

Supplier Manual

(Version 11)

voestalpine AUTOMOTIVE COMPONENTS
COLD STAMPING & ASSEMBLIES



Shaping the future

voestalpine

ONE STEP AHEAD.

Supplier commitment

As the world's leading provider in the manufacturing, processing and continuous development of complex, ready-to-install assemblies made from various materials (steel, aluminium, hybrid), especially for technology-driven sectors such as automotive, rail, aeronautics and energy, voestalpine employs more than

50,000 staff in

500 group companies and corporate locations in more than

50 countries across all

5 continents.

Our passion for detail, our expertise and our commitment keep us one step ahead all over the world when it comes to the research, development and manufacturing of cutting-edge vehicle body parts, and to protecting our environment and securing our future.

We are specifically committed to strategic and future-oriented industries such as mobility and energy. We maintain long-term customer relations and apply all of our knowledge to enhance the customer-specific value chain. As a result, we are a stable and dependable partner in a constantly changing global economic environment.

We are flexible.

Our decentralised structure enables us to provide our customers with faster and better solutions.

We are specialised.

As a worldwide network of experienced specialists, we bring the right minds and competences to the table for every project. We support and assist customers as a FULL-SERVICE PARTNER through our primary material expertise and through our own equipment and prototype manufacture, small-batch and high-volume production, surface treatment and the provision of spare parts.

We drive developments.

Being open towards new things and with the inquisitive mind of researchers, we think in visionary perspectives and far beyond the existing – because even the best things can still be further optimised.

With our 11 global production sites we have made it our objective to optimally support our customers on the road to globalisation and to new solutions in the field of lightweight automotive construction. We are a cold stamping specialist. For our components, we combine innovative connection methods with efficient automation in high-precision, cost-efficient serial production.

To both safeguard and build on these skills and abilities, it is essential for our highly qualified employees and supply partners to understand and consistently use both tried-and-tested and new methods for the assurance of quality and safeguarding of all processes.

As our supply partner, you additionally have efficient quality, environmental and energy management systems at your disposal and regularly use appropriate documentary evidence to show that these are working properly.



Our customers demand continuous quality improvement as well as our commitment to meet the 'ZERO-FAULT GOAL'. We equally expect our supply partners to have this same goal, which is based on the principle of continuous improvement. In this regard, it is essential that the customer-specific requirements regarding our products are passed on along the entire process chain all the way to the last subcontractor, and that their implementation and effectiveness are verified.

Our request to you, therefore:

Please familiarise your employees and subcontractors with the customer-specific requirements.

Dettingen, 23.07.2018

Dr. Harold Traxler

Managing Director

Karin Schwendemann

Managing Director

Thomas Block

Managing Director

Dirk Holder

Head of Purchasing

Changes

Section	Changes	Release
Version	V1	

	Initial version	01/01/2005
Version	V2	
4.8	Supplier escalation process	02/05/2006
Version	V3	
4.6.5	Spare parts supply	06/11/2006
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4.5	Changed from Gutbrod to voestalpine Stamptec Supplier selection process	01/01/2011
Version	V5	
4.5	Supplier selection process	17/06/2013
4.6	Supplier assignment and spare parts supply	
Version	V6	
	Supplier commitment	01/02/2014
1	Introduction	
3.8.5	Specifications for the requalification audit	
4.5.1	Selection process for production material suppliers	
4.6.2	Delivery requests	
4.6.5	Spare parts supply	
4.7.3	Supplier assessment	
4.8	Supplier escalation process	
5.5	Environmental requirements for suppliers	
6	Confidentiality	
7	Logistics specifications	
7.1	Central Purchasing	
7.5	Stocktaking	
8	Logistics specifications	
9	Terms and conditions of assignment	
Annex 1	Supplier assessment	
Annex 3	Special characteristics	
Annex 3	Three voestalpine Stamptec Group sites	
Annex 5	Other applicable customer-specific standards and policies	
Annex 6	REACH questionnaire	
Version	V7	
	Supplier commitment	18/03/2015
1	Introduction	
2	Purchasing strategy	
3.13	Advanced quality planning	
3.2	Product-Specific Quality Assurance Agreement (PQAA)	
3.4	Transport (now 7.3)	
3.5	Locational changes	
3.7.1	Process FMEA	
3.7.5	Periodic product requalification	
3.7.7	PPA procedure (production process and product approval)	
3.12	Maturity level validation/advanced quality planning	
4.1	Objectives and tasks of our supplier management	
4.2	Supplier management structure	
4.4	Process stage objectives and tasks	
4.5	Supplier selection process	
4.5.1	Production material suppliers	
4.5.2	Non-production material suppliers	
4.6.1	Blanket orders	
4.7.2	Supplier complaints management	
4.8	Supplier cooperation/supplier escalation process	
4.8.1	Flowchart for the supplier escalation process	
4.9.1	Supplier audit	
4.9.2	Supplier development plan	

6.1	Section 7 becomes Section 6 et seq.	
6.3	The Purchasing department of the voestalpine Stamptec Group	
6.4	Obligation to cooperate with the Purchasing department	
7.3	Minimum information on invoices	
7.6	DAP/DDP deliveries	
7.7.4	General	
7.8	Coil deliveries	
Annex 1	Deliveries	
Annex 2	Supplier assessment	
Annex 3	Supplier development plan	
Annex 5	voestalpine Stamptec Group sites	
Annex 6	Other applicable customer standards and policies	
Annex 7	Non-Disclosure Agreement	
Version	Supplier self-audit	
Version V8		
3.7.5	Table of Contents updated	
3.7.6	Periodic product requalification	
3.7.7	Samples, prototypes and pre-production parts	
4.6.1	PPA procedure (production process and product approval)	
4.7.3	Blanket orders	
4.9.1	Supplier assessment	
5	Supplier audit	
5.1	Environmental and energy management	18/09/2015
5.2	Environmental and energy guidelines/policy	
5.3	Environmental and energy targets	
5.4	Environmental and energy management system	
5.5	Continuous improvement	
6.5	Requirements for suppliers	
6.6	Stocktaking	
Annex 1	Under-delivery in relation to outsourced processes	
Version V9		
2	Name change to Automotive Components	
3.5	Modification of the Supplier commitment text passage	
3.6	Table of Contents updated	
3.7.1	Purchasing strategy	
3.7.2	Locational changes	
3.7.3	Special characteristics (SC)	
3.7.6	Process FMEA	
3.7.7	Production Control Plan (PCP)	
3.9	Change of central mail address for first sample reports	
4.5	Samples, prototypes and pre-production parts	
4.5.1	Tests rather than test	
4.6.4	Process capability	
5.5	Supplier selection process	09/09/2016
6.1	Production material suppliers/production equipment suppliers	
6.2	Delivery deadlines and periods	
6.3	Requirements for suppliers	
6.6	The voestalpine Purchasing department	
7	General Terms and Conditions of Purchase	
7.1	Obligation to cooperate with the Purchasing department	
7.2	Under-delivery in relation to outsourced processes	
7.4.1	General logistics specifications	
7.4.2	Foreword	
	Delivery note	
	Labelling of transport units and packaging units	
	Packaging	

7.5	Small transport units	
7.7.3	Delivery	
7.8	Deliveries	
Annex 1	Supplier assessment	
Annex 2	Supplier development plan removed	
Annex 3	Non-Disclosure Agreement removed	
Annex 3	voestalpine Automotive Components sites	
Annex 4	Supplier environmental management checklist removed	
Annex 5	Annex 5 becomes Annex 3	
Annex 6	Non-Disclosure Agreement removed	
Annex 7	Supplier self-audit removed	
Version	V10	
4.8	Supplier cooperation/supplier escalation process	
4.8.1	Flowchart for the supplier escalation process	
5.5	Requirements for suppliers	30/03/2017
6.2	General Terms and Conditions of Purchase	
7.2	Ex-works deliveries	
Annex 1	Supplier assessment	
Version	V11	
	Font as per new corporate design	
	Cover sheet	
	Supplier commitment	
2	Occupational health and safety added	
3.7	Customer, product and process specific requirements	
3.7.2	Production Control Plan (PCP)	
3.7.7	PPA procedure (production process and product approval)	
3.7.8	Disaster recovery plan	
4.5	Supplier selection process	
4.5.1	Production equipment	
4.6.4	Under/over-deliveries	
4.6.5	Delivery deadlines and periods	23/01/2018
4.6.6	Delayed deliveries	
4.9.1	Supplier audit	
4.9.2	Supplier development plan	
5.5	Requirements for the supplier	
6.2	General Terms and Conditions of Purchase	
6.6	Differences in stock	
6.7	Specifications for suppliers	
7.2	Ex-works deliveries	
7.4.2	Labelling of transport units and packaging units	
Annex 1	Supplier assessment	
Annex 3	Other applicable customer standards and policies	
Annex 4	General Packaging Regulation 'COILS'	

Table of Contents

SUPPLIER COMMITMENT	2
1 INTRODUCTION	9
2 PURCHASING STRATEGY	10
3 QUALITY MANAGEMENT	11
3.1 PREFACE	11
3.2 PRODUCT-SPECIFIC QUALITY ASSURANCE AGREEMENT (PQAA)	11
3.3 IDENTIFICATION AND TRACEABILITY OF PRODUCTS	11
3.4 QUALITY RECORDS	11
3.5 LOCATIONAL CHANGES	12
3.6 SPECIAL CHARACTERISTICS (SC)	12
3.7 CUSTOMER, PRODUCT AND PROCESS SPECIFIC REQUIREMENTS	12
3.7.1 Process FMEA	13
3.7.2 Production Control Plan (PCP)	13
3.7.3 Process capability	13
3.7.4 Labelling of parts with special characteristics	14
3.7.5 Periodic product requalification	14
3.7.6 Samples, prototypes and pre-production parts	14
3.7.7 PPA procedure (production process and product approval)	15
3.7.8 Disaster recovery plan	16
3.8 ZERO-FAULT STRATEGY	16
3.9 TESTS BY VOESTALPINE	16
3.10 MANAGEMENT OF NON-COMPLIANT PRODUCTS	16
3.11 FAULTY DELIVERIES	17
3.12 MATURITY LEVEL VALIDATION/ADVANCED PRODUCT QUALITY PLANNING	17
4 SUPPLIER MANAGEMENT	19
4.1 OBJECTIVES AND TASKS OF OUR SUPPLIER MANAGEMENT	19
4.2 SUPPLIER MANAGEMENT STRUCTURE	19
4.3 SUPPLIER MANAGEMENT PROCESS STAGES	20
4.4 PROCESS STAGE OBJECTIVES AND TASKS	21
4.5 SUPPLIER SELECTION PROCESS	22
4.5.1 Production material suppliers/production equipment suppliers	23
4.5.2 Non-production material suppliers	24
4.6 SUPPLIER ASSIGNMENT AND SPARE-PARTS SUPPLY	25
4.6.1 Blanket orders	25
4.6.2 Delivery requests	25
4.6.3 Quantity fluctuations in delivery requests	25
4.6.4 Under/over-deliveries	26
4.6.5 Delivery deadlines and periods	26
4.6.6 Delayed deliveries	26
4.6.7 Spare-parts supply	26
4.7 SUPPLIER PERFORMANCE	27
4.7.1 Order execution control	27
4.7.2 Supplier complaints management	27
4.7.3 Supplier assessment	27
4.8 SUPPLIER COOPERATION/SUPPLIER ESCALATION PROCESS	28
4.8.1 Flowchart for the supplier escalation process	29
4.9 SUPPLIER DEVELOPMENT	30
4.9.1 Supplier audit	30
4.9.2 Supplier development plan	30
4.9.3 Supplier support	31
4.9.4 Continuous Improvement Process (CIP)	31

5 ENVIRONMENTAL AND ENERGY MANAGEMENT.....	32
5.1 ENVIRONMENTAL AND ENERGY GUIDELINES/POLICY	32
5.2 ENVIRONMENTAL AND ENERGY TARGETS	32
5.3 ENVIRONMENTAL AND ENERGY MANAGEMENT SYSTEM	32
5.4 CONTINUOUS IMPROVEMENT	32
5.5 REQUIREMENTS FOR SUPPLIERS	33
6 SPECIFICATIONS BY PURCHASING	35
6.1 THE VOESTALPINE PURCHASING DEPARTMENT	35
6.2 GENERAL TERMS AND CONDITIONS OF PURCHASE.....	35
6.3 OBLIGATION TO COOPERATE WITH THE PURCHASING DEPARTMENT	35
6.4 MINIMUM INFORMATION ON INVOICES.....	35
6.5 STOCKTAKING.....	36
6.6 DIFFERENCES IN STOCK	36
6.7 SPECIFICATIONS FOR SUPPLIERS.....	37
7 LOGISTICS SPECIFICATIONS	39
7.1 PREFACE	39
7.2 EX-WORKS DELIVERIES.....	39
7.3 DAP/DDP DELIVERIES	40
7.4 LABELLING.....	40
7.4.1 Delivery note.....	40
7.4.2 Labelling of transport units and packaging units	41
7.5 PACKAGING.....	41
7.6 GENERAL	43
7.7 DELIVERIES BY TRUCK.....	43
7.7.1 Pallet cages	43
7.7.2 Euro-pallets.....	44
7.7.3 Small load carriers (SLCs)	44
7.7.4 Coil deliveries	44
7.8 DELIVERIES	45
ANNEX 1 – SUPPLIER ASSESSMENT	46
ANNEX 2 – SITES	51
ANNEX 3 – OTHER APPLICABLE CUSTOMER STANDARDS AND POLICIES	53
ANNEX 4 – GENERAL PACKAGING REGULATION ‘COILS’.....	53
LAST UPDATED: 02/2018	54

1 Introduction

We welcome you as a supply partner of the voestalpine Automotive Components, Business Segment Cold Stamping & Assemblies. We believe that this Supplier Manual is a helpful and valuable tool for you to become fully acquainted with our requirements and those of our customers. You will be measured and evaluated against these requirements. We therefore ask you to please read this Supplier Manual carefully and implement the specifications contained herein effectively and sustainably in your company.

Copyright notes

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This applies in particular to copies of any kind.

Overall responsibility for contents

The overall responsibility for the contents of this Supplier Manual lies with the Head of Purchasing of voestalpine Automotive Components Dettingen GmbH. The individual subject-related contents have been developed in close coordination with the relevant departments. This is a working document subject to continuous further improvement and our supply partners are therefore explicitly welcome to provide additional content-related input.

2 Purchasing strategy

The goal of ZERO-FAULT QUALITY is the core of our quality policy and the basic element of our quality management (QM) system. This high standard is also a central component of our purchasing strategy and of our supplier management.

Excellent conditions for a long-term, cooperative partnership are created by companies which:

- regard the principles of our quality policy as their own and also demand the same from their subcontractors in order to ensure end-to-end traceability;
- have a certified QM system (IATF 16949 or ISO/TS 16949, DIN ISO 9001 or VDA 6.1);
- improve and further develop their QM system on a continuous basis;
- are prepared to join us in forming a quality unit with the objective of uniform quality concepts;
- are prepared to introduce a certified environmental, energy, and occupational health and safety management system;
- offer competitive services at prices compatible with the world market and, upon request, provide appropriate evidence that the defined manufacturing process will be able to manufacture the product in question permanently, in the capacity required by the customer, and in accordance with the specifications;
- respond to our requirements in a timely and, most importantly, flexible manner;
- accept our terms and conditions of purchase, quality assurance agreements and Supplier Manual;
- provide support and advise as quality-enabling partners during the entire duration of the project;
- support our sustainable cost management process with foresight, swift responses and authority;
- are interested in building and maintaining a strategic partnership to stand out in the market through advanced expertise and innovation in an economically challenging environment;
- follow us and our customers into all relevant sales markets, acquiring specific knowledge and expertise of foreign markets;
- support our endeavours to improve the performance of processes and to increase flexibility and responsiveness through e-business technologies.

3 Quality management

3.1 Preface

The benchmark for the quality of our products and services is customer satisfaction. As a customer-oriented company, our quality management is geared towards understanding, recording and fulfilling the requirements of our customers above and beyond their expectations. It is therefore necessary for our suppliers to be fully integrated into our quality management processes. We regard ourselves as the link in the chain between customers and suppliers and are therefore responsible for continuity in the fulfilment of customer requirements.

3.2 Product-Specific Quality Assurance Agreement (PQAA)

The Product-Specific Quality Assurance Agreement (PQAA) contains parts-related specifications for the fulfilment of customer requirements which are either not explicitly contained in the specifications, standards and drawings at hand, or which will be highlighted specifically as vital product/process characteristics in the event of deviations due to the risk of further implications (e.g. test frequency, measuring and test equipment to be used, cleanliness of component). Depending on the purchase order, manufacturing process and complexity of the component, this PQAA is additionally drawn up with our suppliers and is considered an 'other applicable agreement'.

3.3 Identification and traceability of products

Deliveries to voestalpine are uniquely labelled with item numbers, batch details and, if applicable, manufacturer identification in accordance with labelling specifications. The supplier must ensure traceability by using labelling which is firmly attached to the component. In the event of a complaint, it must be possible to conclusively identify the rejected delivery in order to contain the volume of faulty parts and initial material.

3.4 Quality records

The supplier provides evidence of its quality assurance measures throughout the entire manufacturing process in the form of written quality assurance documents. The retention period for quality records for voestalpine's optional evaluation is 20 years after the production phase-out of the end product in which

the part manufactured by the supplier is installed. These records must be accessible for review by voestalpine upon request. They must be treated as confidential and must not be made accessible to third parties.

3.5 Locational changes

Any changes to production sites must be approved by voestalpine in writing. Depending on the customer requirement, the form of the request should be agreed and must comply with the specifications of VDA, Volume 2, as a minimum.

3.6 Special characteristics (SC)

If a component drawing indicates a special characteristic, this is subject to particular attention and special treatment. In the event of special characteristics, the specifications established in the VDA on special characteristics (SC) must be observed. Special characteristics may refer to aspects such as dimensions and tolerances and are divided into safety-relevant, important, indicative and normal characteristics. Based on its experience and the product and process design, the supplier must further ascertain whether it should determine and apply additional special characteristics.

3.7 Customer, product and process specific requirements

Our suppliers must ensure compliance of all products and processes with all customer requirements and with applicable legal and regulatory requirements, including spare parts and parts from third-party providers. Our suppliers must document the process with which they ensure that all processes, products and services provided by third parties meet the applicable legal and regulatory requirements of the export country, the import country and the destination country specified by the customer, provided these are communicated to the organisation.

If the customer specifies special monitoring measures for certain products which are subject to legal and regulatory requirements, the organisation must ensure that such monitoring takes place as required and is maintained on a continuous basis, including for subcontractors and outsourced processes.

voestalpine and all subcontractors involved in the product creation process are obliged to ensure the quality of products and processes through suitable monitoring measures and continuous development of the manufacturing technology and tools being used. Common norms and standards must also be

reviewed on an ongoing basis for being up-to-date, and the development of quality management systems for our customers and for voestalpine must be pro-actively supported both for in-house production and for subcontracted work. We require all process participants to carry out regular audits to ensure that all customer, product and process specific requirements are being met, including in accordance with applicable AIAG standards (CQI), and also to approve the execution of such audits by external partners.

An excerpt of our key customers is included in the Annex.

3.7.1 Process FMEA

The functionally critical characteristics determined within the framework of quality assurance require a detailed process FMEA. voestalpine may view these documents following consultation with the supplier. voestalpine must be provided with the cover sheet of the FMEA results on request.

3.7.2 Production Control Plan (PCP)

The supplier must compile a PCP on the basis of the process FMEA for prototypes, pre-production parts and serial parts in accordance with the specifications set forth in ISO/TS 16949/IATF 16949 in their respectively valid version. Also refer to 3.7.7.

3.7.3 Process capability

Providing no specific customer requirement has been defined, the procedures to determine process capability must be conducted in accordance with VDA Volume 4.1 'Assurance of quality prior to use in serial production'. The supplier will conduct and document a detailed short-term capability analysis for functionally relevant characteristics. If the minimum Cmk value of 1.67 is not achieved, either optimisation of the machine or a 100% test is planned under economic considerations. Ppk values of ≥ 1.67 apply for provisional process capability. Faulty deliveries must be excluded by accompanying inspections.

For functionally relevant or process-critical characteristics within serial production, suitable procedures (e.g. SPC or manual control chart technique) are used to prove long-term process capabilities of $Cpk \geq 1.67$. Cpk values of ≥ 1.33 are specified as the target value for functionally irrelevant or non-critical characteristics.

The following deviating requirements apply for safety or legally relevant characteristics:

Short-term capability: $Cmk \geq 2.0$

Long-term process capability: Cpk values of ≥ 1.67

If these values are not reached, the supplier must safeguard its deliveries with suitable testing methods and optimise the production process to achieve the required process capabilities. Faulty deliveries and inadequate processes must be excluded by accompanying inspections and, if necessary, a 100% test. The supplier is responsible for determining and correctly defining functionally relevant or process-critical characteristics (unless specified) and, if applicable, for the suitable optimisation of the manufacturing systems or testing methods.

3.7.4 Labelling of parts with special characteristics

If the supplier is (jointly) responsible for the development of the delivered parts and/or services, it must evaluate the safety relevance and accordingly label technical documents, drawings and other documentary materials. The supplier is obliged to use the specified labelling unless otherwise agreed. It is furthermore obliged to implement the measures deducible from the label in serial production and to archive appropriate evidence.

3.7.5 Periodic product requalification

The supplier is obliged to check its deliveries for compliance with the specifications established by voestalpine or its customers on a regular basis. We expect proof of the periodic requalification of products and processes (VDA, Vol. 2) according to the requirements of the relevant customer, but no fewer than every three years. Technically expedient product groups may be formed after consultation with voestalpine. Any deviation must be agreed between the supplier and voestalpine in writing. The required documents are to be submitted to the requester within no more than five working days from the date of the written request. No costs may be charged for any potential expenses.

3.7.6 Samples, prototypes and pre-production parts

Initial samples, including their associated documents, must be clearly marked as such and must not be delivered along with series-produced items. Reliably specify our material number and supply additional key figures, default values and important information about the product creation within the scope of initial sampling without any request to this effect. If no initial sample prices have been agreed, prototypes and pre-production parts will be delivered in line with the serial production conditions agreed with voestalpine. Initial sample parts and their documentation are always free of charge.

3.7.7 PPA procedure (production process and product approval)

The PPA procedure serves to prove that requirements agreed with the customer are fulfilled in accordance with the drawings and specifications on hand. Within the framework of the PPA procedure, initial samples must be created in accordance with the guidelines and specifications of VDA, Volume 2. Unless otherwise agreed or specified by the customer, documents and samples are to be submitted in accordance with submission level 2 (FSR cover sheet, test results according to specifications, process flowchart, etc.). The Production Control Plan remains with the supplier for viewing unless otherwise agreed in writing (also refer to 3.7.2). Constituents must be entered into the International Material Data System (IMDS). The IMDS number and voestalpine material number must be noted on the FSR cover sheet.

The PPA report is to be sent in advance to fsr-supplier@voestalpine.com. In the case of mechanical fixing elements, default values must be provided within the scope of initial sampling without any request to this effect. Any missing or incomplete sampling documentation or IMDS records will be charged at the actual cost of additional expenditures.

Unless agreed otherwise with the supplier, at least six samples must be delivered together with sampling documentation and a separate delivery note specifying the reason for the sampling. Initial samples must be clearly labelled as such upon delivery and must be delivered separately. Initial samples must always be manufactured in accordance with the workflow intended for serial production and with the machinery, materials (including precursor material suppliers), tools and systems intended for serial production. In this case, production and final inspection tests must be conducted using the testing equipment and gauges intended for serial production.

Procedural or process-related deviations from specifications and instructions must be clearly noted on the cover sheet of the first sample report. The evaluation of the introduced samples is conducted by the QM department with the involvement of the testing and assessing departments. The supplier is informed of the overall approval in writing. Serial delivery may only occur following sample approval.

If additional sampling is required as a result of faulty deliveries of the components to be sampled or incorrectly created sample documentation with a subsequent detrimental rewinding of the sampling process by voestalpine or our end customers, such cost will be estimated at the actual amount of additional expenses incurred.

3.7.8 Disaster recovery plan

The supplier is requested to set up an operational disaster recovery plan and to regularly verify its effectiveness. In the case of unforeseeable events (e.g. accidents, strikes, natural disasters), the capability to deliver must be ensured. This disaster recovery plan is to be presented to voestalpine upon request.

In addition, a notification process to voestalpine is to be set up that includes the extent and duration of any emergency situations which have an impact on voestalpine's business operations.

3.8 Zero-fault strategy

Within the framework of QM, the supplier must commit to the zero-fault goal, i.e. error-free delivery of products and services. If required, voestalpine and the supplier will agree on the period during which the zero-fault goal must be achieved as well as the interim targets to be met on the way. Unless otherwise agreed individually, the ppm values should be halved each year. The supplier is responsible for determining and correctly defining functionally relevant and process-critical characteristics (unless specified) on the basis of specifications and requirements, as well as for optimising the production processes and testing methods. The supplier must notify voestalpine immediately if it recognises or considers any products/services to be faulty.

3.9 Tests by voestalpine

Under consideration of the tests to be performed at the supplier, inspection and testing by voestalpine is limited to checks of the delivery documents, identity, packaging and any clearly visible, external transport damage to the packaging. Where feasible within orderly business processes, voestalpine will either inspect the assembly manufactured using the deliveries before starting the next manufacturing stage or the finished product manufactured using the assembly. Further tests will follow in accordance with the random sampling schedule, during assembly or in the course of further processing.

3.10 Management of non-compliant products

Any identified deviations from the specified requirements must be reported to the responsible department at voestalpine immediately. The affected parts may only be delivered subject to special approval, whereby the procedure must be documented in writing and the delivered goods labelled with this special approval.

3.11 Faulty deliveries

In the event of faulty deliveries, the supplier must remedy the situation immediately (replacement delivery, sorting or rework). voestalpine will immediately inform the supplier of any required sorting and/or rework.

Immediately upon having received this information, the supplier must decide who should conduct the required activities (own employees, external service providers, voestalpine). If voestalpine conducts the work or if external service providers are commissioned, the supplier must commission said work in writing. If the work is not commissioned in writing within the period specified by voestalpine, any required activities (sorting, rework) will be commissioned by voestalpine. Any incurred costs will be charged with consideration to unambiguous liability.

Any complaints will be estimated at the actual amount of additional expenses incurred. Complaints must always be responded to by means of an 8D report and using problem solving techniques such as the 'Five Whys' or Ishikawa. A statement on the immediate actions must be provided within 24 hours of the receipt of the notification of defects. An expanded version of the statement detailing the root cause analysis and the planned corrective measures is expected within five working days. The response to the completed 8D report must be made within ten working days. Any delays caused by further processing by the subcontractor or for other reasons (outstanding, rejected parts for root cause analysis) must be declared promptly in the form of an interim report. If specified deadlines are exceeded and reminders are required (reminder fee), e.g. for outstanding statements, the entire complaint quantity, irrespective of the inspection results or the actual faulty parts concerned, will become ppm-effective. Faulty goods must be labelled clearly and delivered with a separate delivery note.

3.12 Maturity level validation/advanced product quality planning

To develop, manufacture and establish new products/processes in line with the customer's quality requirements, systematic advanced product quality planning is required along the entire supply chain. Here, the development of the product/process is supported by a suitable advanced product quality planning process (see VDA – Maturity level validation for new parts – APQP Advanced Product Quality Planning), which is designed to ensure that the supplier meets all the requirements in full and on time. The supplier is responsible for the timely planning, implementation and documentation of all activities within the scope of the maturity level validation/advanced product quality planning. It will determine the responsibilities and deadlines for the individual activities in accordance with its organisational

structure. This requires intensive communication between the responsible parties (customer, supplier and subcontractors) and continuous monitoring of the project progress while meeting the deadlines (milestones) set by the customer.

4 Supplier management

4.1 Objectives and tasks of our supplier management

Due to increasing globalisation and the required presence on all relevant markets, we are dependent on reliable partners. Our supplier management team has the task of selecting suitable suppliers and consistently monitoring and improving their performance. Our objectives of increasing quality and lowering costs within the partnership make sure that we remain competitive. A solution and goal-oriented complaints management process and sustainable supplier development foster long-term strategic partnerships.

Any business relations are based on our service and cooperation criteria with suppliers. These are:

- ✓ Quality
- ✓ Costs
- ✓ Technology
- ✓ Logistics
- ✓ Communication
- ✓ Innovation

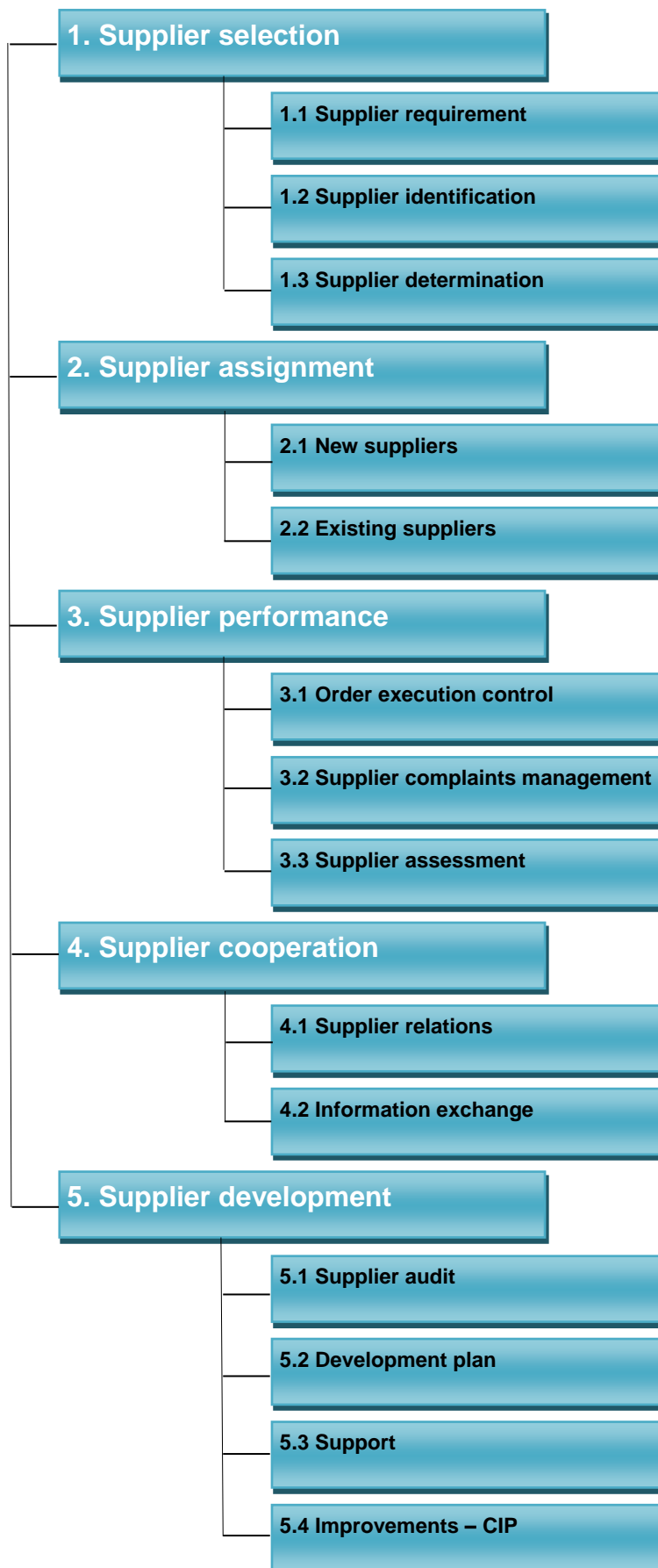
Our customers' expectations towards our services and cooperation are the same as the expectations we have towards our suppliers.

4.2 Supplier management structure

The stages of our supplier management process are governed by our supplier strategy. Our goals and strategy are tailored to the needs of our external and internal customers and proactively adapt to the changing framework conditions and new challenges.

The five main process stages (supplier selection, supplier assignment, supplier performance, supplier cooperation and supplier development) are presented in the structural overview that follows.

4.3 Supplier management process stages



Seamless documentation of all activities with/at the supplier in accordance with documentation specifications

4.4 Process stage objectives and tasks

Process stage	Process stage objective/task
1 Supplier selection	<ul style="list-style-type: none"> ▪ Preventative planning and evaluation of new suppliers in order to maintain a quality-compliant strategic and operational 'set of suppliers' ▪ Availability of suppliers for any technical challenge ▪ Transparency of supplier competence(s) ▪ Ensuring qualitative and on-time feasibility studies and proposals for award decisions ▪ Optimising the quality of procurement decisions ▪ Ensuring sufficient capacities at the suppliers ▪ Identifying and evaluating risks in the supplier chain ▪ Planning and executing methods for reducing the quality risk
2 Supplier assignment	<ul style="list-style-type: none"> ▪ Assignment to approved suppliers with analysed supplier performance ▪ Controllable and secured assignment to new suppliers ▪ Safeguarding all requirements for fault-free order assignment ▪ Supplier consent for the fulfilment of all agreements ▪ Management/monitoring of order execution/fulfilment
3 Supplier performance	<ul style="list-style-type: none"> ▪ Verification of the order fulfilment quality ▪ Determination of the target/actual status of agreed requirements ▪ Introduction of suitable measures in the event of deviations and monitoring their effectiveness ▪ Assessment of suppliers and positioning ▪ Analysis of assessment results and verifying the impact on the set of suppliers
4 Supplier cooperation	<ul style="list-style-type: none"> ▪ Partnership-based communication with suppliers ▪ Scheduled communication regarding goals, requirements and problems ▪ Targeted/special quality discussions with P-suppliers (P = problem) ▪ Information exchange regarding customer developments and trends ▪ Integration into our performance standards on quality, costs, technology and innovation
5 Supplier development	<ul style="list-style-type: none"> ▪ Supplier audits to indicate potential areas for improvement ▪ Development of measurement parameters, key indicators and performance criteria ▪ Creation of development plans for certain/selected suppliers

	<ul style="list-style-type: none"> ▪ Improvement of supplier efficiency ▪ Focus on joint performance orientation in the supply chain
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4.5 Supplier selection process

Suppliers are exclusively selected by the Purchasing department in close cooperation with the Development, Project Management, Quality Assurance, Logistics and Production departments of the respective branches. A strictly defined supplier approval process within our company group ensures that we only include companies in our supplier set who share our high standards and who, in turn, expect these high standards from their own suppliers. We classify our suppliers according to the goods and services supplied to us.

Our selection process includes the following criteria:

- a) Risk assessment in terms of a continuous and error-free delivery to customers;
- b) Relevant quality and delivery performance;
- c) Assessment of the supplier's quality management system;
- d) Sales volume in the automotive segment;
- e) Financial stability;
- f) Complexity of the products, materials or services to be procured;
- g) Technology required (product or process);
- h) Appropriateness of available resources (e.g. staff, infrastructure);
- i) Developmental capabilities (including project management);
- j) Manufacturing expertise;
- k) Change management process;
- l) Operational continuity planning (e.g. preparation for disasters, emergency planning);
- m) Logistical processes;
- n) Customer service.

A prerequisite for accepting a supplier into our list of suppliers is the successful completion of the qualification process in which the supplier proves that its own quality management systems comply with our requirements. This can take place by means of a potential analysis and/or the submission of the necessary information in the form of a supplier self-audit.

A qualified technical and commercial feasibility analysis must be carried out at the time the quote/proposal is issued by our supply partners and, depending on the complexity of the scope offered, be attached to the quote/proposal in the form of a detailed written report.

4.5.1 Production material suppliers/production equipment suppliers

Production material suppliers (also includes any outsourced processes) are suppliers who provide us with goods and services that are directly incorporated into our end products or that have a direct impact on the quality of the end products. These include, among others:

Production materials

- Slit strips, sheet metals, piping, circular material
- Components for assemblies (screws, nuts, pressed parts, turning parts, etc.)
- Outsourced processes (punching, coating, assembly work, cleaning and degreasing, welding, friction grinding, blasting, inspection during serial production, etc.)

Production equipment

- Services (e.g. sorting services, engineering services, etc.)
- Tools, tool components (e.g. standard parts), gauges, testing and measuring devices, outsourced processes for toolmaking
- Production facilities

Cooperation with these suppliers is based on a quality management system, the functionality of which must be proven by certification according to one of the following standards and specifications (unless required otherwise by our customers):

- ✓ IATF 16949 / ISO/TS 16949
- ✓ VDA 6.1
- ✓ DIN EN ISO 9001

The supply partner must provide evidence of the quality management systems by submitting a copy of the valid quality certificate on time and without a request to this effect.

Other optional approval requirements for production material/equipment suppliers are:

- Evidence of a certified environmental management system in line with DIN EN ISO 14001 or higher
- Evidence of a certified energy management system in line with ISO 50001 or higher

- Evidence of a certified occupational health and safety management system in line with ISO 18001 or higher
- Submission of a signed Non-Disclosure Agreement
- Submission of a completed supplier self-audit (FO-260)
- The overall classification 'Approved Supplier' in accordance with VDA 6.3 – P1
- Other approval verifications depending on the supplied good or service

4.5.2 Non-production material suppliers

Non-production material suppliers are suppliers who provide us with goods and services that are not directly incorporated into our end products but are instead required exclusively for the manufacturing of these end products. Any direct impact on the quality of the end products must be excluded. These include, among others:

- Maintenance materials for machinery, systems and buildings
- Indirect materials such as oils, greases, lubricants, technical gases, welding and grinding materials, cleaning materials, processing tools and office materials
- Services such as consulting services

Although a certified QM system is not mandatory for these suppliers, it is explicitly desired.

Other optional approval requirements for non-production material suppliers are (depending on the supplied good or service):

- Submission of a signed Non-Disclosure Agreement
- Submission of a completed supplier self-audit (FO-260)

4.6 Supplier assignment and spare-parts supply

4.6.1 Blanket orders

Our blanket orders are drawn up for either a specific or an unlimited period and presume that the supplier will achieve and maintain the agreed performance regarding quantity, quality, costs and delivery dates during serial delivery.

The specified target quantity p.a. (rolling) and necessary flex-rate in line with customer specifications must be ensured through an appropriate number of shifts per week. However, this is always an unbinding quota that we intend to request and there is therefore expressly no guarantee of purchase. Adherence to individually agreed production and precursor material approvals is imperative. If the supplier manufactures outside the agreed production and precursor material approvals it runs the risk that goods will not be requested. The individual provisions of the concluded and agreed delivery contract also apply.

4.6.2 Delivery requests

Delivery requests issued on the basis of the individual blanket orders are binding with regard to quantities and deadlines within the framework of the agreed production and precursor material approvals. All other quantities and deadlines are target figures and are therefore not binding. Deliveries deviating from our delivery requests are possible in individual cases, but only after prior consultation with our Material Planning or Purchasing department. In the case of premature deliveries, we reserve the right to reject acceptance at the supplier's expense.

4.6.3 Quantity fluctuations in delivery requests

Major quantity fluctuations may occur within the scope of delivery requests. These could be in the form of quantity increases or decreases per delivery schedule. Immediately upon receipt of the request, the supplier must ascertain its ability to react to and deliver the requested quantities.



In the event of emerging problems, the supplier must inform the Material Planning department of the relevant voestalpine production site within **24 hours** of receiving the request.

4.6.4 Under/over-deliveries

Production-related over-deliveries to an extent normal for the industry (max. 10% of the ordered quantities) are permissible in individual cases. Under-deliveries are equivalent to delayed deliveries and are generally only permissible subject to written approval from voestalpine. We reserve the right to charge the party responsible for any additional costs we incur as a result of it.

4.6.5 Delivery deadlines and periods

The delivery period specified in the orders or the delivery requests is binding. As a general rule, we assume that every good ordered and every service requested is immediately available and that any outsourced processes will be handled with a maximum lead time of 3 working days. Any deviations from this must be mentioned in writing at the time the quote/proposal is issued.

Compliance with the delivery deadline or period shall be based on the receipt of the goods at the relevant place of destination. Unless DAP/DDP delivery is agreed, the supplier must provide the goods in good time under consideration of the standard timescales required for loading and dispatch and give advance notice of them in line with the applicable routing order (<http://www.voestalpine.com/automotivecomponents/en/Locations/Europe/voestalpine-Automotive-Components-Dettingen/Dettingen-download-center/>). The supplier must also notify us in writing without delay of any circumstances that arise or that it identifies which mean that it will not be possible to comply with the delivery period specified on the order or delivery requests.

4.6.6 Delayed deliveries

Within the framework of commercial due diligence and the contractual agreements, the supplier must notify us of any emerging delays in delivery immediately, but no later than 24 hours from receipt of the delivery request or of the order. The supplier must take all available measures to prevent such delays. In this regard, the supplier must ensure uninhibited access to all applicable production sites as well as information exchange in accordance with the partnership-based cooperation which forms the basis of our contractual relations. We reserve the right to charge the party responsible for any additional costs we incur as a result of it.

4.6.7 Spare-parts supply

Our customers place great value on a high degree of efficiency in spare-parts supply. The spare-parts supply is therefore equally significant in relation to pricing, quality and adherence to delivery dates as

the supply for serial production. Spare parts are required as replacements when vehicle parts are exchanged. The supplier is obliged to supply voestalpine with spare parts during a minimum period of **15 years** after serial phase-out.



The scrapping of tools, equipment, residual parts stock, etc. may only be initiated with prior written consent from voestalpine.

4.7 Supplier performance

The performance of a supplier is permanently monitored and assessed during delivery. This is done using our order execution control, complaints management process or supplier assessment.

4.7.1 Order execution control

Our order execution control encompasses formal (e.g. identity, quantity, deadline, packaging, obvious faults) and special (according to inspection plan) incoming goods inspections.

4.7.2 Supplier complaints management

The supplier must ensure the flow of information and prompt processing of any complaints. This specifically applies to the creation and submission of an 8D report. Non-adherence to specified execution periods will trigger a reminder and may result in an escalation score. Such uncooperative behaviour will also negatively affect the supplier assessment. The resultant expenses must be borne by the supplier.

4.7.3 Supplier assessment

Supplier assessments are carried out regularly (at least annually) and form the basis for our further purchasing strategy. Where necessary and in the event of grievances and non-compliance with our requirements, the supplier will be invited to development and performance meetings. In this regard, we would like to refer to our supplier escalation process (Section 4.8).

The supplier assessment is presented and described in detail in Annex 1.

4.8 Supplier cooperation/supplier escalation process

Our supplier escalation process is a central component of our supplier management.

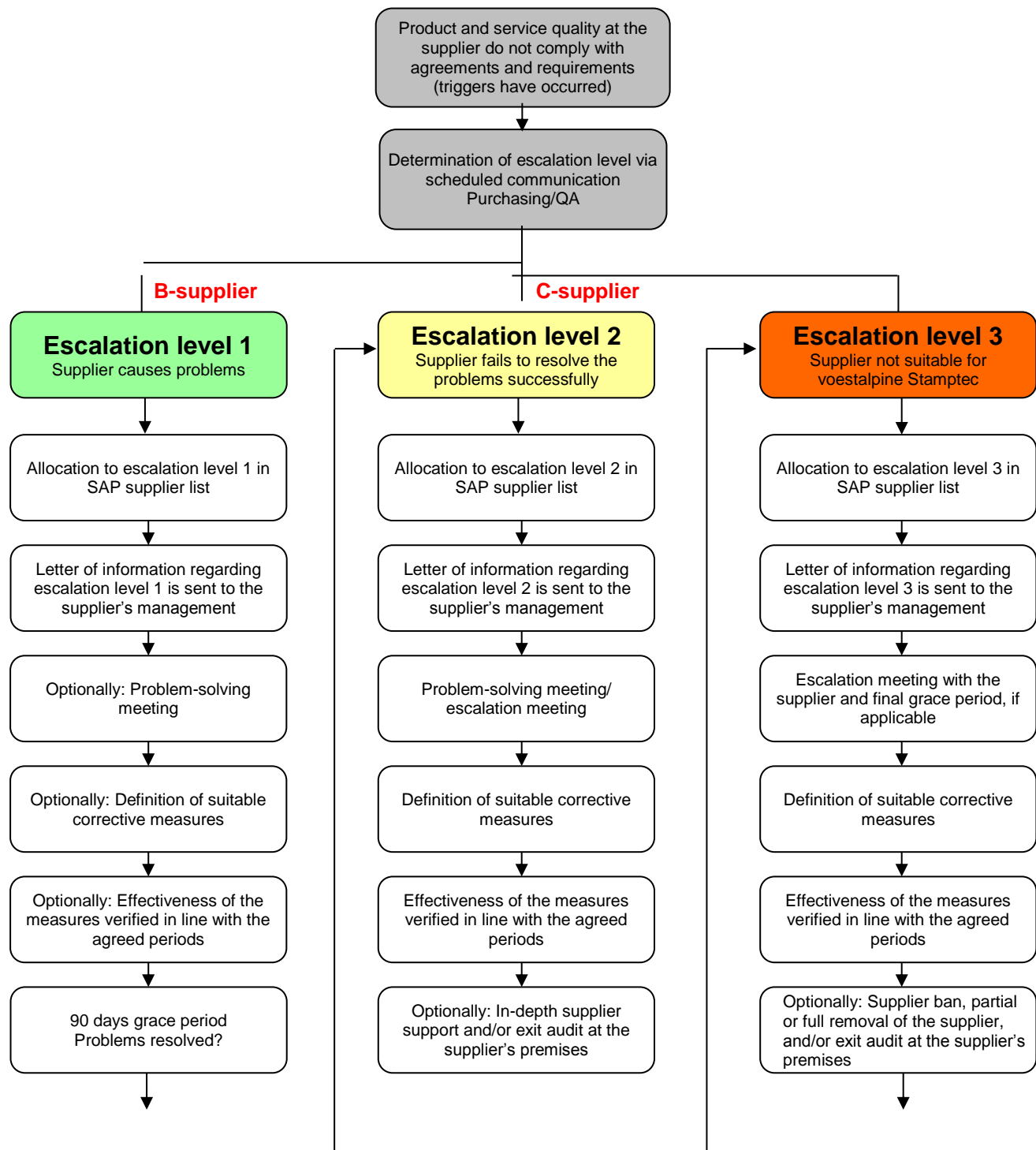
The objective of this procedure is the early detection of problems in the course of projects and production and the counteraction of these with suitable measures. In the event of faults or malfunctions caused by the supplier, this process allows us to define goal-oriented corrective measures and to make sure that they are being fully implemented since the content of the escalation levels is clearly defined. We aim at a successful application of escalation not only by intensifying measures, consequences and responsibilities with each increasing escalation level, but also by increasing our demands regarding the methodology and resources used for problem solving.

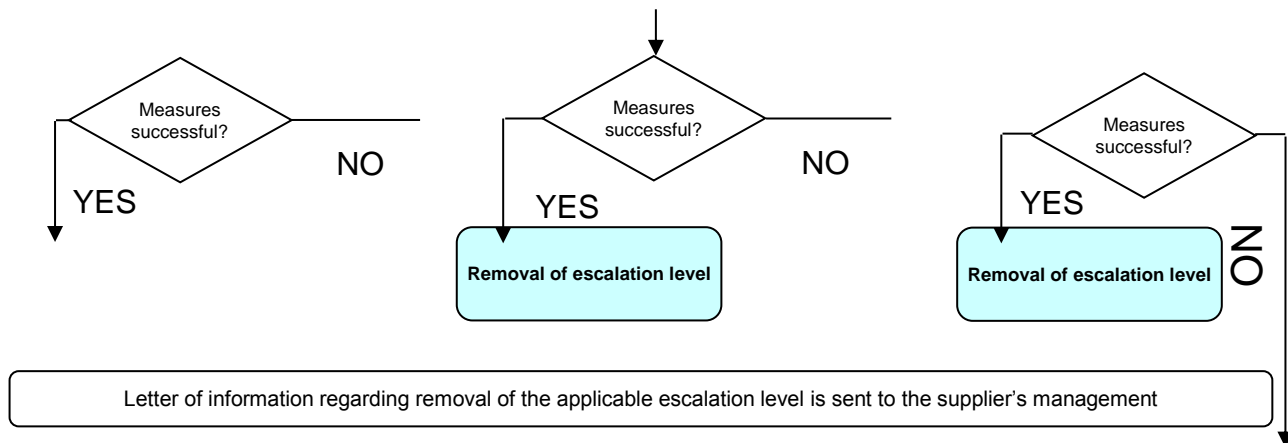
Our escalation procedures are contractually codified since our suppliers have committed to a zero-fault performance and to efficient improvements.

Escalation level	Trigger	Measures	Exit scenario
1 Supplier causes problems Product and service quality do not comply with agreements and requirements	Factually: <ul style="list-style-type: none"> Score as a B-supplier in the supplier assessment Potentially: <ul style="list-style-type: none"> Inadequate complaint behaviour (deadline, quality, content, delay of measures) Non-adherence to quantities and deadlines Inadequate willingness to cooperate Communication issues 	Factually: <ul style="list-style-type: none"> Letter of information regarding escalation level 1 to the supplier's management Potentially: <ul style="list-style-type: none"> Problem-solving meeting with the supplier to clarify and define suitable corrective measures (quality meeting, escalation meeting) 	90 days grace period Problems resolved?
2 Supplier fails to resolve the problems successfully	Factually: <ul style="list-style-type: none"> Score as a C-supplier in the supplier assessment Escalation level 1 not successful Supplier causes identical problems to a previous escalation within 24 months 	Factually: <ul style="list-style-type: none"> Letter of information regarding escalation level 2 to the supplier's management Problem-solving meeting with the supplier to clarify and define suitable corrective measures (quality meeting, escalation meeting) Potentially: <ul style="list-style-type: none"> Billable performance of measures at the supplier's premises (audit, process analysis, risk assessment) In-depth supplier support 	Quality meeting/ escalation meeting Potentially: Exit audit at the supplier's premises

<p>3</p> <p>Supplier not suitable for voestalpine</p> <p>'Business hold'</p>	<p>Factually:</p> <ul style="list-style-type: none"> Escalation level 2 not successful Special status with customer (e.g. QHelp) caused by supplier 	<p>Factually:</p> <ul style="list-style-type: none"> Letter of information regarding escalation level 3 to the supplier's management Escalation meeting with the supplier with final grace period, if applicable <p>Potentially:</p> <ul style="list-style-type: none"> Immediate ban of supplier for enquiries and new orders Partial or complete removal of the supplier 	<p>Escalation meeting</p> <p>Potentially:</p> <p>Supplier ban, removal and/or exit audit at the supplier's premises</p>
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4.8.1 Flowchart for the supplier escalation process





4.9 Supplier development

4.9.1 Supplier audit

We perform supplier audits in accordance with our audit schedule and, where needed, also based on a specific incident. The choice of the audit, organisation, planning and execution is done by an audit team appointed by our Purchasing department in close cooperation with the individual divisions. The supplier is informed of upcoming audits in due time and must ensure that these can be smoothly conducted. In the case of incident-based supplier audits (e.g. arising from an escalation level 2 classification), we reserve the right to carry out the procedure in the form of a 'surprise audit' and to charge the costs to the party responsible at a daily rate of €680 p.p. plus any applicable travel expenses, billed by full and half days.

4.9.2 Supplier development plan

The supplier can agree to an appropriate supplier development plan (target agreement) containing targets and agreements in various areas. We consistently monitor the punctual performance of the plan and its effectiveness. A review must be conducted at regular intervals. However, our supplier must also independently determine the priorities, types, scope and timing of internal developmental measures both for themselves and for their subcontractors and outsourced processes, and monitor the defined continuous improvement measures in terms of their effectiveness. The relevant verification documentation is to be transmitted to voestalpine upon request.

4.9.3 Supplier support

If requested and agreed, we will carry out support activities with the supplier.

4.9.4 Continuous Improvement Process (CIP)

The supplier must ensure that all processes associated with the production run are continuously analysed and optimised. The objective is to use insights gained to initiate the consistent implementation of improvement measures and monitor their efficiency.

5 Environmental and energy management

5.1 Environmental and energy guidelines/policy

We are aware of our responsibilities to the environment and people. We therefore regard putting environmental protection into practice as a matter of course. The careful usage of water, energy and raw materials, as well as the prevention of noise, air and ground pollution are important obligations we commit to every day – at all our sites and during all process flows.

5.2 Environmental and energy targets

Consistently sustainable commercial activities and the continuous systematic assessment of the potential and actual environmental impact of procurement, production and logistics activities as well as of new investments will contribute to our ability to keep our environmental impact as low as possible and to conserve natural resources to the greatest possible extent.

5.3 Environmental and energy management system

Our integrated management system supplies a central planning and monitoring tool for implementing our environmental policy, monitors our ambitious environmental and energy-related objectives and controls operational procedures with relevance to the environment and energy use. All documented responsibilities, procedures and activities are aligned to the respective operation/division-specific environmental requirements. We also involve our suppliers and contractors in our environmental and energy management system and try to ensure that suppliers adhere to the same environmental standards demanded from us by our customers.

5.4 Continuous improvement

We achieve continuous improvement in our environmental and energy-related work/performance through the following, for example:

- The best available system and machinery technology
- EMS and EnM as planning and control tools
- Boosting our employees' environmental awareness
- Internal environmental and energy audits

5.5 Requirements for suppliers

WE EXPECT

active support from our suppliers, disposers and all other contractors in the realisation of our environment-related activities – from order acceptance to final disposal.

WE EXPECT

our suppliers to handle raw material, products, packaging and waste correctly and in an environmentally conscious manner.

WE EXPECT

our suppliers to commit to the adherence of all environmentally and energy-related legal regulations, especially the adherence to substance prohibitions (such as those listed in Directive 2000/53/EC on end-of-life vehicles) and confirm the non-use of prohibited substances in writing. Substituted substances must be declared to voestalpine through an entry in the IMDS database and approved if applicable.

WE EXPECT

the responsibilities and authorisation of all persons with environmentally relevant tasks in cooperation with voestalpine to be documented and declared.

WE EXPECT

supplier/external company employees to comply with in-house specifications and regulations pertaining to occupational safety and environmental protection when entering voestalpine company premises. The relevant agreements require prior confirmation in writing.

WE EXPECT

our suppliers to be prepared to introduce a certified environmental management system in line with future developments/customer requirements. The checklist 'Environmental Management for Suppliers and Service Providers' is a component of the procurement documentation and must be completed, signed and returned to Purchasing within 14 days.

WE EXPECT

the supplier to approve and support the execution of environmental audits if these are deemed necessary by voestalpine.

WE EXPECT

our suppliers to commit to the adherence of all environmentally relevant legal regulations, especially the adherence to registration obligations (**in accordance with REACH Regulation 1907/2006 EC**) and substance prohibitions. Substituted substances must be declared to voestalpine and approved if applicable.

WE EXPECT

the requirements of **EU Directive 2013/59/Euratom (radioactivity)** to be implemented.

WE EXPECT

active support in our efforts to avoid the non-essential consumption of energy and implement energy-saving measures, and hereby inform you that your quotations and services will likewise be evaluated in the light of these criteria. For this reason, we request an objective presentation of the energy efficiency (based on a separate energy efficiency calculation) from suppliers of machinery and systems when submitting an offer as well as a recommendation of possible government subsidies.

WE EXPECT

our recycling service providers and disposal companies to ensure that products which deviate from the approved product or process do not re-enter the economic cycle but are rendered unusable before they are being disposed of. It is mandatory for our recycling service providers and disposal companies to document this process for evidence purposes. Disposal takes place after approval by voestalpine, as far as approval has been obtained from the customer. This only applies if the defective products cannot be reworked or repaired.

6 Specifications by Purchasing

6.1 The voestalpine Purchasing department

The Central Purchasing department of the sites listed in Annex 2 is based at our Dettingen/Erms site, Daimlerstr. 29. The details of the relevant contact partners can be found online.

6.2 General Terms and Conditions of Purchase

All current and future procurement cases are subject exclusively to our terms and conditions of purchase, our Supplier Manual and our routing orders. Should these documents be unavailable, they are available for download at our homepage

(<http://www.voestalpine.com/automotivecomponents/en/Locations/Europe/voestalpine-Automotive-Components-Dettingen/Dettingen-download-center/>).

We are happy to send you the relevant documents upon request.

6.3 Obligation to cooperate with the Purchasing department

Close cooperation between the supplier and Purchasing is imperative for the achievement of common goals. To guarantee optimum efficiency, transparency and coordination, the supplier agrees to work exclusively with Purchasing with regard to all commercial matters. The Purchasing department is exclusively responsible for the conclusion of blanket contracts, orders and procurement-related agreements. The supplier is requested to consistently reject any verbally received orders without a purchase order number. Invoices without an order reference will be consistently returned. Visiting appointments of any kind at any of our sites must be coordinated with the responsible purchaser, or the supplier must inform the responsible purchaser of upcoming appointments immediately (the parties involved must notify Central Purchasing).

6.4 Minimum information on invoices

The supplier must ensure that the following information is posted on invoices:

- (a) the legally specified mandatory elements
- (b) the voestalpine purchasing document number (delivery schedule, order, etc.)
- (c) the date of the purchasing document

- (d) the name of the ordering party
- (e) the voestalpine parts or item number
- (f) the invoice total with quantity units
- (g) the supplier's delivery note number with delivery date

Payment terms and early payment discounts are generally calculated from the date of receipt of the invoice by voestalpine.

We reserve the right to bill any additional work required due to a missing or incorrect delivery note or invoice information at the amount of the actual additional expenditure.

6.5 Stocktaking

Where we provide the supplier with free materials or parts for further processing, voestalpine may require stocktaking to be conducted several times per year. Such stocktaking must be performed by the supplier free of charge. voestalpine reserves the right to bill the supplier for the manufacturing costs of the deviating quantity.



Stocks must be reported in the specified period and form.

6.6 Differences in stock

Return deliveries of materials provided for outsourced processes with a process-related deviation of greater than 1% will result in an official claim by the department concerned in the form of a quantity-based complaint.

However, the maximum deviation rate for a rolling period of 12 months is restricted to 0.5%, whereby voestalpine reserves the right to assess all incidents and invoice the supplier for the manufacturing costs of the deviating quantity. As a matter of principle, every assembly and every delivery will be individually assessed; cumulation is not generally permitted. Any special provisions required are to be declared to voestalpine at the time the quote/proposal is issued and must be agreed upon in writing.

6.7 Specifications for suppliers

Verbal and written communications with us must be made in English and/or German.

We expect corporate social responsibility. For us at voestalpine it is important that corporate activities also take into account corporate social responsibility towards a company's own employees and towards society at large. This applies both to voestalpine itself and to its suppliers. voestalpine and its suppliers are committed to the principles and rights adopted by the International Labour Organization (ILO) in its "Declaration on Fundamental Principles and Rights at Work" (Geneva, 06/98), to the guidelines of the UN Global Compact initiative (Davos, 01/99) and to the Guiding Principles for Business and Human Rights of the UN (2011).

The following principles are of particular importance:

- Respect for human rights;
- Prohibition of child and forced labour;
- Positive and negative freedom of association;
- No discrimination based on gender, race, ethnic origin, religion or belief/worldview, membership in a union or similar, disability, age, sexual identity/orientation, nationality, marital status, political affiliation, veteran status, or any other locally and legally protected characteristics;
- Compliance with occupational health and safety requirements;
- Protection from individual arbitrary personnel measures;
- Ensuring employability through training and further education;
- Maintaining socially adequate working conditions;
- Creating conditions that allow employees to enjoy an appropriate standard of living;
- Remuneration that makes it possible to secure one's existence, including social and cultural participation;
- Achieving equal opportunity and family-friendly conditions;
- Protection of indigenous rights;
- Prohibition of bribery and extortion;
- Compliance with applicable laws and regulations.

With this in mind, we expect our suppliers to take appropriate measures to avoid bribery offences within their companies.

It is the responsibility of the supplier to ensure that their subcontractors also meet these expectations and act accordingly.

We expect compliance with COMMISSION IMPLEMENTING REGULATION (EU) 2015/2447 and that our suppliers commit to the originating status of their goods and services on a permanent basis. This declaration is to correspond to the required form and must cover the entire scope of delivery and the maximum possible period of time. Goods and services without preferential origin are to be listed also, but listed separately. We regard it as a given that our suppliers pay their employees in a timely manner, in full and at least at the minimum wage, while also fulfilling the additional provisions of the German Minimum Wage Act (MiLoG). Our suppliers furthermore undertake to use suitable measures to ensure that their appointed subcontractors likewise fulfil the provisions of MiLoG.

voestalpine is entitled to demand proof, at any time, that these provisions are being adhered to. Our suppliers will indemnify and hold voestalpine harmless for any and all third-party claims that arise from a breach of duty pursuant to MiLoG. Our suppliers are furthermore liable to voestalpine for any and all loss and damage that arises from the failure on the part of our suppliers or their appointed agents and subcontractors to fulfil the provisions of MiLoG.

We expect that our customers' specifications with regard to product safety officers at the supplier's premises (including from the 'Formel Q-Konkret' guideline) are fulfilled by our suppliers, regardless of whether quantities are currently being delivered to the customers in question. The tasks and requirements in relation to this role can be conducted by either one or more qualified and appointed persons or a responsible specialist department (Plant Manager, Head Of Quality Assurance). Until an official appointment has been made, the management must carry out this role in person.

We expect that our suppliers which are certified to DIN EN ISO 9001 strive for a certification in accordance with IATF 16949 or at least provide evidence of this standard by means of suitable measures.

A binding component of our General Terms and Conditions are the voestalpine AG compliance guidelines

(available at: <http://www.voestalpine.com/group/en/group/compliance/>).

7 Logistics specifications

7.1 Preface

The logistics specifications are valid independently of any other delivery conditions and form part of the contract, unless otherwise agreed in individual cases or on a plant-specific basis. If these logistics specifications are not complied with, the supplier may be billed for the arising additional costs or can be held liable for incurred losses of any type.

voestalpine uses computer-controlled automated transport devices and similarly controlled warehouses for storing delivered materials. To ensure smooth handling during the incoming goods, transport and warehousing stages, as well as traceability, the suppliers must observe a number of requirements when packaging and labelling the delivered goods as well as when using load carriers.

Efforts should be made to reduce the amount of packaging material for economic and environmental reasons.

This guideline describes the requirements for incoming deliveries and packaging with regard to quality, environmental aspects, economic aspects and occupational health and safety. It must always be observed when developing, designing and planning any packaging.

The responsibility for transportable, manageable packaging, which ensures safe and damage-free delivery to the place of use, is with the supplier. The supplier must furthermore inform voestalpine about optimum batch sizes (fill level per packaging unit, number of items per layer, number of items per pallet).

Any deviations from these logistics specifications must be approved by voestalpine in writing.

Incoming deliveries will be checked for compliance with the logistics specifications in the voestalpine Incoming Goods department.

7.2 Ex-works deliveries

Goods deliveries for which the shipping regulations exw place of shipment (Incoterms 2010) or FCA (Incoterms 2010) have been agreed with our Purchasing department are subject to our routing order (shipping regulations). The routing order defines the selection of shipping agents.

In the event of non-compliance with the routing order, the shipment's customer will be liable for the resultant freight costs. The current version is available from our download centre.

Notifications for these cases for suppliers from Germany are made on day A, collection on day B, and delivery on day C or D (keep in mind the transit time). The supplier is responsible for notifying the forwarding agents in good time (day A no later than 12.00 noon) so that we receive the goods at the time of the order.

Please also ensure that the order quantities are registered. Additional costs due to incorrect notifications, order backlog or any other breaches of contract will be charged to the supplier.

7.3 DAP/DDP deliveries

For DAP/DDP deliveries, the supplier is obliged to assure the quality all the way to the destination. In accordance with this requirement, forwarding agents must be included in the supplier's QM system. The modes of transport and packaging must have been approved by voestalpine. The supplier must ensure that the quality of the deliveries remains uncompromised during correct transport to the recipient as well as during processing in the Production department. If damage cannot be excluded with the use of the packaging specified, the supplier must indicate this and present suitable alternative packaging.

7.4 Labelling

7.4.1 Delivery note

Each incoming shipment must include a delivery note indicating the following information:

- Delivery note number
- Sender's details
- Automotive Components part number (6 or 10-digit)
- Automotive Components order number
- Product name
- Quantity per load carrier delivered
- Weight
- Number and type of all load carriers used

We recommend the use of delivery note DIN 4991/4994 or content according to VDA 4913.

For ex works shipments, the delivery notes should be attached directly and securely to the goods in plastic sleeves. For DAP/DDP shipments or DAP place of destination (Incoterms 2010), the supplier must

instruct its service provider to also hand over the papers upon delivery of the goods. In case of doubt, the delivery notes for these deliveries should also be attached directly to the goods in plastic sleeves.

7.4.2 Labelling of transport units and packaging units

Each transport/packaging unit should be labelled as follows:

- Pallet identification number
- Delivery note number
- Automotive Components part number
- Product description
- Quantity per transport/packaging unit
- Goods recipient
- Supplier
- Weight
- Delivery note date

We recommend the use of labels according to VDA 4902.

The labels must be attached in the dedicated label holders or clips. When using pallet cages, the labels must be attached to the short side.

Other labels must be securely attached to the load units using cloth stickers.

The labels should always be attached to the boxes on the left hand side of the lorry in the direction of travel.

7.5 Packaging

As a matter of principle, all packaging must be appropriate for the goods to be transported and the stresses to which they will be subjected during shipment. The packaging should be selected in consideration of economic and environmental aspects with regard to recyclability and/or reusability. We generally prefer the use of wood from responsible forestry management in order to prevent the use of tropical wood.

Reusable packaging should be used whenever logistically expedient and feasible. The separate billing of packaging materials and packaging expenses is not generally permitted.

In the case of overseas shipments, the packaging must be specially agreed upon with the respective plant logistics department.

The supplier will ensure compliance with the cumulated limit of 100 mg per kilogramme for heavy metals such as lead, cadmium, mercury and chromium VI in packaging and packaging components, as stipulated by the German Packaging Regulation ('Verpackungsverordnung') of 21/08/1998 (Federal Ministry for the Environment, Nature Conservation and Nuclear Safety ('BMU'); as amended).

Wood used for the manufacturing of pallets must be treated with a method recognised in accordance with the IPPC standard in compliance with the ISPM 15 standard (Guidelines for regulating wood packaging material in international trade) and indicated on the packaging by regulatory-compliant labelling.



If the disposal cost of disposable packaging has already been paid by the supplier, this must always be indicated.

Breakable goods must be clearly identified with the commercially typical icons. As a matter of principle, only one Automotive Components part number should be packed per transport unit. Where this is not expedient for cost or volume reasons, the transport unit must be divided vertically into separate packaging units for each Automotive Components part number and labelled as a mixed pallet.

Any existing residual quantities which deviate from our filling quantity specifications should also be clearly labelled with the phase 'residual container'.

Defective load carriers are not accepted or exchanged as a matter of principle. Any additional work such as repacking work and disposing of disposable packaging, which are caused by non-compliance with these shipping regulations, will be billed to the supplier.

7.6 General

Filling level of packaging:

- Large load carriers such as pallet cages etc.: max. 10 cm below the upper edge
- Small load carriers: max. up to the stacking edge

Cleanliness of packaging:

Only containers that are free of dust, oil and grease may be used.

If the cleanliness of the containers does not meet the quality requirements for the materials to be transported in them, the supplier must perform additional cleaning measures at its own expense, e.g. washing the containers.

Weights:

The maximum weight of a transport unit equals the indicated loading weight of the relevant load carrier, but must not exceed a maximum of 1,000 kg.

Maximum weight of cardboard boxes/small load carriers: 15 kg

Outlines:

Any weighing slips or loosely attached goods identification notes and third party barcodes from old labels etc. are not permitted as those will cause malfunctions in the automated transport and warehousing systems.

Securing the loads:

The entire pallet must be secured with a lid and strapped.

If no lids are available or the type of packaging is not suitable for a lid, edge protectors should be used for strapping.

7.7 Deliveries by truck

7.7.1 Pallet cages

The quality of the DB pallet cages used must meet EPal standards (www.epal-pallet.org). Any DB pallet cages used must meet standards DIN 15155 and UIC 435-3. Repairs to pallet cages must be effected professionally in accordance with goods standard UIC 435-4.

Pallet cages will be exchanged where possible or settled via account. Defective pallet cages will not be accepted or exchanged. To prevent injuries and protect the goods, the supplier is required to line each pallet cage with hard cardboard.

7.7.2 Euro-pallets

When delivered on Euro-pallets, the packaged goods must not protrude beyond the dimensions of the pallet. The quality of the Euro-pallets used must meet the EPal standards

(www.epal-pallet.org). Any Euro-pallets used must meet standards DIN EN 13698-1 and UIC 435-2.

Defective Euro-pallets will not be accepted or exchanged.

Euro-pallets will be exchanged where possible or settled via account.

7.7.3 Small load carriers (SLCs)

Deliveries in SLCs always occur upon instruction (packaging regulations or other contractual provision).

These can be delivered on either Euro-pallets or industrial pallets. Maximum stacking height including pallet: 980 mm

The stipulated container formats, container filling quantities and type of packaging can be found in the relevant packaging regulation. If no packaging regulation is available at the time of dispatch, the supplier must package the goods to be transported in a cost-neutral manner in line with the stresses to which they will be subjected during shipment. There can only be one residual container per Automotive Components part number. This placed at the very top of the packaging item and labelled with the residual quantity.

The supplier must make sure that the SLCs are clean. If necessary the supplier will clean the SLCs at its own expense. Under no circumstances may soiled containers be used for packaging and delivery.



The supplier is responsible for providing timely notification of empties using the known contact details.

7.7.4 Coil deliveries

Unless otherwise agreed in individual cases, the 'voestalpine General Packaging Regulation for Coils' in its respective current version applies (see Annex 4).

Individual agreements (including regarding maximum weights and dimensions) are included in the 'master list' (annual RFQ for steel) as well as in delivery schedules and orders (purchasing order text), among other places, and are therefore known.

7.8 Deliveries

The unloading point is defined in the framework agreement/request/order/EDI datasheet and must be conveyed to the relevant shipping agent by the supplier. The ramps in the Incoming Goods department can only be approached in reverse, have loading bridges with a width of 2,000 mm and accommodate a loading platform height of 800 to 1,400 mm.

Coils must be unloaded from the side with a forklift, or by crane directly in our coil warehouse.

The delivery trucks should be selected according to these conditions or indicated on the delivery note.

During delivery, other third party goods must not be placed on the loading platform in front of the voestalpine goods, which would first have to be unloaded before being able to unload the voestalpine goods.

In the event that any resulting load shifting activities lead to damage or destruction of the third party goods, voestalpine will only be liable in cases of intent.

Delivery vehicles must be in a roadworthy condition in accordance with the applicable legal regulations and suitable for the intended purpose.

They must have load securing facilities, pursuant to VDI 2700 et seq., according to the intended purpose.

At some voestalpine sites, deliveries effected 'DDP' can only be received by the Incoming Goods department after a prior timeframe arrangement. This does not apply for parcels (UPS, GLS, DHL, etc.). The delivering shipping agents must register their delivery on the online Transporeon platform. The login information for this platform can be requested from the applicable Plant Logistics department.

Annex 1 – Supplier assessment

Our supplier assessment is carried out by Central Purchasing in collaboration with local specialist departments and takes place at least once a year. This takes into account all production material suppliers (including any outsourced processes) as well as selected production equipment suppliers and non-production material suppliers that are of strategic importance due to type, scope, status, sales or developmental objectives. Exempt from assessment are suppliers that have not supplied anything in the assessment period, non-approved suppliers, suppliers with which a customer relationship also exists and 'associated enterprises'.

The following assessment logic is limited to the approach for production material suppliers; selected production equipment and non-production material suppliers are assessed exclusively on the basis of 'soft facts' (e.g. based on a project completion meeting).

Each assessment criterion is scored using points from 1 – 100 (100 being the best score and 1 the worst score). The assessment of the supply reliability meets VDA Recommendation 5001 (VDA 6.2). Criteria that have not been assessed are marked with n.a. (not assessed).

When assessing production equipment suppliers, the hard facts are not required.

Soft facts:

Soft facts are the impact criteria that cannot be measured by machines or that can only be captured in a system with unreasonable economic effort. This applies for both objective and subjective criteria. Soft Facts are marked (SF):

Regarding the individual criteria:

Quality

Quality ppm = ppm value (parts per million):

The received quantity of materials is compared to the rejected quantity and thus provides an indication of the physical quality of the received goods. The ppm value is determined using the following formula:

$$\text{ppm value} = \frac{\text{Defective parts}}{\text{Delivered quantity}} \times 1,000,000$$

We always base our approach on the 'ZERO-FAULT GOAL' and therefore award points as follows in the event of deviations:

■ 0 ppm	= 100 points
■ 1 – 100 ppm	= 80 points
■ 101 – 250 ppm	= 60 points
■ 251 – 500 ppm	= 40 points
■ >500 ppm	= 1 point

Quality complaints = complaint rate:

The complaint rate is a key indicator (lead indicator) that shows the statistical number of goods or services with defects. The complaint rate establishes the percentage ratio between the number of complaints (Q reports) and the number of incoming goods items. This rate reflects our supplier's service quality. This key indicator also enables us to interpret the costs that we incur during a specific period.

Calculation formula:

$$\text{Complaint rate} = \frac{\text{Number of complaints}}{\text{Number of incoming goods items}} \times 100$$

The following point scores apply:

■ 0%	= 100 points
■ >0-1%	= 80 points
■ >1-2%	= 60 points
■ >2-3%	= 40 points
■ >3%	= 1 point

Complaint behaviour (SF)

■ Very good	= 100 points
-------------	--------------

■ Good	=	80 points
■ Satisfactory	=	60 points
■ Unsatisfactory	=	40 points
■ Insufficient	=	1 point
■ Not assessed	=	n/a ('n.b.')

Audit result for potential analysis/product process audit according to VDA 6.3 or special customer status (e.g. QHelp) caused by supplier (knock-out criterion) (SF)

■ Overall classification A	=	100 points
■ Overall classification B	=	60 points
■ Overall classification C	=	1 point
■ Special status caused by supplier	=	1 point
■ Not assessed	=	n/a ('n.b.')



Knock-out criterion for the soft facts. Should the supplier have caused a special status with the customer, a score of 1 will be awarded for all the soft facts regardless of other criteria.

Delivery performance

Adherence to delivery dates and quantities, additional shipping costs (SF)

The adherence to delivery dates and quantities is calculated by the responsible materials planner by comparing the delivery quantity and the delivery date with the target specifications. If the delivery is generally made on the agreed date (max. 1 day earlier), we award 100 points. Otherwise the following deviations apply:

Deliveries mostly too early

■ Delivery 1 day early	=	100 point
■ Delivery 2 days early	=	80 points
■ Delivery 3 days early	=	60 points
■ Delivery 4 days early	=	40 points
■ Delivery >4 days early	=	1 point

Deliveries partly too late:

- | | |
|-------------------------|-------------|
| ■ Delivery 1 day late | = 80 points |
| ■ Delivery 2 days late | = 60 points |
| ■ Delivery 3 days late | = 40 points |
| ■ Delivery >3 days late | = 1 point |

Additional shipping costs (extra trips caused) (SF)

- | | |
|-------------------------|--------------|
| ■ No extra trips caused | = 100 points |
| ■ 1 extra trip caused | = 80 points |
| ■ 2 extra trips caused | = 60 points |
| ■ 3 extra trips caused | = 40 points |
| ■ >3 extra trips caused | = 1 point |

Purchasing

Competitiveness (value for money) (SF)

- | | |
|------------------|--------------|
| ■ Very good | = 100 points |
| ■ Good | = 80 points |
| ■ Satisfactory | = 60 points |
| ■ Unsatisfactory | = 40 points |
| ■ Insufficient | = 1 point |

Quality certification

- | | |
|---------------------------|--------------|
| IATF 16949 / ISO/TS 16949 | = 100 points |
| VDA 6.1 | = 80 points |
| DIN ISO 9001 | = 60 points |
| No certification | = 1 point |

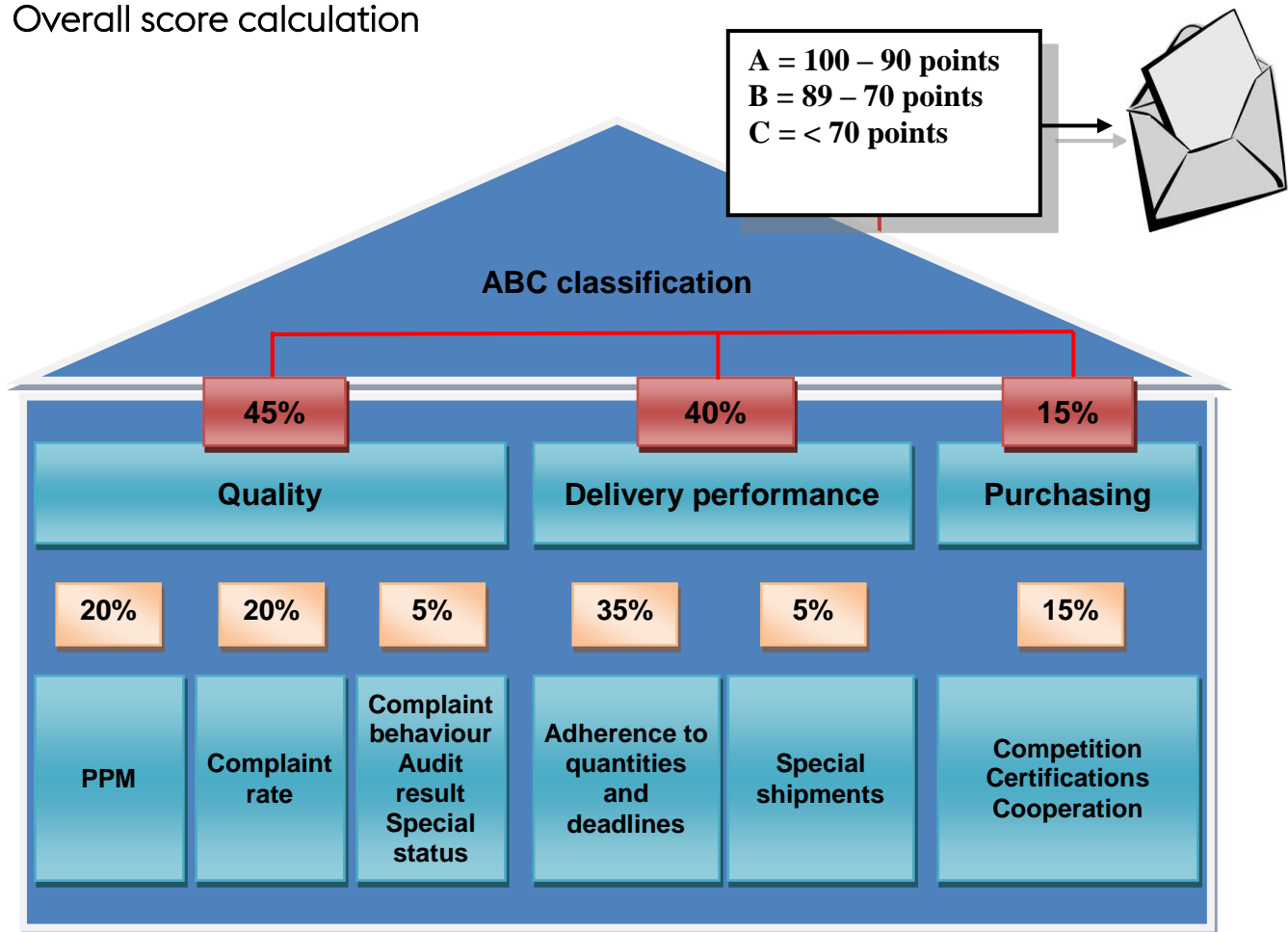
Environment

- | | |
|---|--------------|
| DIN EN ISO 14001 | = 100 points |
| Environmental questionnaire completed | = 60 points |
| Environmental questionnaire not completed | = 1 point |

Cooperation (SF)

- | | |
|----------------|--------------|
| Very good | = 100 points |
| Good | = 80 points |
| Satisfactory | = 60 points |
| Unsatisfactory | = 40 points |
| Insufficient | = 1 point |

Overall score calculation



Classification

A-suppliers:

As an A-supplier you will be given preference when it comes to new projects and will therefore not have any deductions during tender comparisons. You have proved to be a reliable partner and work on maintaining and further improving your high performance standard.

B-suppliers:

If you are assessed as a B-supplier, we believe that you have potential for improvement. As a B-supplier you will have deductions during tender comparisons. Where tender prices are the same as those of an A-supplier, preference will be given to the A-supplier when awarding the contract. To be able to discuss opportunities for improvement with you, you will fall under escalation level E1 (see escalation process).

C-suppliers:

If you are assessed as a C-supplier, there are severe deficits between our and our customers' requirements and your rendered performance. There are no grounds for successful collaboration and you will therefore be blocked for enquiries and new orders with immediate effect. You will be given the special status E2 in line with our escalation process.

Annex 2 – Sites



No.	Site/plant/company
1	Plant 1000 voestalpine Automotive Components Dettingen GmbH D – 72581 Dettingen/Erms
2	Plant 1020 voestalpine Automotive Components Dettingen GmbH Betriebsstätte phs-ultraform® center Schmöln
3	Plant 1100 voestalpine Automotive Components Schmöln GmbH D – 04626 Schmöln
4	Plant 2100 voestalpine Automotive Components East London (Pty) Ltd. ZA – 5601 East London
10	Plant 2300 voestalpine Automotive Components Aguascalientes S. de R.L. de C.V. MEX – 20340 Aguascalientes
5	Plant 3000 voestalpine Automotive Components Fontaine S.A. FR – 90150 Fontaine
6	Plant 4000 voestalpine Automotive Components Böhmenkirch GmbH & Co. KG D – 89558 Böhmenkirch

7	Plant 6000 voestalpine Automotive Components Nagold GmbH & Co. KG D – 72202 Nagold
8	Plant 7000 voestalpine Automotive Components Birkenfeld GmbH D – 55765 Birkenfeld / Nahe
9	Plant 7500 voestalpine Automotive Components Arad S.R.L. RO – 310394 Arad

Annex 3 – Other applicable customer standards and policies

This Supplier Manual includes our customers' specific standards, requirements and specifications in terms of quality, the environment and energy. If not at hand, the supplier must request these standards, requirements and specifications from voestalpine. The latest applicable versions apply, and the validity is also transferred to voestalpine's legal successors. If our documents do not clearly identify the end customer, the contractor must explicitly request the same.

A selection of some of our customers:



Regulation 'COILS'

Last updated: 02/2018

General specifications:

- We oblige our suppliers to actively ensure that they always strive for the maximum permissible coil weight <<coil - plant – press/workplace>>.
- The workplace is included in the purchasing order text and/or can be found on the 'master list'.
- 1 packaging item = 1 coil: Joint packaging of narrow individual strips is generally permitted; however, please take into account that each coil is to be declared and weighed on the delivery papers as an individual packaging item.
- Wooden spacers of >5 cm must be inserted between the strips within a pallet.
- The delivery of 'residual coils' and small outer coil diameters is generally prohibited. Exceptions must be announced and require written approval by voestalpine; otherwise the coil will be returned at the supplier's expense or, if customer supply requires it, any additional costs will be invoiced to the supplier due to increased set-up efforts (depending on workplace – average value approximately €280).
- Welding seams are not permitted.
- For safety reasons, only hardwood is permitted for coil packaging.
- When loading using C-hooks, please make sure that there is sufficient room for the C-hook; perform loading using wooden spacers, if necessary.

Plant-specific specifications:

Delivery to Plant 1000 Dettingen (DE-Germany; postal code: 72581)

Coils >= 5.5 t upright

Coils <5.5 t flat

Upright strips separately, not jointly packaged

Strips lying flat on 2-3 lengths of square timber >10 cm, continuing with 2 cross bars >8 cm

Delivery to Plants 1020/1100 Schmöln (DE-Germany; postal code: 04626)

Coils upright in well (delivery of coils lying flat not permitted)

For narrow coils -> with wooden spacers

Collar width max. 1,500 mm, upright strips

Delivery to Plant 4000 Böhmenkirch (DE-Germany; postal code: 89558)

Strips lying flat on 2-3 lengths of square timber >10 cm, continuing with 2 cross bars >8 cm

Max. pallet weight: 5000 kg

Delivery to Plant 6000 Nagold (DE-Germany; postal code: 72202)

Strips lying flat on 2-3 lengths of square timber >10 cm, continuing with 2 cross bars >8 cm

Max. pallet weight: 5000 kg

Delivery to Plant 7000 Birkenfeld (DE-Germany; postal code: 55765)

Max. outer strip diameter: see 'master list'

Max. pallet weight: see 'master list'

Strips lying flat on 2-3 lengths of square timber >10 cm, continuing with 2 cross bars >8 cm

Delivery to Plant 7500 Arad (RO-Romania; postal code: 310394)

Strips lying flat on 2-3 lengths of square timber >10 cm, continuing with 2 cross bars >8 cm

Max. pallet weight: 4,500 kg

Unless individually agreed, the data of the current 'master list' and of the order text from the delivery contract or the individual order applies.

Workplace	Plant	Inner strip diameter in mm	Outer strip diameter in mm	Max. outer strip diameter in mm	Max. strip weight in kg	Coil design
P0002	1000	508	1500	1850	8000	General and plant-specific specification
P0003	1000	508	1500	1850	13500	General and plant-specific specification
P0005	1000	508	1500	1850	8000	General and plant-specific specification
P0006	1000	508	1700	2000	23500	General and plant-specific specification
P0010	1000	508	1300	1600	5000	General and plant-specific specification
P0011	1000	508	1500	1850	12000	General and plant-specific specification
P0020	1000	508	1300	1600	5000	General and plant-specific specification
P0025	1000	508	1300	1600	4000	General and plant-specific specification
P0040	1000	508	1300	1600	4000	General and plant-specific specification
P0045	1000	508	1500	1600	4000	General and plant-specific specification
10001	1100	508	1570	1870	12500	General and plant-specific specification
10002	1100	508	1570	1870	12500	General and plant-specific specification
10010	1100	508	1600	1900	15000	General and plant-specific specification
10015	1100	508	1600	1900	15000	General and plant-specific specification
10020	1100	508	1570	1870	12500	General and plant-specific specification
10025	1100	508	1700	2000	25000	General and plant-specific specification
10030	1100	508	1500	1800	4500	General and plant-specific specification
10035	1100	610	1700	2000	25000	General and plant-specific specification
40002	4000	508	1300	1600	3000	General and plant-specific specification
40003	4000	508	1300	1600	3000	General and plant-specific specification
40006	4000	508	1500	1800	5000	General and plant-specific specification
40007	4000	508	1500	1800	5000	General and plant-specific specification
40008	4000	508	1500	1800	5000	General and plant-specific specification
41002	4000	508	1400	1700	5000	General and plant-specific specification
41003	4000	508	1400	1700	5000	General and plant-specific specification
AP0047	6000	508	1300	1600	3000	General and plant-specific specification
AP0048	6000	508	1300	1600	5000	General and plant-specific specification
AP0059	6000	508	1300	1600	5000	General and plant-specific specification
AP0061	6000	508	1300	1600	4000	General and plant-specific specification
AP0062	6000	508	1300	1600	5000	General and plant-specific specification
AP0063	6000	508	1300	1600	5000	General and plant-specific specification
AP0064	6000	508	1300	1600	5000	General and plant-specific specification
20	7000	508	Individually	Individually	Individually	Individually
40	7000	508	Individually	Individually	Individually	Individually
45	7000	508	Individually	Individually	Individually	Individually
50	7000	508	Individually	Individually	Individually	Individually
60	7000	508	Individually	Individually	Individually	Individually
65	7000	508	Individually	Individually	Individually	Individually
75	7000	508	Individually	Individually	Individually	Individually
80	7000	508	Individually	Individually	Individually	Individually
85	7000	508	Individually	Individually	Individually	Individually
90	7000	508	Individually	Individually	Individually	Individually
95	7000	508	Individually	Individually	Individually	Individually
100	7000	508	Individually	Individually	Individually	Individually
75300	7500	508	1000	1300	4000	General and plant-specific specification
75301	7500	508	1000	1300	4000	General and plant-specific specification
75302	7500	508	1300	1600	4000	General and plant-specific specification
75303	7500	508	1000	1300	4000	General and plant-specific specification
75313	7500	508	1000	1600	4000	General and plant-specific specification
75315	7500	508	1300	1600	4000	General and plant-specific specification
75316	7500	508	1000	1250	1500	General and plant-specific specification
75320	7500	508	1300	1200	4000	General and plant-specific specification
75321	7500	508	1500	1800	5000	Coils upright