



# Supplier Manual

## **1. Purpose and scope**

The purpose of this Supplier Manual is to define the requirements and expectations for all suppliers delivering materials, components, services, or outsourced processes to Tru-Flex Sp. z o.o., part of Nelson Global.

The scope encompasses all direct suppliers, as well as customer-directed sources, unless otherwise specified in contractual agreements. The Manual serves as a guideline to ensure consistent standards in quality, purchasing, logistics, delivery, commercial terms, environmental responsibility, and ethical business conduct.

## **2. Tru-Flex Policy Statement**

Tru-Flex is committed to conducting business with integrity, transparency, and respect for people and the environment. We expect our suppliers to share these values by operating responsibly, complying with applicable laws, and supporting sustainable practices.

Our goal is to build long-term partnerships based on trust, on-time delivery, reliability, and continuous improvement throughout the supply chain.

## **3. Language of communication and working hours**

The official languages of communication with Tru-Flex are English and Polish. All correspondence, documents, and records shall be provided in English unless otherwise agreed.

Regular business hours are observed in the Central European Time (CET) zone, or during other working hours mutually agreed with Tru-Flex.

## **4. Sustainability**

Tru-Flex requires all suppliers to comply fully with the Tru-Flex Supplier Code of Conduct. This document defines mandatory standards regarding human rights, working conditions, environmental responsibility, ethical business practices, and responsible sourcing.

Compliance with the Code of Conduct is a condition for entering into a business relationship with Tru-Flex. Suppliers are expected to communicate and apply these standards throughout their own supply chains.

## **5. Supply Chain Management requirements**

### **5.1. Supplier selection and approval process**

A multidisciplinary team conducts supplier selection and includes an assessment of:

- the Supplier's risk of product conformity and uninterrupted supply,
- quality and delivery performance,
- the Supplier's quality management system,
- volume of automotive business,
- financial stability,
- the complexity of the purchased product, material, or service,
- required technology (product or process),
- adequacy of available resources (e.g., people, infrastructure),
- design and development capabilities (including project management),
- manufacturing capability,

- change management process,
- business continuity planning (e.g., disaster preparedness, contingency planning),
- logistics process,
- customer service,
- compliance with contractual and legal requirements, other requirements and agreements, including the Code of Conduct,
- competitiveness.

Tru-Flex maintains an Approved Supplier List (ASL). Only suppliers from the ASL are authorized to deliver direct materials, services, or outsourced processes.

A new supplier can be added to the ASL only after a successful qualification assessment using the Supplier Qualification Questionnaire.

Existing suppliers are subject to ongoing monitoring and are formally evaluated annually. Based on the results of the annual performance review, suppliers with poor performance may be removed from the ASL (see section: Supplier Monitoring and Development, Continuous Improvement).

## 5.2. Inquiries – RFQ, RFP, RFI

All supplier inquiries are handled through formal processes, including RFI (Request for Information), RFQ (Request for Quotation), and RFP (Request for Proposal). Suppliers are required to provide complete and accurate responses by the specified deadlines. Late or incomplete submissions may result in exclusion from the evaluation process.

Annual volumes listed in the RFQ are estimates only and provided for informational purposes, based on Tru-Flex customer forecasts. These quantities are non-binding and may increase or decrease depending on customer demand (see section: Purchase Orders and Forecast Method).

An offer submitted by a supplier constitutes confirmation of the capability to meet the specification and of available production capacity. Any request for deviation shall be submitted with the offer, using the Tru-Flex format if requested, or using the Supplier's documentation if approved by Tru-Flex.

Suppliers may be requested to provide cost breakdowns, which are submitted in the documented form provided by Tru-Flex. Furthermore, Tru-Flex may request that suppliers submit feasibility and capacity analyses/or financial reports (including profit and loss statements and balance sheets).

All drawings, prints, and specifications provided with an RFQ are considered confidential (see Section: Confidential Information Agreement).

An RFQ is not an application for recognition as a qualified Tru-Flex supplier; qualification is considered separately.

## 5.3. Purchase orders and forecast methods

### 5.3.1. PPAP order

Purchase orders related to PPAP parts are issued separately from standard production orders. Each PPAP order is accompanied by a PPAP checklist, which defines Tru-Flex requirements in detail. Suppliers are obligated to follow the checklist and provide all required documentation, as well as, if necessary, samples, in accordance with the specified timeline.

### 5.3.2. Tooling order

Tooling orders are non-serial purchase orders, issued separately from standard production orders.

All detailed requirements regarding tooling are defined in the Tooling Statement, which is provided together with the tooling order. Depending on the program, the ownership of tooling may remain with a Tru-Flex customer or become the direct property of Tru-Flex. In either case, the tooling must be used exclusively for parts specified by Tru-Flex. Suppliers are required to comply with all obligations defined in the Tooling Statement (Annex), including:

- maintaining tooling in a suitable condition for production,
- protecting tooling from loss, misuse, or damage,
- keeping an auditable record of all Tru-Flex or customer-owned tooling,
- not relocating tooling without prior written approval from Tru-Flex.

The tooling shall be clearly and permanently marked with the owner's name and other details provided with the Tooling Statement. Photographic evidence of specified tool identification must be provided with the PPAP paperwork before final payment. Failure to submit the required tooling documentation may result in delayed payment of the invoice.

Any changes, repairs, or replacements must follow the authorization process defined in the Tooling Statement.

Suppliers must maintain tooling and related parts for Tru-Flex for 15 years after discontinuation of the respective product, unless otherwise agreed.

### 5.3.3. Serial production order and forecasts

Serial production is based on purchase orders (POs) issued by Tru-Flex. Each PO specifies part number, revision, quantity, price, delivery date/dispatch date, and delivery terms. Suppliers are required to confirm acceptance of each PO within 48 hours from receipt. Lack of written confirmation within this period will be considered as acceptance of the order without reservations.

Tru-Flex also provides forecast information to support planning and decision-making. The provided forecast does not constitute a purchase order. It is solely an estimated indication of planned volumes, intended to facilitate planning and the management of constraining processes across the entire supply chain (such as production capacity, material flow, workforce availability, or supplier capabilities). Forecasts are non-binding and subject to change based on customer demand. The binding quantity is always defined in the official purchase order. The forecast is designed to support efficiency on the Supplier's side and ensure that production and deliveries to our customers are carried out on time and in accordance with requirements.

Should any events arise that may affect the agreed-upon delivery dates, suppliers are required to notify their Tru-Flex purchasing contact immediately and proactively, in order to develop an action plan to secure demand jointly.

### 5.4. Commercial: invoicing and payment terms

Invoices must be issued in accordance with the corresponding purchase order and applicable laws and regulations. Each invoice shall clearly state the purchase order number, part number, delivered quantity, unit price, currency, shipping terms, and delivery note reference. Only invoices issued correctly with complete and accurate data will be processed for payment; incomplete or incorrect invoices may result

in delays. Unless otherwise agreed in writing, Tru-Flex's standard payment term is 90 days from the date of delivery. Invoices must be submitted electronically to the address [plinvoices@tru-flex.com](mailto:plinvoices@tru-flex.com) and to your purchasing contact at Tru-Flex; paper invoices are not accepted unless explicitly agreed upon.

#### 5.5. Labeling

All deliveries to Tru-Flex must be clearly and accurately labeled to ensure traceability and efficient handling. Each label shall include, at a minimum, the purchase order number, Tru-Flex part number given in the purchase order, part description, revision, quantity, and batch/lot number. Labels must be securely attached, legible, and positioned so they remain visible during transport and storage.

If customer-specific labeling requirements apply, suppliers are obliged to follow them as specified in the purchase order or related documentation. Incorrect or missing labels may result in delivery rejections, the issuance of a logistics claim, or delays in payment processing.

#### 5.6. Packaging

Suppliers are responsible for ensuring that all products are packaged in a manner that guarantees safe transport, protection from damage, contamination, and weather exposure, as well as compliance with applicable European Union legal, environmental, and import regulations. Packaging must allow for easy identification of the content and handling without compromising product quality.

Packaging shall be appropriate to the size, weight, and quantity of the delivered parts to ensure safe handling, storage, and transportation. Oversized cartons or inadequate packaging are not acceptable. All packaging shall allow safe manual handling and comply with applicable health and safety requirements. Where applicable, parts shall be palletized to prevent damage and ensure stability during transport and storage.

Our warehouse is designed to handle Euro pallets with dimensions 1200 x 800 mm, and the maximum height of a palletized unit is 1000 mm. Pallets shall not exceed a total weight of 600 kg, unless otherwise agreed.

For steel suppliers, packaging requirements defined in the purchase orders are strictly applicable.

Packaging must be agreed upon with Tru-Flex prior to the first serial delivery and shall form an integral part of the PPAP procedure. Tru-Flex reserves the right to request packaging revisions after the first serial delivery, considered a packaging trial, or when packaging optimization is required.

Any use of returnable packaging must be coordinated and approved in advance by Tru-Flex. Inadequate or non-compliant packaging may result in delivery rejection, logistic claims, or delayed payment.

#### 5.7. Transport and delivery planning

All transportation and delivery arrangements must comply with the terms specified in the purchase order and related agreements. If transport responsibility lies with the Supplier, the Supplier is responsible for ensuring that deliveries arrive on time, in the ordered quantities, and at the correct delivery point. If transport responsibility lies with Tru-Flex, the Supplier must prepare the goods in accordance with the agreed-upon time, quantity, and location for pickup. Tru-Flex will notify suppliers in advance of scheduled collection details.

#### 5.8. Receiving hours

Warehouse receiving hours are specified in each purchase order. Any closure of the warehouse due to national holidays or plant shutdowns will be communicated in advance by the Tru-Flex purchasing contact. Suppliers may be requested to provide delivery notifications. The purpose of such notifications is to optimize unloading, warehouse scheduling, and related logistics processes.

#### 5.9. Delivery documentation

A delivery note must accompany each shipment to Tru-Flex. At a minimum, the packing slip shall include the following information: the Tru-Flex part number, part description, purchase order number, delivered quantity, and the number of containers or pallets. Additional documents, such as the bill of lading, CMR, or other transport documentation, may be required depending on the Incoterms or specific purchase order instructions.

Suppliers are required to provide relevant material certificates for selected materials, such as raw material deliveries. Detailed requirements regarding material certificates or any other supporting documentation are specified in the purchase order.

Missing or incorrect delivery documentation, including material certificates when applicable, may result in delays in unloading or payment processing.

#### 5.10. Traceability

Suppliers shall maintain an effective traceability system that ensures each delivered product can be traced back to the specific raw material used in its production. The system must be capable of providing the complete production history of a lot or a serial number. Suppliers are responsible for ensuring that the integrity of the lot traceability system is preserved throughout the entire supply chain.

At Tru-Flex's request, suppliers must provide complete traceability data within 24 hours. Failure to provide this information may result in delivery rejections or logistic claims.

#### 5.11. FIFO

Suppliers are required to maintain effective inventory control systems that identify and prevent the use or shipment of obsolete material. All stock must be managed according to the FIFO (First In – First Out) principle to ensure that older material is used or shipped before newer receipts.

#### 5.12. Aftermarket requirements

Suppliers are required to support aftermarket requirements and provide parts for service and warranty purposes upon request by Tru-Flex or its customers. Aftermarket parts must be identical in specification and quality to series production parts and must be produced using the same serial production tooling, unless otherwise authorized by Tru-Flex. Suppliers are required to maintain the capability to produce aftermarket parts for a period of 15 years after the end of serial production.

#### 5.13. Competitiveness

Suppliers are expected to remain competitive in terms of cost, delivery, and service. Suppliers are required to actively pursue cost improvements, process efficiency, and innovation to support long-term competitiveness. Lack of competitiveness may impact sourcing decisions and future business allocation.

## 6. Quality System requirements

All suppliers currently or in the future working with Tru-Flex must be certified, at a minimum, according to the latest ISO 9001 standard. All suppliers have to send copies of their current certificates to Tru-Flex within 10 working days of receipt and keep them up to date.

Furthermore, (depending on the end customer), the customer requirements and the CSR "Customer specific Requirements" according to IATF have to be applied and complied with, and their application in the further supply chain has to be ensured.

Details of the OEMs' customer-specific regulations can be found at the following link:  
<https://www.iatfglobaloversight.org/oem-requirements/customer-specific-requirements/>.

Suppliers must also comply with the requirements outlined in the AIAG or VDA reference manuals, depending on which end customer they are serving. To this end, Tru-Flex suppliers are required to obtain the appropriate IATF 16949, AIAG, and VDA reference manuals, as well as all related documents, as amended from time to time. The version that is valid at the time of the order shall apply in each case.

### 6.1. Special/critical characteristics and verification

Special characteristics require special attention, as deviations in these characteristics can impact product safety, service life, assembly capability, function, or quality—shortly, customer satisfaction—as well as compliance with legal regulations.

The agreed tests shall be carried out and documented at least annually in the case of capable features. For non-capable features, a 100% inspection shall be performed.

Special characteristics are defined by Tru-Flex, taking into account customer requirements and/or resulting from the Supplier's risk analysis, e.g., from the product and/or process FMEA.

In principle, all product and process characteristics are essential and must be complied with.

### 6.2. First sampling/release of production parts - PPAP

All initial sampling of delivery items must meet the Tru-Flex requirements. The scope of sampling must be agreed upon, and all documents must be sent to Tru-Flex. Sampling can be carried out after coordination, based on AIAG (or VDA). In the case of sampling according to AIAG, PPAP Level 3 is the standard requirement. Tru-Flex reserves a timeframe of 4 weeks for a decision on a sampling submitted by the Supplier.

The Supplier's sampling documents must contain all cover sheets (AIAG/VDA) for all components (Supplier and sub-suppliers used by the Supplier). Sampling documents not requested by Tru-Flex for submission must nevertheless be available and approved at the production site, taking into account valid standards. These must be submitted to Tru-Flex upon request.

All associated PPAP initial sample parts must be clearly marked as such. A retaining sample shall be archived from each sampling run.

Full or preliminary PPAP approval must be received before deliverables are shipped to Tru-Flex for production. Deliveries received by Tru-Flex before the approval has been issued will not be accepted. Exceptions must be notified by the Supplier and approved by Tru-Flex as a deviation. After approval has been granted, a copy of each delivery shall be enclosed.

### 6.3. Proof of compliance with requirements

The Supplier shall maintain documented information on compliance with Tru-Flex requirements in its records and may be required to include such evidence with each shipment of specified parts or material.

The Supplier shall have a system in place to retrieve and provide requested quality evidence within 24 hours to Tru-Flex.

#### 6.4. Requirements for quality deviations

In the event of quality deviations, Tru-Flex submits a complaint report to the suppliers.

The problem must be solved using a problem-solving method (e.g., 8D report), with the aim of identifying the causes of defects and evaluating the effectiveness of corrective measures.

Complaints are communicated to the Supplier through a complaint report. Subsequently, the Supplier must immediately initiate the following measures:

- Within one working day (24 hours) after notification of a complaint by Tru-Flex, an 8D-Report (points D1 to D3) with measures is to be submitted, which documents how the correction status affects all parts of the supply chain. This includes both the parts at the Supplier and in transit.
- To inform Tru-Flex at regular intervals about the correction results
- to inform about the way in which delivery items are marked as quality controlled, as an individual product, and also in the packaging
- Completion of the 8D- Report (items D1 to D8) within fourteen (14) calendar days, unless otherwise agreed with Tru-Flex or requested in the Complaint Report.

#### 6.5. Special Status

Tru-Flex may issue a Special Status to a Supplier when the Supplier's performance or corrective action management does not meet Tru-Flex's requirements. A Special Status may be assigned in the following cases:

- The Supplier does not appear capable of implementing appropriate and effective corrective actions
- The corrective actions implemented have proven ineffective or have failed to prevent recurrence
- A severe problem exists that affects quality, delivery, safety, or production continuity
- The Supplier consistently fails to meet key performance indicators (e.g., quality, delivery, responsiveness, or audit results)
- The Supplier fails to cooperate or respond adequately to Tru-Flex's requests or escalation processes.

When a Supplier is placed on Special Status, Tru-Flex may require additional actions, such as:

- Enhanced containment or 100% inspection
- Additional audits or on-site verification
- More frequent performance reporting
- Temporary suspension of new business (New Business Hold)

The Supplier remains under Special Status until all corrective and preventive actions have been verified as effective and performance has returned to an acceptable level.

Failure to improve performance or to comply with the specified recovery plan may result in removal from the Approved Supplier List.

The notification of the special status to the Supplier must be in writing. When a Supplier is placed on Special Status, Tru-Flex will inform the Supplier in writing and specify the obligations and actions associated with this status. These requirements may include, but are not limited to, enhanced inspection activities at the Supplier's site (e.g., 100% inspection), a quality review meeting at Tru-Flex, or an audit at the Supplier's facility. Such an audit may be conducted with a 48-hour notice period.



## 6.6. Product and process variations

As a matter of principle, Tru-Flex expects its Suppliers to deliver parts that fully conform to specifications and drawings. Any deviation from the agreed requirements must be reported to Tru-Flex immediately and coordinated before further action is taken.

Suppose the delivered items do not comply with the requirements. In that case, the Supplier shall immediately provide a supplementary delivery or, at Tru-Flex's discretion, repair or replace the defective items with conforming parts. If nonconforming items are identified, the Supplier has the right to submit a written request to Tru-Flex using the official form "Request for Deviation", on which Tru-Flex will decide at short notice.

An action plan to restore full compliance is mandatory. Upon approval by Tru-Flex, the affected deliveries will not be counted as PPM-relevant for the original defect.

This special release may be granted for a specific period of time or for a defined quantity of parts. After expiry of this period, the Supplier must be capable of delivering items 100% in accordance with the agreed requirements.

If this is not achieved, the Supplier may apply for an extension of the "Request for Deviation". Should the Supplier still fail to meet the requirements after the extension has expired, Tru-Flex may transfer the Supplier to a Supplier Development Program.

## 7. Environmental requirements

### 7.1. Certification requirements

Suppliers are required to comply with all applicable environmental laws, regulations, and standards relevant to their operations, products, and services. Tru-Flex expects its Suppliers to conduct their activities in an environmentally responsible manner, minimize negative environmental impacts, and promote continuous improvement in environmental performance.

Suppliers are encouraged to adopt and maintain compliance with ISO 14001:2015, the internationally recognized standard for environmental management systems. Implementing this standard demonstrates a commitment to environmental stewardship and provides a structured framework for identifying, managing, and reducing environmental risks.

While ISO 14001:2015 certification is not mandatory, it is considered a valuable benchmark that reflects a Supplier's dedication to sustainable and environmentally responsible practices.

Certified Suppliers are requested to share information about their certification status with the Tru-Flex Purchasing Department and provide a copy of the current certificate when available.

### 7.2. Requirements for product-related environmental protection

The Supplier is obliged to guarantee the following:

- Compliance with the restrictions on the use of ingredients in materials in accordance with the Global Automotive Declarable Substances List GADSL (Link: [www.gadsl.org](http://www.gadsl.org)) and Directive 2000/53/EC (End-of-Life Vehicle Directive Annex II) in the respective currently valid version.
- Preparation of an IMDS material data sheet in accordance with the current IMDS Recommendations in the course of sampling (Link: [www.mdssystem.com](http://www.mdssystem.com)), as well as updating in accordance with IMDS Recommendation 001, Chapter 3, in case of product changes. The transmission and updating of the IMDS material data sheets are part of the scope of delivery.

- Compliance with Regulation (EC) No. 1907/2006 (REACH, as amended) and to ensure that all materials and substances in the delivered products are registered for their intended use. The delivered parts must not contain any substances listed in Annex XIV (Authorization List) or Annex XVII (Restriction List) of the REACH Regulation. REACH compliance shall be confirmed to Tru-Flex every three (3) years for products manufactured in low-risk countries (EU, UK, US) and annually for products from other countries.
- Compliance with Packaging and Waste Regulations. Suppliers must comply with all applicable legal requirements regarding packaging and packaging waste, including the EU Directive 94/62/EC and its national implementations. Packaging materials used for deliveries to Tru-Flex shall be recyclable, environmentally friendly, and in compliance with all relevant marking, recycling, and content requirements.
- Provision of the safety data sheet for hazardous substances.
- Compliance with all applicable regulations regarding Conflict Minerals (tin, tantalum, tungsten, and gold) in accordance with Section 1502 of the US Dodd-Frank Act and corresponding international requirements. The Supplier shall report to Tru-Flex whether conflict minerals are necessary to the functionality or production of any delivered products and, if applicable, whether they originate from the Democratic Republic of the Congo or adjoining countries. Conflict Minerals compliance shall be confirmed to Tru-Flex every three (3) years for products manufactured in low-risk countries (EU, UK, US) and annually for products from other countries.

## **8. Supplier monitoring and development. Continuous improvement**

Tru-Flex continuously monitors supplier performance in the areas of quality compliance (including cost of poor quality and response to claims), as well as logistics performance (on-time delivery and quantity accuracy). The results of ongoing monitoring are communicated to suppliers through a scorecard, which Tru-Flex shares with suppliers on a quarterly basis. Scorecards include current performance results as well as targets for quality and logistics indicators. In case a negative trend is identified during ongoing supplier monitoring, Tru-Flex requires the Supplier to develop and implement an improvement plan. Failure to submit or execute the improvement plan within the agreed-upon timeline may result in a downgraded annual rating or removal from the Approved Supplier List.

Suppliers are evaluated annually by a multidisciplinary team, based on their performance over the last 12 months of cooperation. Results are graded as follows:

- A (≥85%) – Approved, Excellent supplier, Low risk supplier
- B (61–84%) – Approved, Low risk supplier
- C (50–60%) – Approved, Corrective actions required, Medium/High risk supplier
- D (≤49%) – Not approved, High risk supplier; the Supplier may be removed from the Approved Supplier List, with the final decision taken by the Managing Director.

Annual evaluations are shared with suppliers for review. If a supplier does not achieve at least a B rating, Tru-Flex requires the Supplier to develop and implement an improvement plan. The annual evaluation serves as the basis for maintaining a supplier on the Approved Supplier List (ASL) and for eligibility to be nominated for new business. Tru-Flex conducts business only with suppliers included in the ASL.

In the event that a negative trend is identified during ongoing supplier monitoring, an annual rating below B, or repeated customer claims, Tru-Flex reserves the right to conduct an on-site audit at the Supplier's facility. The purpose of the audit is to verify root causes, assess compliance with Tru-Flex

requirements, and confirm the effectiveness of corrective actions. Suppliers are required to provide full access and support throughout the audit process.

Suppliers are responsible for continuously improving their performance in line with Tru-Flex expectations. They are also responsible for monitoring their performance results with Tru-Flex and for proactively implementing ongoing actions to prevent any deterioration of performance.

## **9. Supplier Escalation Process**

The supplier escalation process is initiated when Tru-Flex identifies repeated or significant issues that may impact quality, delivery, or supply continuity.

The process may be triggered by one or more of the following events:

- Ongoing supplier performance result – negative trend in the Supplier's results
- Annual supplier evaluation or risk assessment – supplier classified into category C or D
- Audit results – major nonconformities identified
- Complaint to the Supplier – significant risk to supply continuity
- Information from the Supplier – significant risk to supply continuity

The escalation has three levels (Warning, Level 1, Level 2) and aims to restore supplier performance and prevent disruption to Tru-Flex operations.

The Supplier shall provide full cooperation, timely action plans, management involvement, and transparent communication until issues are effectively resolved.

## **10. Contingency plans and risk management**

Suppliers are required to establish and maintain documented contingency plans to ensure supply continuity in the event of unexpected events, such as natural disasters, fires, power outages, strikes, equipment failures, or disruptions in critical sub-supplies. These plans must cover, at a minimum, production continuity, tooling and equipment availability, logistics, and communication with Tru-Flex. Suppliers shall regularly review, test, and update their contingency plans and must present them to Tru-Flex upon request.

In addition, suppliers are expected to implement a risk management process that identifies, assesses, and mitigates potential risks within their supply chains and operations. Preventive measures and mitigation actions shall be documented, monitored, and adjusted as needed to minimize the likelihood and impact of disruptions.

## **11. Proactive communication**

Suppliers are required to maintain open and timely communication with Tru-Flex. Any event that may affect quality, delivery, cost, or compliance must be reported immediately to the designated Tru-Flex contact.

Proactive communication includes, but is not limited to:

- notifying Tru-Flex in advance of potential delays, shortages, or capacity issues,
- reporting quality issues that may impact current or future deliveries,
- informing about damage to tooling or failure of critical equipment that may stop production for more than five (5) days,
- communicating organizational or ownership changes that may affect supply,

- reporting regulatory, environmental, or legal issues relevant to supplied products or services,
- providing updates on continuous improvement or cost reduction initiatives.

Failure to communicate proactively may result in supply disruptions, claims, or reassessment of supplier status.

## **12. Assignment. Approval Process for product, process, and commercial changes**

The Supplier may not delegate its duties or assign its obligations without Tru-Flex's prior written approval.

No changes shall be made to any product, production process, materials, components, sub-assemblies, sub-suppliers, or manufacturing locations after PPAP approval without prior written approval from Tru-Flex. This includes changes to production control plans or relocation within or between existing manufacturing sites.

Suppose the Supplier intends to make any modification. In that case, they must submit a written *Request for Change* to the Tru-Flex Purchasing and Quality Department as soon as the modification project is known, and no later than 16 weeks prior to the intended Start of Production. The Supplier shall not implement any change until written approval from Tru-Flex has been obtained. In conjunction with this approval, Tru-Flex may communicate specific requirements (e.g., PPAP level submission) that must be observed during the implementation and delivery of modified parts. The Supplier shall document all approved changes in a part and process history sheet and, where necessary, resubmit for sampling.

This requirement also applies to commercial changes, including but not limited to price adjustments, payment terms, or other contractual conditions. Such proposed changes must be notified in writing at least 12 weeks in advance and supported by complete documentation that justifies and facilitates the evaluation of the request.

In the event of non-compliance with these requirements, the Supplier shall be held responsible for all damages, losses, and liabilities resulting from any unauthorized change made by the Supplier or its sub-suppliers (e.g., customer rejection, production downtime, or warranty costs). Unauthorized changes may also result in claims, rejection of deliveries, or removal from the Approved Supplier List.

## **13. Insurance**

Suppliers are required to maintain valid insurance coverage that is adequate for their operations and potential liabilities related to the supply of products and services to Tru-Flex. At a minimum, Suppliers must maintain product liability and general liability insurance with coverage amounts consistent with automotive industry standards, the scope of supplied products, and applicable legal requirements. The level of insurance coverage shall be appropriate to the Supplier's business volume, risk exposure, and contractual obligations with Tru-Flex. Upon request, Suppliers shall provide Tru-Flex with valid proof of insurance.

Upon request, suppliers shall provide Tru-Flex with valid insurance certificates. Failure to maintain adequate insurance or to provide proof of coverage may affect the Supplier's qualification status and future business with Tru-Flex.

## **14. Confidential information agreement**

Suppliers shall treat all technical, commercial, and organizational information received from Tru-Flex as confidential and proprietary. Such information may only be used for the purpose of fulfilling obligations towards Tru-Flex and may not be disclosed to third parties without prior written consent from Tru-Flex.

Confidential information includes, but is not limited to, product and process specifications, drawings, pricing and cost data, customer or supplier information, business strategies, and any other data designated as "Confidential" or "Proprietary."

Suppliers are required to implement adequate measures to protect Tru-Flex's confidential information with the same degree of care as they use for their own confidential information, but no less than a commercially reasonable standard. Confidentiality obligations remain valid even after the termination of cooperation.

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