

GENERAL PURCHASE CONDITION: RAW MATERIAL

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Rev.	Date	Description	Issued by	Verified by	Approved by

1. GENERAL

All the production sites of the P&C Automotive Group (here referred to as P&C) produce parts for several industries.

In particular, P&C manufactures critical components for the automotive market, where any defect, real or perceived, causes high dissatisfaction of the customer.

The costs of the replacement or recovery of the defective products are high, especially when these have already been assembled into vehicles sold on the market.

It is therefore in P&C's and its suppliers' interest that the quality of the materials is excellent and meets the highest quality standards in the best possible way.

Acceptance of these General Purchase Conditions commits the supplier to:

- accept the supply assignments;
- respect the agreed delivery dates and quality goals;
- keep strictly confidential all the information and data related to P&C.

Derogation to this General Purchase Conditions shall be agreed between the supplier and P&C in written form. Additional or different requirements defined by P&C for specific materials are detailed in the purchasing orders.

These General Purchase Conditions define the general supply requirements of raw material used for the production of deep-drawn, cold bended, sheared parts, which will be assembled afterwards.

These General Purchase Conditions apply to all raw material suppliers of P&C, including those designated by the P&C Customers.

In case of different agreements between P&C and its Customers, specific supply conditions between P&C and its suppliers are defined accordingly.

2. SUPPLIER EVALUATION AND QUALITY SYSTEM MANAGEMENT REQUIREMENTS

All P&C suppliers are qualified according to the Corporate procedure CP1 "Sourcing and supplier evaluation". Qualification criteria include the risks related to product compliance and an uninterrupted supply of products by P&C to its Customers.

However, suppliers are evaluated initially and periodically, also taking into account quality and delivery performance and the type of quality management system developed by the supplier.

In the analysis of the risks associated with the introduction of new suppliers, P&C takes into account:

- financial turnover;
- financial stability;
- purchased product, material, or service complexity;
- required technology (product or process)
- 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.

P&C requires its suppliers to develop, implement, and improve a quality management system certified to ISO 9001.

In order to work with reliable suppliers only, P&C encourages the suppliers to implement a quality management system compliant with IATF 16949, which defines the quality management system requirements for automotive production and relevant service parts organizations.

The supplier shall provide the resources needed to ensure the quality of its products / services according to this document, although it is autonomous in the management and development of technological tools and resources required.

Every continuous improvement activity aimed at minimizing the variation in production processes and delivered products is strongly encouraged and supported by P&C.

3. SUPPLIER'S TECHNICAL DOCUMENTATION

The supplier shall prepare, implement and keep updated the dispositions concerning the quality and reliability of products and services delivered to P&C.

Quality records shall be kept at the disposal of P&C 10 years minimum from the date of creation, except in case of additional Customer Specific Requirements.

Raw material quality certificates shall be sent to P&C as attachment of each Delivery Note, or by email before the delivery.

Quality certificates shall state the quality of the raw material supplied per each specific coil, in order to ensure the traceability.

Unless differently agreed with P&C, quality certificates shall meet the requirements of standard EN 10204 - type 3.1.

For each kind of the material that is supplied it must be submitted annually the Declaration of preferential origin of the material in according to the European legislation EC 2015/2447

Quality certificate shall include mechanical properties (yield strength, tensile strength and fracture elongation as minimum) and the chemical composition.

4. TECHNICAL INFORMATION PROVIDED BY P&C

In case of technical requirements that vary from the international standards, P&C will define in the purchasing order the specific requirements, such as mechanical characteristics, chemical composition, etc.

Failure to comply with the requirements defined in the General Purchase Conditions will be handled by P&C

according to the non-conformity management procedure.

It is the responsibility of the supplier to request any additional documentation (issued by P&C or by the final Customer) needed to ensure the conformity of the products.

The supplier shall keep the technical documentation updated.

Technical documentation shall be available and suitable for use, where and when it is needed for production and quality control.

Raw materials shall be checked according to the respective standards, as listed in this document or as specified in the purchasing order.

Deviations from the standards listed below shall be agreed with P&C in written form.

If a new standard is issued by the Standard Organization as replacement of an existing norm, the new one shall be automatically considered applicable.

TYPE OF RAW MATERIAL	APPLICABLE STANDARD	CHEMICAL ANALYSIS
Steel flat cold-rolled products, low-carbon content for drawing or for cold bending - Supply technical requirements	UNI EN 10130	YES
Steel uncoated flat cold-rolled products, low-carbon and steel content, high range of strength for drawing and cold bending. - Dimensional and shape tolerances	UNI EN 10131	
Steel flat cold-rolled products, cold galvanizing - Supply technical requirements	UNI EN 10152	YES
Stainless steel cold-rolled large strips and sheets - Dimensional and shape tolerances.	UNI EN 10259	
Low alloy steel flat cold-rolled products, of high range of strength for cold moulding. General terms of supply	UNI EN 10268	
Non-alloy steel hot rolled products for structural purposes – Technical terms of supply	UNI EN 10025	YES
Steel narrow hot-rolled strips – Dimensional and shape tolerances	UNI EN 10048	
Continuously hot-rolled strips and sheets, uncoated, alloy and non alloy steel - Dimensional and shape tolerances	UNI EN 10051	
Flat hot-rolled products of high range of strength for cold moulding - General terms of supply	UNI EN 10149-1	YES
Flat hot-rolled products of high range of strength steel for cold moulding - Terms of supply of thermo-mechanical rolled steel	UNI EN 10149-2	YES

Flat hot-rolled products of high range of strength steel for cold moulding - Terms of supply of normalised or rolled normalised steel	UNI EN 10149-3	YES
Stainless steel – list of stainless steel	UNI EN 10088-1	
Stainless steel – Technical terms of supply of strips and sheets for general purposes	UNI EN 10088-2	
Strips and sheets of low-carbon steel, coated for continuously hot dipping for cold moulding	UNI EN 10327 (former 10142)	
Hot-dip galvanized strips and sheets of steel for structural purposes - Technical terms of supply	UNI EN 10147	
Wire rod, rods and steel wire for cold-upsetting and cold-extrusion – Technical general terms of supply	UNI EN 10263-1	
Wire rod, rods and steel wire for cold-upsetting and cold-extrusion - Technical terms of supply with no heat treatment after cold working	UNI EN 10263-2	
Wire rod, rods and steel wire for cold-upsetting and cold-extrusion – Technical terms of supply of steel for case-hardening	UNI EN 10263-3	
Wire rod, rods and steel wire for cold-upsetting and cold-extrusion -Technical terms of supply of hardened and tempered steel	UNI EN 10263-4	
Wire rod, rods and steel wire for cold-upsetting and cold-extrusion - Technical terms of supply of stainless steel	UNI EN 10263-5	
Hot-rolled products of steel for structural purposes	UNI EN 10025 (former UNI EN 10155)	YES
Steel strips and sheets coated by hot dipping for structural purposes. Technical terms of supply	UNI EN 10326 (former UNI EN 10154)	
Narrow sheets and strips of metal coating made by continuously hot-dipping – Dimensional and shape tolerances	UNI EN 10143	
Aluminium and aluminium alloy. Sheets, strips and plates - Technical terms of inspection and supply	UNI EN 485-1	
Aluminium and aluminium alloy. Sheets, strips and plates. Mechanical properties	UNI EN 485-2	
Aluminium and Aluminium alloy. Sheets, strips and plates - Dimensional and shape tolerances of hot-rolled products	UNI EN 485-3	
Aluminium and aluminium alloy. Sheets, strips and plates. Dimensional and shape tolerances of hot-rolled products	UNI EN 485-4	

Metallic and other inorganic coatings -- Electroplated coatings of zinc with supplementary treatments on iron or steel	UNI ISO 2081	
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5. FEASIBILITY

Before accepting the order, the supplier shall first evaluate with P&C (and any other partners designated and / or identified by P&C) the ability to supply the product according to the required conditions defined in the order.

Any changes must be approved by P&C in written form.

After receiving the purchase order, the supplier shall send an order confirmation to P&C within 48 hours, stating the estimated delivery week for each item included in the order.

Production disruptions at P&C od at final Customer's location, special freights, fractioned deliveries or other additional costs due to the misapplication of this document without any P&C responsibility will be entirely charged to the supplier.

In the event that a delivery delays causes a financial loss to P&C, the amount of the loss will be communicated and charged to the supplier.

Financial losses include, as a minimum:

1. costs of special freights to the customer made by P&C and due to a supplier's delivery delay of raw material;
2. costs of reworks and unplanned processes due to a supplier's delivery delay of raw material;
3. damages resulting from receiving an incomplete lot of raw materials by the supplier (see points 1 and 2);
4. if the supplier fails to supply part of the requested material or the entire ordered quantity, P&C reserves the right to purchase the material from an additional supplier. All additional costs will be charged to the supplier that did not fulfil the order.

In case of Customer-directed sources (supplier chosen by the final Customer), P&C reserves the right to change or cancel the order (quantity and delivery date) until the day before delivery, depending on final Customer requests.

6. CONTROL PLAN

The supplier shall develop and apply a control plan that ensures process stability and product compliance with all the applicable specifications.

7. INITIAL SAMPLING MANAGEMENT

In cases of supply of new products (i.e., a type of material never supplied before), the supplier will have to submit an initial sampling.

All samples must be identified with a "SAMPLING" tag. Same information shall be reported in the Delivery Note of the initial sampling.

Where expressly requested by P&C, the initial sampling shall be submitted according to the PPAP Level 4 procedure, as indicated in the following table.

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Submission level

		Level 1	Level 2	Level3	Level 4	Level 5
1	Design Record	R	S	S	R	R
2	Engineering Change Documents, if any	R	S	S	R	R
3	Customer Engineering approval, if required	R	R	S	R	R
4	Design FMEA	R	R	S	R	R
5	Process Flow Diagrams	R	R	S	S	R
6	Process FMEA	R	R	S	R	R
7	Control Plan	R	R	S	S	R
8	Measurement System Analysis Studies	R	R	S	R	R
9	Dimensional Results	R	S	S	S	R
10	Material, Performance Test Results	R	S	S	S	R
11	Initial Process Studies	R	R	S	R	R
12	Qualified Laboratory Documentation	R	S	S	R	R
13	Appearance Approval Report (AAR), if applicable	S	S	S	R	R
14	Sample Product	R	S	S	S	R
15	Master Sample	R	R	R	R	R
16	Checking Aids	R	R	R	R	R
17	Records of Compliance With Customer-Specific Requirements	R	R	S	R	R
18	Part Submission Warrant (PSW)	S	S	S	S	R
19	Self-Assessment Process Audit (QA_Mod007)	S	S	S	R	R

S = The organization shall submit to the customer and retain a copy of records or documentation items at appropriate locations.

R = The organization shall retain at appropriate locations and make available to the customer upon request.

Only once the initial sampling has been approved by P&C (except where there is a written derogation), the new supplies will be allowed to start.

8. IDENTIFICATION AND TRACEABILITY OF PRODUCTS

The supplier shall ensure adequate methods of identification and traceability of the products.

“Product Identification” is referred to the system that allows to correctly recognize the status of the product wherever in the company (incoming area, storage areas, work in progress, production process, etc.). The identification label shall report the product code (according to the order) and the product description.

“Product traceability” is referred to the system that allows to keep under control the story of the product, making available the documents related to tasks and controls performed in the different steps of the life cycle, from the P&C purchasing order to the customer care.

The identification label shall also report the coil number or the identification number associated with the quality certificate. Where it is not possible, the supplier is allowed to send a list in attachment of the Delivery Note, that associates the coil numbers with the quality certificate numbers.

On the Delivery Note the supplier shall indicate the weights (gross and net) of the single coils or metal sheets pallets delivered, the product code, the product description and the purchasing order number.

9. QUALITY CONTROLS AND TESTS

The supplier shall perform specific checks during the processes, in order to avoid the risk of delivering defective material.

P&C reserves the right to request control results, if necessary.

P&C reserves the right to carry out all the checks deemed necessary on the product in incoming inspection or during manufacturing processes.

Classification of not allowed defects.

Any defect not expressly admitted for the type of aspect contractually required will cause the product classifications as “non -conforming”.

Typical defects not allowed in any type of aspect are listed below:

- local deformations: material dents due to handling, transport or storage shocks, misplaced strapping, etc.;
- stains: local defects of any kind are not allowed (stains caused by pickling, etc.);
- oxidations: traces (no matter the extension);
- under-skin inclusions: in absence of straw or peeling, this defect can be identified only after stamping as it may cause surface breakage of the component;
- blowing: slight elongated swelling caused by gas trapped in the ingot;
- flowering (potential oxidation): shadings similar to "feathers" caused by defective lamination which affect the use of the material;
- scroll figures: stretching lines caused by deficient skinpassing (defect allowed on appearance surfaces but not skinpassed).

The supplied material shall meet the mechanical characteristics requirements expressly defined; when the requirements are not defined by P&C, international standards and references apply.

10. DELIVERY CONDITIONS.

If not previously agreed, partial deliveries for the same order are not allowed. The required quantity shall be grouped in a single delivery, except in case of specific requests made by P&C.

Delivered coils shall be arranged on stock with a vertical axis, if not otherwise defined on the purchase order.

The supplier shall ensure that the material is received by P&C with the most suitable packaging and protections in order to guarantee its integrity, as expressly defined in this document.

Different packaging shall be agreed with P&C.

Any damage caused by incorrect or unsuitable packaging will be charged to the supplier.

The supplier must comply with any additional, special packaging methods where required by technical standards, drawings or the order itself.

Truck arrival shall respect the opening times of P&C plants.

Packaging

Packaging shall allow the complete use of the material lot in production, including the sheets and the end turns (rolls whose initial loop has been fixed only with adhesive will not be accepted).

The strapping must be performed before any other packaging operations.

If not expressly requested by P&C, rolls supported by a ring, made by cardboard or metal, are not allowed.

Rolls of material, if not required, shall be supplied without interlayer protective paper.

In general, sheet packs shall contain material from the same manufacturing batch.

The edges shall be protected both by the strapping and by any damage caused by handling (see picture below).

The material shall be fixed to wooden boards, in accordance with safety regulations.

In all cases not included in this document, the strapping system shall be agreed with P&C.

Edges conditions

Coils shall be wound with equalized turns and in any case with non-damageable edges in handling or processing operations.

No protrusions are allowed during handling or processing operations which may cause damage.

In the internal coil of both hot and cold rolled rolls, including pre-coated products, internal edge creases with an inclination > 40 ° are not allowed.

Handling

Material handling shall be carried out in such a way as to allow the complete use of the lots in production, including the sheets and the end coils.

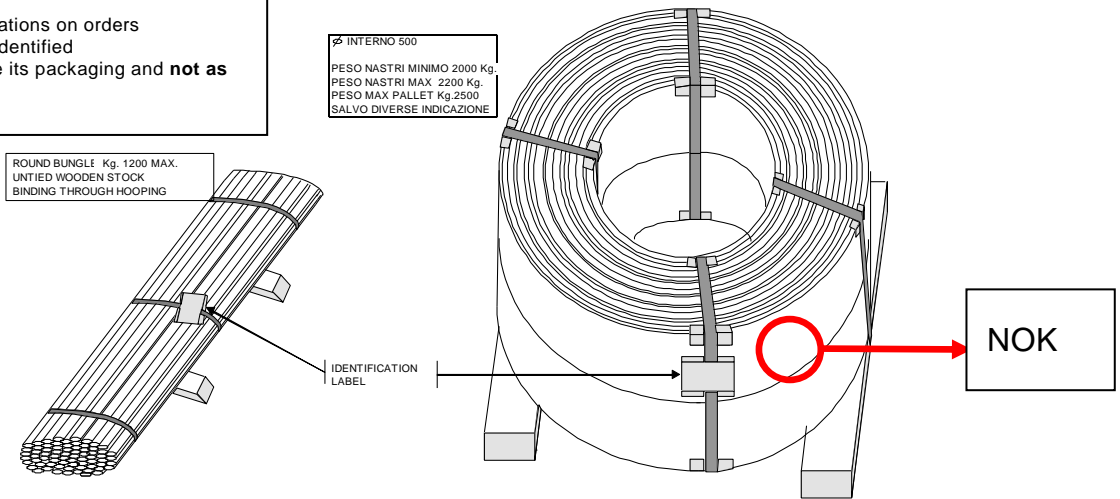
Deformations will be accepted only on the first and last sheets of the packs and on the first or last turns of the coils, and only in case when this event is not systematic.

Packaging application

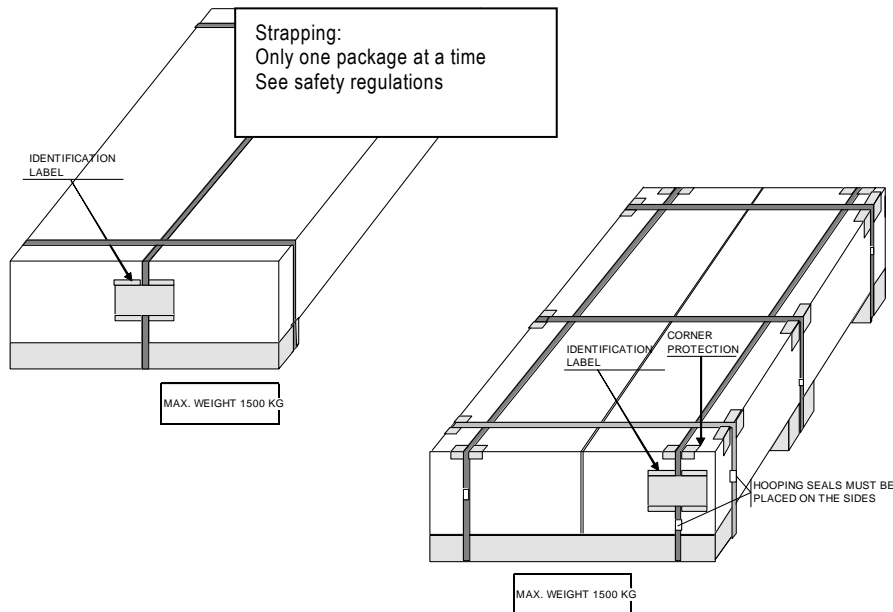
INNER Ø 500mm
 OUTER Ø MAX 1500 mm
 For the weight follow indications on orders
 Every single coil shall be identified
 Each single coil shall have its packaging and **not as shown in the picture**

ROUND BUNGLÉ Kg. 1200 MAX.
 UNTIED WOODEN STOCK
 BINDING THROUGH HOOPING

INTERNO 500
 PESO NASTRI MINIMO 2000 Kg.
 PESO NASTRI MAX 2200 Kg.
 PESO MAX PALLET Kg.2500
 SALVO DIVERSE INDICAZIONE



Strapping:
 Only one package at a time
 See safety regulations



In case of delivery to P&C suppliers, the raw material supplier shall check and ensure that material weights and packaging requirements defined in this document are fully met.

11. SUPPLIES QUALITY PERFORMANCE

Deliveries shall be based on the supply program and comply with the ordered quantities. Unless otherwise agreed with P&C Purchasing Department, any quantity variations may not exceed $\pm 10\%$ of the ordered quantity.

Delivery dates shall comply with the purchasing order. No delay days are allowed, unless otherwise agreed with P&C Purchasing Department.

In case of delivery delays leading to production disruptions at P&C plants or at final Customer plants, all related costs will be charged to the supplier.

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In case of delays or quality issues, the following, additional costs will be charged:

Delivery delay	€ 100 per day of delay
Machine downtime	Depending on the machine used for production
Material certificate not attached to the Delivery Note	€ 100
Delivery of non-compliant coils or parcels	€ 100 per packaging
Unloading of the truck beyond official hours	€ 100
Lack of sampling within agreed terms	€ 100 per week
Absence of reply to inspection examination	€ 100 per week
Delivery of coils and parcels with no identification	€ 100 per packaging
Non-conformity claim	€ 100
Report of disturbance	€ 50
Non-conformity claim and report of disturbance	€ 100

In case of defective raw material, P&C will promptly notify the supplier of the defect found.

In case of issuing an official claim with a corrective action request, the supplier shall apply the appropriate problem solving techniques (PDCA, 8D, Ishikawa diagram, etc.) and send to P&C a corrective action plan, aimed at eliminating the root causes that led to the occurrence of the problem.

Therefore, the supplier shall provide:

- a replacement lot of compliant material within 24 hours;
- a first analysis of the problem, including a containment plan to prevent the delivery of other defective material to P&C within 48 hours;
- a complete corrective action, including the analysis of the root causes, the temporary corrective actions, the definitive corrective actions and the actions aimed at preventing the recurrence of the problem.

Non-conformities detected by P&C and on-time delivery rate, with the supply risk associated with the supplier, will be taken into account by P&C for the periodic evaluation of the supplier performance.

The quality of supplies is classified according to the following criteria:

a) Conformity

A lot is considered conforming when the material characteristics fully meet the requirements defined in the specifications, standards or tables defined in this document and/or in the purchasing order and no deviations are found in incoming inspection or during production.

b) Non-conformity

A lot is considered non-conforming when the material characteristics do not fully or partly meet the requirements defined in the specifications, standards or tables defined in this document and/or in the purchasing order. Deviations may be found in incoming inspection or during production.

c) Non-conformity found in incoming inspection

P&C carries out the following checks:

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- lot weight;
- packaging and material status;
- accompanying documents;
- quality certificate with chemical analysis and mechanical characteristics.

Any additional check is optional and at the discretion of P&C.

In case of defects found during the controls, the lot will be immediately rejected and / or accepted "under reserve". The transport costs of the rejected lots will be charged to the supplier.

In case of acceptance under derogation, additional costs due to this level of acceptance will be charged to the supplier.

If the supplier does not collect the rejected material, it will be assigned to a carrier by P&C. The related costs will be charged to the supplier.

d) Non-conformity found during processing

The presence and control of the raw material quality certificate may lead to the material acceptance without further verification by P&C.

Material thickness may also be checked during production in order to minimize dangerous situations for the quality inspectors.

Non-conformities found during production will be handled according to the following:

- Non-conformity due to appearance, surface defects or dimensions

In case of surface defects or dimensions out of tolerance, P&C will stop the production and will communicate the issue to the supplier.

The supplier shall verify the non-compliance of the lot and collect, at his charge, the non-conforming material (coils or sheets) within 30 days.

Material costs and transformation costs suffered by P&C (manpower, energy, potential sorting costs, etc.) will be charged to the supplier.

The suspect material "on hold", after agreement between the parties, can be used in the best way.

By agreement between the parties, the defective stamped parts (lots "on hold" or finished lots) can be stored on hold and made available for a supplier review to be completed within two days from the initial report.

Scrap parts are not accepted. The supplier will be charged the full value of the scrapped material - after deducting the value of the scrap charged to P&C - and including the transformation costs.

Costs due to sorting operations, reworks, etc. caused by defective material will be fully charged to the supplier.

- Non-conformity due to mechanical or technological characteristics or hidden defects

In case of non-conforming mechanical or technological characteristics or hidden defects, P&C will stop the production and will communicate the issue to the supplier.

The supplier shall verify the non-compliance of the lot and collect, at his charge, the non-conforming material within 30 days.

Defective, stamped parts will be scrapped only after the review made by the supplier.

Material costs and transformation costs suffered by P&C (manpower, energy, potential sorting costs, etc.) will be charged to the supplier.

In the event that the final customer reports a product defect due to material non-conformity, the supplier will be considered responsible and the non-conformity costs will be charged to the supplier accordingly.

Parties may agree a different way of management of the problem, with the goal of the best use of the non-conforming material and / or the potential sorting of the stamped parts.

- Other non-conformities

Defects due to any other source not mentioned before (e.g., defective butt welds, or other kind of defects) will be communicated to the supplier, that will be responsible of handling the claim according to the same procedure defined in the previous paragraphs of this document.

NOTE: Regardless of the time needed for the defect analysis and the definition of the related responsibilities, the supplier shall reintegrate the suspended lot.

If the defective material is not collected within the agreed time, P&C reserves the right to scrap the material and charge the costs to the supplier.

12. DEROGATIONS AND TOLERANCES

In case of raw material not fully meeting the requirements, the supplier shall promptly notify it to P&C.

If possible, P&C will evaluate the supplier notification and submit a request for derogation to the final customer. Feedback will be sent to the supplier as soon as possible, providing details about the waiver extension and any additional request for the proper identification of the material under derogation.

Any additional costs related to the management or treatment of the material under derogation will be entirely charged to the supplier, upon agreement.

13. QUALITY GOALS

The P&C strategy promotes a close relationship with the suppliers, leading to mutual benefit and partnership over time.

For this purpose, P&C defines the following quality goals for the product / service provided:

- Certification of the supplier quality system (minimum required ISO 9001)
- System or process audit results
- Quality performances
- Logistic performances.

On a semi-annual basis, P&C will prepare a performance report of each supplier. Only out-of-target supplier will be contacted, in order to define the necessary corrective actions.

All other suppliers will be periodically monitored, in order to evaluate the process and product improvement over time.

Supplier assessments are made by P&C Quality Assurance and P&C Purchasing, or by qualified external

personnel, and may include process audits to verify and maintain the supplier's process qualification.

Raw material controls can also be made by representatives of P&C customers

In any case of serious critical issues regarding the quality of the supplies or service, P&C may request immediate corrective and/or preventive actions or review both the assigned classification and the commercial relationships (up to the exclusion from the Supplier list).

14. ACCEPTANCE AND RESCISSION OF THE ORDER

Order confirmation is required to be sent to P&C within ten days. Order confirmation includes acceptance of the materials defined in the purchasing order, including the requirements of the General Purchase Conditions, the applicable norms and standards and any additional Special Conditions agreed between parties and included in the purchasing order.

In case of missing order confirmation, P&C will consider a tacit acceptance of it.

The occurrence of any event that may affect the supplier capacity of meeting the purchasing order requirements shall be communicated by the supplier as quickly as possible.

15. CODE OF ETHICS

P&C intends to work only with competent, loyal suppliers able to "team up" with employees in a relationship of reciprocal loyalty, transparency and collaboration.

In any case when the supplier, in the relationship with P&C, adopts behaviors not in line with the general principles of this Code of Ethics, P&C reserves the right to undertake appropriate measures up to preclude any other opportunities for further collaboration.

Relations with suppliers are governed by common principles and are subject to constant monitoring by P&C.

The stipulation of a contract with the supplier shall always be extremely clear, according to the procedures defined.

The same ethical principles, anti-corruption rules and anything else defined in this code shall be defined in the Purchasing Conditions to the supplier.

The behavior of whoever seeks to get personal advantages from the relationship between P&C and the supplier are considered not ethical.

Furthermore, P&C intends to work only with suppliers that internally promote and implement a global system that complies with the applicable laws and ensures that by:

- not using child labor;
- respecting the working time;
- avoiding discriminating policies against anyone;
- respecting freedom of association.

APPROVAL FORM

Dear Supplier,

The General Purchasing Conditions defined in this document and any other additional specific conditions stated in the purchasing order, represent the contractual documentation of the supply relationship between your Company and P&C.

We kindly recommend you to review the document and to send back this form signed by acceptance within 10 days from reception.

In case of remarks, please contact the P&C Purchasing Department.

In case of no signature for acceptance and no feedback from your Company within 10 days, P&C will consider the requirements listed in this document as accepted.

Kind regards,

P&C Corporation

Purchasing dept.

Supplier's stamp and signature:	Date:
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To be returned to:

P&C Corporation

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64020 Castellalto (TE) - ITALY

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