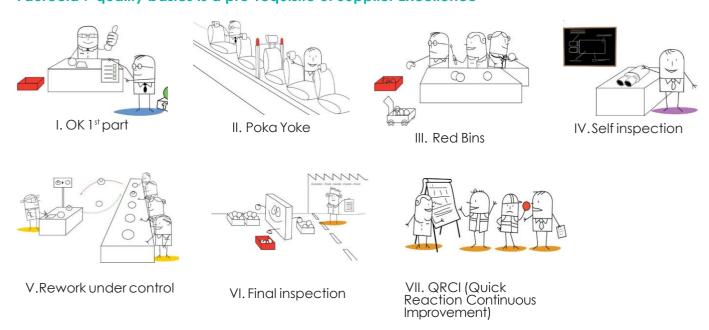
4.3 Supplier Quality Performance Tools

- QSS (Quality Steering System) is a Faurecia internal tool which records customer and Supplier claims (QP). It is used for Program, Serial life and warranty for quality and logistics complaints.
- AMS (Alert Management System) is a Faurecia internal tool which tracks high risky logistics or quality concerns. Yellow and Red Alert provoke escalation up to Faurecia Group Steering Committee.



4.4 Faurecia 7 Quality Basics

Faurecia 7 quality basics is a pre-requisite of Supplier Excellence





4.5 Record storage time

Minimum Archiving Periods

S/R with substantiating documents for evidence that the specific safety requirements are met.

Durability Documents

Definition, validation and substantiating documents for supplies (same as spare parts)

Records for identifying supplies for traceability Records of characteristic and parameters measured and tracked via control plan

Product audit reports (in line with the scheduled verification and monitoring procedures)

15 Years or customer specific requirement Starting from the beginning of mass production Minimum duration of 15 Years after the manufacture of the last part

10 Years

Starting from the end of production

6 Years

4.6 8D Problem Solving Management

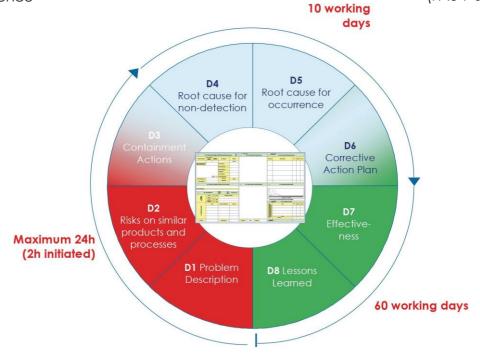
When purchased material does not meet standards (e.g. quality, engineering change level, adherence to test specifications, etc.), or last qualified PPAP, a quality claim (QP) is emitted by Faurecia by e-mail.

The Supplier is requested to:

 submit to Faurecia standard 8D document using the procedure and chapters below to document the problem and prevent its reoccurrence

- Upload the 8D document via the Faurecia Supplier portal named GPS (Global Purchasing System)
- In case of non conform parts Faurecia will keep them for Supplier disposal maximum 10 working days. In case no feedback from Supplier in between this time frame Faurecia will scrap them to the account of the Supplier.

Supplier is requested to use Faurecia standard only (FAU-F-SPG-4031).

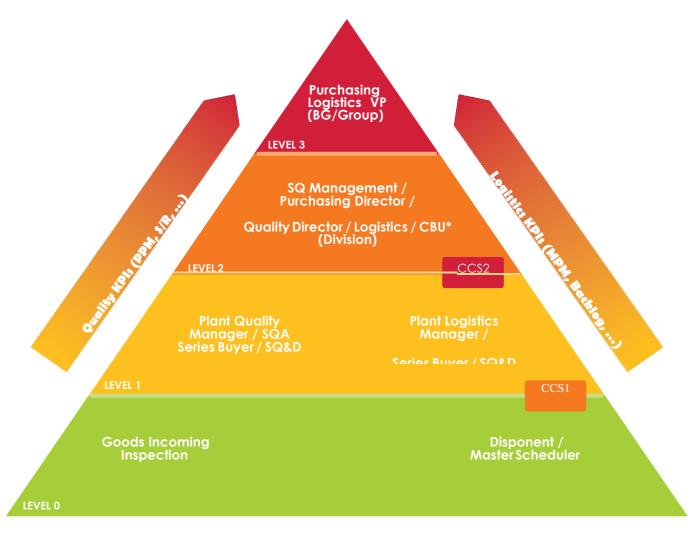




4.7 Escalation in case of poor Supplier Performance

A Supplier Red List Management is in place in each Faurecia Business Group. It consists of a monthly reviewed list of worst Suppliers.

The SQI (Supplier Quality Index) provides a ranking for the quality performance. It is a point-based scoring related to the Suppliers level of "nuisance" to Faurecia operations and the PFx impact. This escalation process leads to either a Supplier performance review or special audit.



*CBU (Customer Business Unit) to involve the OEM Purchasing



4.8 Total Value Optimization (TVO)/ Monozukuri

Faurecia in its search of competitiveness will support Suppliers to work on improving their own competitiveness through TVO.

The scope of TVO – Productivity process is to work with both, internal organization and Suppliers, with the aim to improve the competitiveness of our products by:

- Proposina internal product cost optimization with a team dedicated on Product value optimization (Improvement area Faurecia control) with support of Supplier.
- Supporting Suppliers to propose to Faurecia their ideas to contribute to cost optimization.

- Improving the Supplier competitiveness, through Lean Manufacturing approach.
- Joint Internal/External productivity on total value-chain improvement.

As part of TVO activity Faurecia is using Monozukuri approach to implement a state of mind, the spirit to produce not only excellent product/process, but also have ability to constantly improve the production system and its processes.

"Monozukuri is the process to making things."

Supplier Quality & Development will conduct Monozukuri activities with agreement of Suppliers to improve their competitiveness.





05. Warranty Management

5.1 Scope

This addendum sets forth the method for the handling and settlement of costs incurred from the delivery of defective goods by Suppliers to Faurecia. The basic method of recourse is the application of the principle that the party supplying the defective goods shall be responsible forcosts associated with all (Supplier fault) warranty related complaints, costs and expenses. The purpose of the warranty process is to provide for the passthrough of all warranty costs from OEM to the Supplier that has provided the defective goods.

5.2 Supplier Organization

All Suppliers shall establish and maintain resources to support Faurecia warranty requirements. Suppliers shall also appoint a warranty engineer as a single point of contact to Faurecia for warranty support, issue tracking and product improvement.

5.3 Management Requirements / Quality **Procedures**

All Suppliers shall provide a Warranty Procedure and Flow Chart documenting a Warranty the system for control, analysis integration into corrective action the production process.

The procedure shall include part scheduled warrantv reviews emerging warranty issues. Faurecia will notify Supplier warranty designates in advance, when their participation is needed in such reviews.

5.4 Warranty Parts Return

Faurecia receives only a small sampling of the parts replaced by dealers. Within two weeks after receiving warranty parts from an OEM customer, Faurecia shall make available to the Supplier the warranty parts received, if with copies of all available documentation (as provided by the OEM customer) for traceability, investigation and corrective action purposes.

Faurecia together with our OEM customer performs part pre-analysis and defines possible factors, recognition of responsibility for customer complaints during warranty review meetings. This is done by examining the parts, reviewing dealer service comments, records and part tags attached to each returned part.



5.5 Warranty Parts Review, Containments and Problem Solving

Upon receipt of a warranty claim, Suppliers shall respond within the specified limits, utilizing only the array of available responses as set forth below:

Category 1: Responsibility of Supplier (Sample provided by FAU Supplier) Category 2: Trouble Not Found NTF (Sample provided by FAU Supplier) Category 3: Responsibility of Dealer and/or Customer

Reporting Tool – 8D and Required Response **Time Frame**

- Supplier will undertake to receive and respond to an 8-D Problem Action report which is the official communication tool for reporting and resolving problems.
- The required Response time frame is as follows:
- An initial response to a critical problem (essentially the containment action/8D report: Steps 1 to 3) is required within 24 hours of receipt from Faurecia.
- A 5-Why analysis for ascertaining root causes and verification is required to be completed as part of the 8D process.
- -8D final response (with verified complete root cause analysis / 8D report: Steps 4 to 6) is required within 10 calendar days of receipt from Faurecia.
- If Suppliers fails to respond within Faurecia required time frame (24 hours for critical issues for section 1 of the 8D report and/or 10 working days for full root cause and final corrective action for section 2 and 3 of the 8D), Supplier will be deemed to have accepted the warranty claim and all warranty costs received from OEM and all other costs and expenses of Faurecia will be the sole responsibility of the Supplier.

Category 1: Responsibility of Supplier

Warranty part analysis results and actions shall be documented using the Faurecia standard 8-D format. This format is also utilized to monitor the effectiveness of corrective actions over time by each component.

Implementation of a testing process to verify actual root cause and determine corrective action for dealer claims is required of Faurecia by our OEM customers and must therefore be pass-thru to our Suppliers as well.

The Supplier shall keep all provided parts received as warranty for a period of 6 weeks from issue notification date.

Category 2: NTF - No Trouble Found

If NTF status is declared in the 8-D process, Suppliers must clearly describe document with data, how they arrived at this conclusion. In other words, NTF status in the warranty analysis process must follow systematic elimination of potential root cause factors. NTF typically describes a scenario whereby testing indicates the returned part méets Faurecia and/or our customer part and performance requirements as defined in purchase orders, PPAP and warranty terms and agreements.

Examples include: additional levels of testing, development of new test procedures, simulation of customer usage, verification to all applicable specifications, etc.

In some cases when the defect is proven at the customer, a compromise may have to be reached between Supplier, Faurecia, and Customer (shared %responsibility).



Category 3: Responsibility of Dealer and/or Customer

When the Supplier investigation has determined the defect to be Dealer or Customer miss- use, Suppliers need to provide all supporting documentation for approval of this category.

In the event that Faurecia disagrees with a Supplier response, Faurecia will give timely notice of its objection. Should Faurecia decline a submitted response the Supplier will be asked to amend it. A rejected Supplier response where the parties do not agree as to content effectiveness, shall not be binding upon Faurecia. The Supplier shall retain the affected components until the issue is resolved in a positive manner; such that Faurecia customers will concur with our Suppliers root cause and corrective action analysis, including supporting documentation.

5.6 Warranty Analysis Resources

Suppliers shall have proper equipment (commensurate with products, services and processes provided to Faurecia) or outside resources available when needed for warranty part conformance testing. This applies to all components, systems and vehicle requirements relative to the warranty issue under investigation. At Suppliers cost, Supplier shall conduct all components level testing (internal/external laboratories) and analysis of warranty returned parts within the Faurécia required time frame. For system level testing, Faurecia and Suppliers shall work together in good faith to determine the best testing method. Each party will absorb their own testing cost.

5.7 Implementation of Lessons Learned

Suppliers shall incorporate Lessons Learned from warranty analysis into their processes.

Suppliers shall produce a process/procedure outlining the use of Lessons Learned in the development of new products.

procedure shall include problem resolution, reporting of current issues, and how they are captured for future product

All Lessons Learned shall be part of the 8-D report (Customer and /or Faurecia 8D & LL format)

Lessons Learned database recommended for Suppliers.

5.8 Techical Support

Suppliers at their cost shall provide technical expertise for the review of Service Manuals, Service Bulletins, Service Repair Tips / Repair Catalogues, etc.

Suppliers shall assist in the development of service fixes as needed for warranty issue resolution/closure as it pertains to products and services provided.

5.9 Warranty Terms and Conditions & Recovery Cost – Charge-back to Suppliers

All of the associated warranty claim costs for Category #1 failures as noted above will be DEBITED to the responsible Supplier.

The terms of the Supplier warranty granted to Faurecia will be not less than the coverage provided by OEM manufactures to their end customers.

Note: Warranty coverage for purposes of determining OEM coverage, starts from the date of delivery to the end-customer.

In the event of an extension of the contractual warranty given by Faurecia to its Customer, Suppliers shall grant the same corresponding extension to Faurecia.



Warranty Terms and Conditions

Indicative only, refer to your counterpart for most recent updates on warranty T&C

Customer	Period of Time	Coverage in Miles	Warranty Cost	Charge-back Agreementby Customer	Warranty Requirements by Customer
BMW USA, Canada and Puerto Rico	5 years	70,000 miles	Monthly and Year-end deductions by the Customer	14 x Factor for the US markets	BMW GS-95004
BMW Europe and (Non US, Canada and Puerto Rico)	3 Years	100,000 Km	Monthly and Year-end deductions by the Customer	28 x Factor for the US markets	BMW GS-95004
Chrysler / Fiat	3 years	36,000 miles	Monthly Deductions	Technical Factor	Chrysler ADP
Ford	3 Years	36,000 miles	Monthly Deductions	Technical Factor	Ford SIMS
General Motors	3 years	36,000 miles	Monthly Deductions	Technical Factor	GM Warranty
Mercedes Benz	4 years	50,000 Miles	Monthly Deductions	Technical Factor	Mercedes Benz Warranty
Nissan	3 Years	36,000 miles	Monthly Deductions	Technical Factor	R-M Warranty
Renault	3 Years	36,000 miles	Monthly Deductions	Technical Factor	R-M Warranty
Volkswagen (USA & Canada)	4 years	70,000 miles	Monthly Deductions	Technical Factor	VW Warranty
Volkswagen (Non US & Canada)	3 years	100,000 Km	Monthly Deductions	Technical Factor	VW Warranty

Warranty costs

In the event that the Supplier delivers defective components, the Supplier shall indemnify Fau- recia against all expenses and costs incurred by Faurecia.

Faurecia reserves the right to set off its payment obligations against any amount which might be owed by the Supplier, on any grounds and of any nature whatsoever, including amounts corresponding penalties and quality claims.

In the event the products do not conform to the warranties granted to Faurecia, Faurecia may, without prejudice to Faurecia's right to claim for damages, charge the Supplier with, and the Sup-pliers undertakes to bear, all and any repair or replacement costs reported by the OFMs.

Faurecia shall make available to the Supplier the Charge-back warranty data (as provided by each customer)

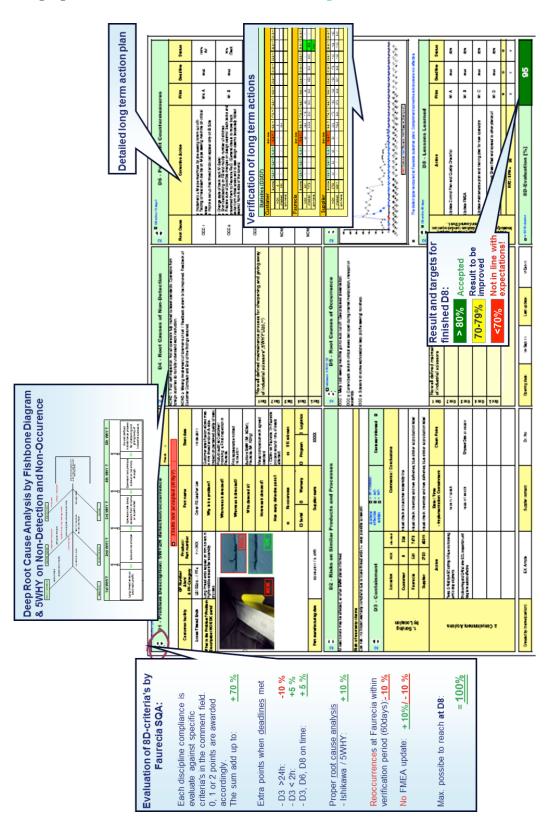
The warranty provisions set forth herein supplement the Faurecia Terms and Conditions of pur- chasing. The full warranties granted by Suppliers are set forth in Terms and Conditions of Purchas-ing of Faurecia.

The Faureciawarrantyclaim has the following five (5) basic elements, which represent the expense to the vehicle incurred by our OEM customer:

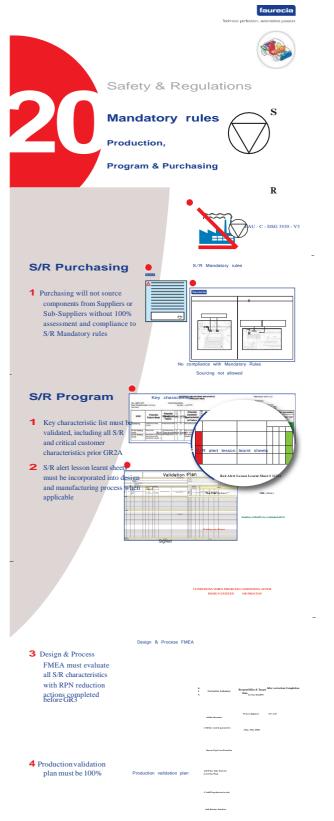
- (a) Labor: The standard repair time to replace or repair a failed part, based on the OEM vehicle time guide, multiplied by the average
- (b) Parts: Replacement parts purchased by Dealerships
- (c) Parts Handling: Charge for administration, shipping and handling of defective parts.
- (d) Sublet: Repairs or services provided by a third company (i.e.: machine shop, paint shop, etc.)
- (e) Indirect Cost: Consequential Damages caused to other components as results of the defective part. Consequential damages included also the cost for mobility (i.e.: loaner cars)

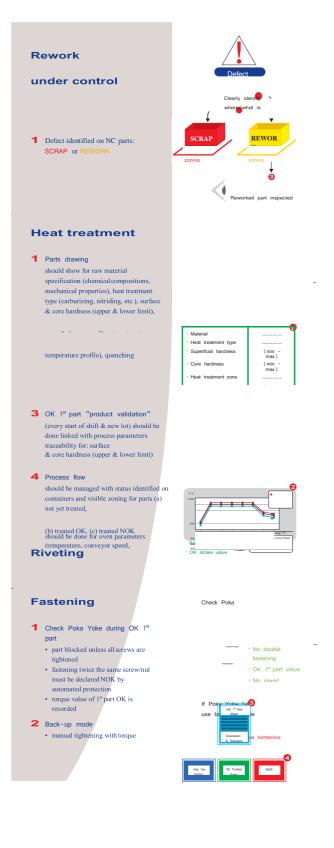
The foregoing elements illustrate the typical costs related to the repair and replacement of a defective component and are not an exhaustive list of the costs incurred with a warranty claim for which the Supplierwill be liable. Faurecia's rights are more fully set forth in the Faurecia Terms and Conditions of Purchasing and this document is intended to supplement such Terms and Conditions.

Appendix 1: 8D Template



Appendix 3: 20 S/R Mandatory Rules





completed & approved prior GR3

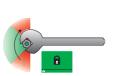


S/R welding

(1stpart OK)

- 1 Each weld compared to reference
- 2 Poka Yoke checked at every start of
- 3 Destructive or/and macrographic tests OK
- 4 Instructions for repair on NOK parts must be respected
- 5 Fixtures and tools checked (cleanliness, firm clamping)







Appendix 3: Glossary

8D	8 Disciplines methodology	In problem solving
AIAG	Automotive Industry Action Group	prosecution and
AMS	Alert Management System	
APQP	Advanced Product Quality Planning	Quality Planning
ASN	Advance Shipping Notice	
A-SPICE	Automotive Software Process Improvement and Capability Determination	
ASQ	Advanced Supplier Quality	Quality In Programs
BG	Business Group	
BOP	Bought Out Part	F
CAD	Computer-Aided Design	
CBU	Customer Business Unit	
CC\$1	Containment Controlled Shipment Level 1	additional 100% control by Supplier at its plant
CCS2	Containment Controlled Shipment Level 2	additional 100% control by external 3rd Party
CMMI	Capability Maturity Model Integration	
COP	Carry Over Part	
СР	Control Plan	
CPK	Process Capability Index	Short Term Process Index
CSR	Customer Specific Requirement	
D&D	Design & Development	
DFMEA	Design Failure Mode and Effects Analysis	
EU	Europe	
ECR	Engineering Change Request	
EDI	Electronic Data Interchange	
ePPAP	Electronic Production Part Approval Process	3 rd party Web-Portal for PPAP documentation inter- face with Supplier
FAU	Faurecia	
FES	Faurecia Excellence System	
FMEA	Failure Modes and Effects Analysis	Risk analysis to avoid failure in series
FOTP	First Off Tool Parts	
GPC	General Purchase Condition	
GPS	Global Purchasing System	IT "Supplier portal" application used to interface with Suppliers (Profile, RFQ, Certification, 8D upload,)
HSE	Health, Safety and Environment	
IATF	International Automotive Task Force	
IMDS	International Material Data System	
IS	Initial Samples	F: Echantillons Initiaux
KCC	Key Control Characteristics	
KPC	Key Product Characteristics	
KPI	Key Performance Indicator	
LISA	Leveling Information System Application	
LL	Lessons Learned	
LPDS	Logistic Part Data Sheet	
MPM	Mis-deliveries per Million	
MPT	Mass Production Trial	
MSA	Measurement Systems Analysis	
Nb	Number	
NTF	No Trouble Found	
OEM	Original Equipment Manufacturer	



·faurecia

OHSAS	Cooungianal Health and Safaty Assessment Sarias	
	Occupational Health- and Safety Assessment Series	
PC&L	Production Control & Logistic	5 1 1 0 1 0
PCR	Purchased Part Change Request	Form to be used by Supplier for communica
PF	Perturbation of Flow	
PF4	Disturbance of flow level 4, i.e. any disturbance to Customer's production leading to a claim from the Customer (whatever the level of disturbance at the Customer's (such as rejection, sort-out, stoppage production line) for which the Supplier is held responsible).	
PMS	Program Management System	
PO	Purchase Order	
PPAP	Production Part Approval Process	
PPM	Parts Per Million	
PSW	Part Submission Warrant	
QAA	Quality Assurance Agreement	
QCD	Quality Cost Delivery	
QMS	Quality Management System	
QP	Quality Problem	Quality claim entered in QSS
QRCI	Quick Response Continuous Improvement (named QRQC	Team, gemba problem solving
	previously)	
QSS	Quality Steering System.	IT application collecting quality data – acces from Group. QualityIntranet.
REACH	Registration, Evaluation, Authorisation and Restriction of Chemicals	
RMM	Remote Monitoring and Management	
RPN	Risk Priority Number	
SC	Special Characteristics (also Key Characteristics)	Those retained as part of the control plan
SLI	Single List of Issues	
SLM	Supplier Logistic Manual	
SPQA	Supplier Process Qualification Audit	
SQA	Supplier Quality Assurance	
SQ&D	Supplier Quality & Development	
SQI	Supplier Quality Index	
S/R	Safety/Regulation	SRC Safety Regulation Characteristics
SVHC	Substances of Very High Concern	
TFC	Team Feasibility Committment	
TQW	Temporary Quality Wall	
TVO	Total Value Optimization	
SOP	Start Of Production	