General

Quality assurance agreement
Supplier commitment

As a globally leading provider in the manufacturing, processing and further development of advanced steel products, in particular for high-tech industries such as the automotive, rail, aeronautics and energy industries, voestalpine has approximately 48,500 employees in 500 group Companies and sites in over 50 countries on all five continents.

Thanks to our passion for detail, our expertise and our commitment, all over the world we are always one Step ahead when it comes to high-quality steel products, research and development, protecting our environment and securing our future. We are specifically committed to Strategie 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 decentralized structure enables us to provide our customers with faster and better Solutions.

We are specialized.
As a worldwide network of experienced specialists, we bring the right minds and competences to the table for every project.

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 optimized.

We, the voestalpine Automotive Components Business Segment Hot Forming & Assemblies (here in after simply voestalpine), have made it our objective to optimally support our customers on the road to globalization and with new Solutions in the field of lightweight automotive construction. We are a cold forming 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 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 GOAL5. 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:
Familiarize your employees and subcontractors with the customer-specific requirements.

Schwäbisch Gmünd, 01.05.2017

Benno Rammelmüller
General Manager

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Head of Production Planning
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1 Introduction
We welcome you as a supply partner of the voestalpine Automotive Components Business Segment Hot Forming & 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

The Copyright for this document is owned by voestalpine Automotive Components, voestalpine Straße 1, 73529 Schwäbisch Gmünd. This manual is protected by Copyright. Any use outside of the strictly defined limits of Copyright law without consent by voestalpine Automotive Components is not permitted and will be subject to prosecution. This applies in particular for copies of any kind.

Overall responsibility for contents

The overall responsibility for the contents of this Supplier Manual lies with the voestalpine Automotive Components Purchasing Director. 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.

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, 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 and energy management System;

offer competitive Services at prices compatible with the world market;

respond to our requirements in a flexible and timely manner;

accept our purchasing conditions, quality assurance agreements and Supplier Manual;

support and advise us as quality-enabling partners during the entire project period;

support our sustainable cost management process with foresight, swift responses and authority;

are interested in building and maintaining a Strategy 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 of foreign markets;

support our endeavor’s 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 fulfillment of customer requirements.

3.2 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.

3.3 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.
3.4 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.

3.5 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.

3.6 Product or process-specific requirements regarding quality assurance
The supplier is obliged to further develop the quality of products and processes through the suitable monitoring and continuous development of the production technology and tools that are used.

3.6.1 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.

3.6.2 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 of IATF 16949 in the respectively valid Version.

3.6.3 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 optimization 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 >= 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 >= 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 optimize 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 optimization of the manufacturing Systems or testing methods.

3.6.4 Labelling of parts with special characteristics
If the supplier is only 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.

3.6.5 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. In all events, we expect proof of the periodic requalification of products and processes (VDA vol. 2) according to the requirements of the relevant customer at least 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.

3.6.6 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.

3.6.7 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.

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 customer.

3.7 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. 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 optimizing the production processes and testing methods. The supplier must notify voestalpine immediately if it recognizes or considers any products/services to be faulty.

3.8 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 visible, external transport damage to the packaging. Where feasible within orderly business processes, voestalpine will either inspect the component group manufactured using the deliveries before starting the next manufacturing stage or the finished product manufactured using the component group. Further tests will follow in accordance with the random sampling schedule, during assembly or in the course of further Processing.

3.9 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.

3.10 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 relevant cost will be charged. Complaints must always be answered using an 8D report and, where necessary and upon request by voestalpine, through the use of Problem solving methods 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. The response to the completed 8D report must be made within five working days. If there is a release for the supplier in the CAQ-REM portal, these complaints must be reported back through this portal.

Any delays caused by further processing by the subcontractor or for other reasons (outstanding, rejected parts for 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.

3.11 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 organizational 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 globalization 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 Strategy partnerships.

Any business relations are based on our Service and Cooperation criteria with suppliers.

These are:
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

1. Supplier selection
   1.1 Supplier requirement
   1.2 Supplier identification
   1.3 Supplier determination

2. Supplier assignment
   2.1 New suppliers
   2.2 Existing suppliers

3. Supplier performance
   3.1 Order execution control
   3.2 Supplier complaints management
   3.3 Supplier assessment

4. Supplier cooperation
   4.1 Supplier relations
   4.2 Information exchange

5. Supplier development
   5.1 Supplier audit
   5.2 Development plan
   5.3 Support
   5.4 Improvements – CIP

Seamless documentation of all activities within the supplier in accordance with documentation specifications.
### 4.4 Process stage objectives and tasks

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<th>Process stage objective/task</th>
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| 1 Supplier selection | 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  
- Optimizing 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 | Assignment to approved suppliers with analyzed 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 | 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 | 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 | 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  
- Improvement of supplier efficiency  
- Focus on joint performance orientation in the supply chain |
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.

4.5.1 Production material suppliers/production equipment suppliers
Production material suppliers are suppliers who provide us with goods and Services that are directly incorporated in 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, etc.
- Components for assembly groups (screws, nuts, pressed parts, turning parts, etc.)
- Outsourced processes (punching, coating, assembly work, cleaning and degreasing, welding, friction grinding, blasting, etc.)

**Production equipment**

- Services (e.g. quality Controls, sorting Services, design 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
- 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
- Evidence of a certified energy management system in line with ISO 50001
- Submission of a signed Non-Disclosure Agreement
- Submission of a completed supplier self-audit
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 in our end products but are instead exclusively required 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

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. 12.5% of the ordered quantities) are permissible on exceptions. Under-deliveries are generally only permissible subject to written approval from voestalpine. We furthermore reserve the right to charge whoever caused the under-delivery 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. 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.

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. 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.

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.
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 upon the request for 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 behavior 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 refer to our supplier escalation process (section 4.8), which is used in the event of a negative supplier assessment.

The supplier assessment is presented and described in detail in Annex 1.
4.8 Supplier cooperation/supplier escalation process

- To fulfill with the high quality standards of VACSG (voestalpine Automotive Components Schwäbisch Gmünd), the automotive industry and the the zero-fault goal, effective methods for fault recognition, clearance and precaution will be required in the total supply chain.

- The v:SQS method of VACSG is to support the partner to reach the requirements in projects/pre-series, delivery quality and logistics.

- Partners who fulfill with the zero-fault goal and practice a defaults prevention, will not come into contact with the v:SQS

- With the three Q-levels, the v:SQS method ensures efficient cooperation between the VACSG and their partners.

Schematic representation of the v: SQS method at product lifecycle
Criteria and activities / classification of the project / pre-series phase

4.8.1 Flowchart of the supplier escalation process

**Q-Step 1**
- Criteria for level 1
  - Supplier presents several incomplete / incorrect sample documents.
  - Project plan deadlines were repeatedly missed although coordinated project plan.
  - Negative result in product creation sheet (RGA) without agreement.
  - VDA 6.3 audit classification C.
- Activities in level 1
  - Q-meeting with project team by VACSG and the competent partner's of the supplier,
  - Creation of an action and activity plan with a scheduled timeline.

**Q-Step 2**
- Criteria for level 2
  - Supplier has not fulfilled the measures and requirements of level 1 or exceeded the deadline.
  - Documents of the sampling are continuously not correct.
  - Again negative result in the product creation sheet (RGA).
- Activities in level 2
  - Q-meeting with the factory management, project team, purchasing department, and QM on the part of VACSG and the qualified Contact persons of the supplier
  - Creation of a Taskforce
  - Creation of a new action and activity plan
  - If necessary, use of internal personnel VACSG at the supplier

**Q-Step 3**
- Criteria for level 3
  - Reference to criteria for level 2
- Activities in level 3
  - Q-meeting with the QEM customer, management, factory manager, purchasing department and QM on the part of VACSG and Qualified contact persons of the supplier
  - Creation of a new action and activity plan
  - If necessary, escalation procedures of the QEM customer

**yes**
- Time of probation
  - Three month

**No**
- Time of probation
  - Six month

**yes**
- Downgrade
Criteria and activities /classification of the delivery quality

**Criteria for level 1**
- Critical / safety-related repeated errors despite the 8D report and corrective actions.
- Repeated sorting due to a critical error, with the same part categories.
- Following delivery that are declared as ok are not ok (repeated errors).
- Threatening supply bottleneck from VACSG to customer, or from supplier to VAC, caused by quality problems.

**Activities in level 1**
- Q-meeting with QM VACSG and the competent partner's of the supplier.
- Creation of an action with a scheduled deadline.
- Q-Gate 1 at supplier by supplier.

**Q-Step 1**

**Criteria for level 2**
- Supplier has not fulfilled the measures and requirements of level 1 or exceeded the deadline.
- Recurrence of an error from level 1.

**Activities in level 2**
- Q-meeting with the factory management, purchasing department, and QM on the part of VACSG and the qualified contact persons of the supplier.
- Creation of a new action plan with a scheduled deadline.
- Q Gate 1 remains. In addition, Q-Gate 2 at VACSG commissioned by external service providers from VAC.
- Creation of a Taskforce.

**Q-Step 2**

**Criteria for level 3**
- Reference to criteria for level 2.

**Activities in level 3**
- Q-meeting with the end customer, management, factory manager, purchasing department and QM on the part of VACSG and Qualified contact persons of the supplier.
- Creation of a new action plan with a scheduled deadline.
- If necessary, escalation procedures of the end customer.

**Q-Step 3**

- Time of probation two weeks
- Time of probation one month
- Downgrade
Criteria and activities /classification in logistics

Criteria for level 1
- 3 incorrect deliveries with the same error within ½ year (time window, labeling, shortage, packaging, delay, etc.).

Activities in level 1
- Q-meeting with QM and procurement by VACSG and the competent partner's of the supplier
- Creation of an action plan with a scheduled deadline.

Q-Step 1

Time of probation
two weeks

Criteria for level 2
- Supplier has not fulfilled the measures and requirements of level 1 or exceeded the deadline.
- Recurrence of an error from level 1.

Activities in level 2
- Q-meeting with the factory management, purchasing department, QM and procurement on the part of VACSG and the qualified Contact persons of the supplier.
- Creation of a new action plan with a scheduled deadline.
- Creation of a Taskforce.

Q-Step 2

Time of probation
three month

Criteria for level 3
- Reference to criteria for level 2.

Activities in level 3
- Q meeting with the end customer, management, factory manager, purchasing department, QM and procurement on the part of VACSG and Qualified contact persons of the supplier.
- Creation of a new action plan with a scheduled deadline.
- If necessary, escalation procedures of the end customer.

Q-Step 3

Downgrade
Withdrawal criteria in the project / pre-production phase
For the withdrawal of a classification in v: SQS, the agreed measures of the partner
must be implemented.
To solve the problem effectiveness control must be demonstrated. Within the
probation period, the problem must be solved. A re-audit according to VDA 6.3 must
be rated with B or better.

Withdrawal criteria in the delivery quality and logistics
For the withdrawal of a classification in v: SQS, the agreed measures of the partner
must be implemented.
To solve the problem effectiveness control must be demonstrated. Within the
probation period, the problem must be solved.

Costs and offsets of the additional expenditure in the v: SQS

Costs for special services * per person
- region  200 € / h (on arrival <200 km and total outlay<1 day)
- inland  2000 € / day (all inclusive) + 1500 € For each additional day
- europe  3000 € / day (all inclusive) + 1500 € For each additional day
- Overseas 7000 € / day (all inclusive) + 1500 € For each additional day

Accounting for administrative expenses**
- v:SQS Step 1  190 € per month
- v:SQS Step 2 und 3  270 € per month

* The term "special services" covers activities which can not be planned, which are carried out at v: SQS by the supplier or his sub - suppliers
Elimination of serious quality and logistics problems.

**The administrative overhead is the additional effort that VAC/GO has on a v: SQS level. This includes both expenses for the
(E.g. Q:talk, preparation / follow-up, etc.) as well as within the scope of the measures controlling.
4.9 Supplier development

4.9.1 Supplier audit
We perform audits in accordance with our audit schedule. The choice of the audit, organization, planning and execution is done by an audit team appointed by our Purchasing/QM 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 Q – Step 2 Classification), we reserve the right to carry out the procedure in the form of a ‘surprise audit’ and charge the costs to the party responsible.

4.9.2 Supplier support
If requested and agreed, we provide the supplier with support activities.

4.9.3 Continuous Improvement Process (CIP)
The supplier must ensure that all processes associated with the production run are continuously analyzed and optimized. 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

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 realization 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 authorization 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

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 REA CH 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 96/26 (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.

6 Specifications by Purchasing

6.1 General Terms and Conditions of Purchase

All purchase Orders are exclusively subject to the voestalpine General Terms and Conditions of Purchase (in their respective current Version). If required, these can be requested from the responsible purchaser or downloaded from the internet. The standard "ekif004_02_Anlage_Rahmenvertraege" has to be requested from the responsible Purchaser.

6.2 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).

6.3 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 discounts are generally calculated from the date of receipt of invoices 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.
6.4 **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.

6.5 **Process-induced under-delivery in relation to outsourced processes**
Deliveries with a deviation of greater than 1% will be officially complained about by the department concerned in the form of quantity-based complaints. As a matter of principle, every component group and every delivery will be individually assessed; cumulation is not generally permitted. To make use of this special rule, however, the supplier must have declared its process as critical in relation to voestalpine during the tender phase or in all events by no later than during initial sampling and provide evidence of this to voestalpine.

6.6 **Specifications for suppliers**
Verbal and written communications with us must be made in English and/or German.

Our customers’ specifications with regard to product safety officials at suppliers (including from the Formula Q-concrete) must be fulfilled by our suppliers regardless of whether quantities are already being delivered to the applicable customers. 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.

Suppliers certified to DIN EN ISO 9001 should strive for certification to IATF 16949 or at least provide evidence of this by means of suitable measures.

7 **Logistics specifications**

7.1 **Preface**
The logistics specifications are valid independently of any other delivery conditions and form pair 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.

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, shipping Companies 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 the delivery note acc. VDA 4913 / Shipping notification by dial-up.

For ex works shipments, the delivery notes should be attached directly and securely to the goods in plastic sleeves. For shipments DDP/DAP place of destination (Incoterms 2010), the supplier must instruct its service provider to provide the papers together with 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

Bach 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
- Date of production

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 stickers.

7.5 Packaging

As a matter of principle, all packaging should correspond to the shipped goods and the stress during transportation. 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 kilogram 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 (BMU - Federal Ministry for the Environment, Nature Conservation and Nuclear Safety, current version).
Wood used for the manufacturing of pallets must be treated with a method recognized 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.

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

**Weights:**
The maximum weight of a transport unit equals the indicated loading weight of the relevant load carrier.

**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

Pallet cages will be exchanged where possible or settled via account. Defective pallet cages will not be accepted or exchanged.

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-paliet.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.

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.

7.7.4 Others
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.